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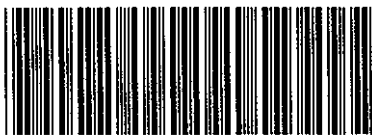
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3242641

The Registrar of Companies for England and Wales hereby certifies that  
CHEVRAS TSEDOKOH LIMITED

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 28th August 1996



\*N032426419\*

*R. C. Edwards*

R. C. EDWARDS

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B



COMPANIES HOUSE

12

Please complete in typescript,  
or in bold black capitals.

# Declaration on application for registration

Company Name in full



\*F012001J\*

CHEVRAS TSEDOKOH

LIMITED

I, SIDNEY FELDMAN signing on behalf of NOTEHOLD LIMITED

of 6 Stoke Newington Road, London N16 7XN

do solemnly and sincerely declare that I am a  
person named as 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

*[Handwritten signature]*

Declared at 250 STANNY RD N15

the 20<sup>th</sup> day of August

One thousand nine hundred and ninety six

before me *GERALD MARCH*

Signed

*[Handwritten signature]*

Date

20/8/96

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

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.

<b>GERALD MARCH</b> Solicitor <b>R. G. FREEMAN &amp; Co.</b> 250/256 ST. ANN'S ROAD LONDON N15 5BN Tel: 0181-802 0044 Fax: 0181-802 0044	<b>GERALD MARCH</b> Solicitor <b>R. G. FREEMAN &amp; Co.</b> 250/256 ST. ANN'S ROAD TOTTENHAM, LONDON N15 5BN Tel: 0181-802 1666 Fax: 0181-802 0044 DX 57769 HARINGEY
DX number	DX exchange

Clifton Secretarial Agency Ltd  
6 Stoke Newington Road,  
London N16 7XN  
Tel: 0171-254 4599 Fax: 0171-254 5222

When you have completed and signed the form please send it to the  
Registrar of Companies at:  
**Companies House, Crown Way, Cardiff, CF4 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**



COMPANIES HOUSE

10

Please complete in typescript,  
or in bold black capitals.

Notes on completion appear on final page

# First directors and secretary and intended situation of registered office

## Company Name in full



\*F010001H\*

CHEVRAS TSEDOKOH LIMITED

## Proposed Registered Office

(PO Box numbers only, are not acceptable)

13-17 New Burlington Place

Post town

London

County / Region

Postcode

W1X 2JP

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

Clifton Secretarial Agency Ltd

Address

6 Stoke Newington Road,

London N16 7XN

Tel: 0171 254 4599 Fax: 0171 254 5282

Post town

County / Region

Postcode

Number of continuation sheets attached

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.

Clifton Secretarial Agency Ltd

6 Stoke Newington Road,

London N16 7XN

Tel: 0171 254 4599 Fax: 0171 254 5282

Tel

DX number

DX exchange



KLO \*K0L1709A\* 741  
COMPANIES HOUSE 20/08/96

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

**Companies House, Crown Way, Cardiff, CF4 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

**Company Secretary** (see notes 1-5)

Company name

CHEVRAS TSEDOKOH LIMITED

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Joshua

Surname

STERNLICHT

Previous forename(s)

Previous surname(s)

Address

14 Overlea Road

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

London

County / Region

Postcode

E5 9BG

Country

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

Consent signature

Date

23 July 1996

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

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Abraham

Surname

KLEIN

Previous forename(s)

Previous surname(s)

Address

25 Craven Walk

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

London

County / Region

Postcode

N16 6BS

Country

Day Month Year

Date of birth

28

10

62

Nationality

USA

Business occupation

Co.Director

Other directorships

per attached list

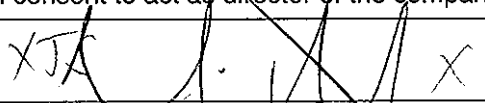
I consent to act as director of the company named on page 1

Consent signature

Date

23 July 1996

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

<b>NAME</b>	<b>*Style / Title</b>			<b>*Honours etc</b>		
<b>* Voluntary details</b>	<b>Forename(s)</b>	Joshua				
	<b>Surname</b>	STERNLICHT				
	<b>Previous forename(s)</b>					
	<b>Previous surname(s)</b>					
	<b>Address</b>	14 Overlea Road				
<b>Usual residential address</b>						
For a corporation, give the registered or principal office address.	<b>Post town</b>	London				
	<b>County / Region</b>			<b>Postcode</b>	E5 9BG	
	<b>Country</b>					
	<b>Date of birth</b>	Day	Month	Year	<b>Nationality</b>	
		26	2	65	British	
	<b>Business occupation</b>	Co.Director				
	<b>Other directorships</b>	per attached list				
	I consent to act as director of the company named on page 1					
	<b>Consent signature</b>				<b>Date</b>	23 July 1996
	Clifton Secretarial Agency Ltd					

**This section must be signed by**  
**Either**  
**an agent on behalf**  
**of all subscribers**

6 Stoke Newington Road,  
London, N16 7XN  
Tel: 0171-254 4499 Fax: 0171-254 5282

**Signed**

**Date**

20 08 96

**Or the subscribers**  
**( i.e those who signed**  
**as members on the**  
**memorandum of**  
**association).**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**:
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

Company number

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

NOTEHOLD LIMITED

Previous forename(s)

Previous surname(s)

Address

7 Stoke Newington Road,

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

London N16

County / Region

Postcode

7XN

Country

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

Consent signature

NOTEHOLD LIMITED

Date

20.08.96

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

Please list directors in alphabetical order

NAME \*Style / Title

Mrs

\*Honours etc

Forename(s)

Sarah Rachel

Surname

KLEIN

Previous forename(s)

Previous surname(s)

Address

25 Craven Walk

**Usual residential address**

For a corporation, give the registered or principal office address.

Post town

London

County / Region

Postcode

N16 6BS

Country

Day Month Year

Date of birth

15

4

63

Nationality

British

Business occupation

Co. Director

Other directorships

per attached list

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

Consent signature

X Sarah R. Klein X

Date

23 July 1996

## Company Secretary (see notes 1-5)

**NAME** \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address**

### **Usual residential address**

For a corporation, give the registered or principal office 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)

**Address**

### **Usual residential address**

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

**Date of birth**

**Nationality**

**Business occupation**

**Other directorships**

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

**Consent signature**

**Date**

DIRECTORSHIPS OF MR A. KLEIN

Anglotrade Limited  
Arrowguild Limited  
Bannerstar Limited  
Bergfeld Co. Limited  
Britquote Limited  
Castlepride Limited  
Castlepride Management Limited  
Chartville Limited  
Chaseville Limited  
Chevras Tsedokoh Limited  
Craftrule Limited  
Crown View Estates Limited  
Crownpark Investments Limited  
Deneview Properties Limited  
Edgecroft Limited  
Elliscross Limited  
Fleetguild Limited  
Helmat Investments Limited  
Hesterbay Properties Limited  
Hiltshore Limited  
Idealcliff Limited  
Joyful Investments Limited  
Shaarei Rachamim Limited  
Spellstates Limited  
Spotquote Limited  
Starhurst Limited  
Stateleague Limited  
Spotview Limited  
Talistar Limited  
Watorod Investment Co. Limited  
Wiseheights Limited

DIRECTORSHIPS OF MR J. STERNLICHT

Arrowguild Limited  
Bannerstar Limited  
Bergfeld Co. Limited  
Castlepride Limited  
Castlepride Management Limited  
Changewell Limited  
Chartville Limited  
Chaseville Limited  
Chevras Tsedokoh Limited  
Crafrule Limited  
Crown View Estates Limited  
Crownpark Investments Limited  
Deneview Properties Limited  
Edgecroft Limited  
Fleetguild Limited  
Gosberg Company Limited  
Hesterbay Properties Limited  
Hiltshore Limited  
Idealcliff Limited  
Jaxel Company Limited  
Lexbill Limited  
Merlina Limited  
Shaarei Rachamim Limited  
Spellstates Limited  
Spotquote Limited  
Spotview Limited  
Starhurst Limited  
Talistar Limited  
Watorod Investment Co. Limited  
Wiseheights Limited

List of Directorships for Sarah Rachel Klein

Altena Estates Limited  
Amebif Company Limited  
Arandaville Investments Limited  
Arnville Limited  
Avida (London) Limited  
B. Fordyce Limited  
B.G. Consort Limited  
B & R Sigmar Limited  
Bannerstar Limited  
Banrom Co. Limited  
Bar Limited  
Belikang Company Limited  
Belinda Properties Limited  
Bergfeld Co Limited  
Bergmand Company Limited  
Bladescombe Investments Limited  
Brackham Company Limited  
Castlepride Limited  
Cedarhope Properties Limited  
Central Estates (Belgravia) Limited (In Liquidation)  
Chevras Tsedokoh Limited  
Clapham Investment & Mortgage Co. Limited  
Codnore Estates Limited  
Cramion Co. Limited  
Daromis Co. Limited  
Davecourt Limited  
Dexite Company Limited  
Eliman Company Limited  
Evatine Co. Limited  
Evenley Investments Limited  
Gerson Berger Association Limited  
Gingerbray Limited  
Greaterhaven Limited  
Gritex Co Limited  
Hacienda Properties Limited  
Hesterbay Properties Limited  
Highstone Properties Limited  
Idens Estates Limited (In Liquidation)  
Keter Company Limited  
Kolup Investments Limited  
Louisdene Limited  
Lysville Limited  
M & M Savant Limited  
M Inber Limited  
Makepeace Investments Limited  
Malkholme Company Limited  
Marilla Properties Limited  
Marionette Limited  
Mikemole Limited  
Mirette Investments Limited  
Mitapel Company Limited  
Newark Investments Limited  
Oldbridge Investments Limited  
Overmont Limited (In Liquidation)  
Safsai Company Limited  
Sedware Co. Limited  
Severnate Co Limited  
Selico Co. Limited  
Shulberg Company Limited  
Shulem B. Association Limited  
Shulfield Co. Limited  
Sireblan Limited (In Liquidation)

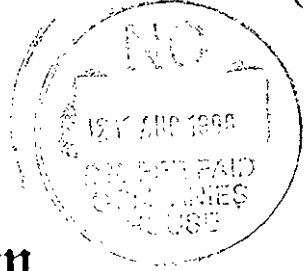
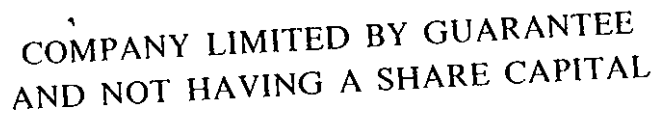
cont'd 2

List of Directorships for Sarah Rachel Klein

Spellstates Limited  
Starhurst Limited  
Stateleague Limited  
Tripform Limited  
Tripknoll Limited  
Tripmole Limited  
Truedene Co. Limited  
Verelark Limited  
Watorod Investment Co. Limited  
Zeligrate Co. Limited

Previous Directorships

Caveway Properties Ltd (Diss 22.12.92)  
Elikan Company Ltd (Res. 29.5.92)  
Extensive Investments Ltd (Diss 19.5.92)  
Grandpex Company Ltd (Res. 29.5.92)  
Kisepel Company Ltd (Res. 29.5.92)  
Manaquel Company Limited (Res. 27.10.93)



—of—

778581

**CHEVRAS TSEDOKOH LIMITED**

~~324264~~

1. The name of the Company is:— **CHEVRAS TSEDOKOH LIMITED".**
2. The Registered Office of the Company will be situate in England.
3. The Company is established for:—
- 1) The advancement of religion in accordance with the Orthodox Jewish Faith.
- 2) The relief of poverty.
- and 3) For such other purposes as are recognised by English Law as charitable and in furtherance of the aforementioned objects but not otherwise:-
- (A) To undertake, accept, execute and administer, without remuneration, any charitable trusts.
- (B) To publish religious literature and learned works of all kinds in furtherance of the objects of the Company as set out above; to establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its objects of any of them.
- (C) To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, contribution or fund for the purpose of promoting the Company's objects or any of them, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
- (D) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any estate or interest whatsoever, and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company.
- (E) To sell, manage, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Company as may be considered expedient with a view to the promotion of its objects or any of them.
- (F) To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company.
- Clifton Secretarial Agency Ltd

Clifton Secretarial Agency Ltd  
6 Stoke Newington Road,  
London N16 7XN  
Tel: 0171-254 4599 Fax: 0171-254 5282

- (G) To invest and deal with the monies of the Company in or upon such investments, securities or property as may be determined, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (H) To draw, accept, make, endorse, issue and negotiate bills of exchange, promissory notes and other negotiable instruments.
- (I) To pay all expenses of the incorporation and establishment of the Company.
- (J) To do all such other lawful things as shall further the attainment of the foregoing objects or any of them.
- (K) To do all or any of the things and matters aforesaid in any part of the World.

The objects of the Association shall not extend to any regulation of relations between employers and workers or organisations of employers and organisations of workers.

Provided also that in the 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 Council or other the managers or trustees of the Company shall be chargeable for such property as 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 answerable and accountable as such Council or other managers or trustees 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 of the High Court of Justice, the Charity Commissioners over such Council or other managers or trustees, but as regards any such property they shall be subject, jointly and separately, to such control or authority as if the Company were not incorporated. In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as allowed by law having regard to such trusts.

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

4. 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. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company in return for any service actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding two per cent less than the minimum lending rate prescribed for the time being by the Bank of England, or three per cent whichever is greater on money lent or reasonable and proper rent for premises demised or let by any member of the Company: but so that no member of the Council of Management or Governing Body 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 moneys worth shall be given by the Company to any member of such Council or Governing Body except repayment of reasonable out-of-pocket expenses and interest and the rate aforesaid on money lent or reasonable and proper rent for the 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 Council of Management or Governing Body may be a member and in which such member shall not hold more than one-hundredth 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.
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 the same being wound up while he is a Member or within one year after he ceases to be a Member for payments of the debts and

liabilities of the Company contracted before he ceased 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 £1.

7. If upon the winding up or dissolution of the Company there shall remain, 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 such 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 Clause 4 hereof, or shall be applied to such other charitable object or objects, as may be determined by the Ordinary Members of the Company at or before the time of dissolution or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then shall be applied to some charitable object or objects.
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 as to the time and manner of inspecting the same which may be imposed in accordance with the regulations contained in the Company's Articles of Association for the time being in force, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined, and the correctness of the balance sheet ascertained, by one or more properly qualified Auditor or Auditors.

Names, Addresses and Descriptions of Subscribers

X *Abraham Klein* X

ABRAHAM KLEIN  
Company Director  
25 Craven Walk  
London N16 6BS

X *Joshua Sternlicht* X

JOSHUA STERNLICHT  
Company Director  
14 Overlea Road  
London E5 9BG

X *ZS*

ZELDA STERNLICHT  
Company Director  
14 Overlea Road  
London E5 9BG

*Zs Sternlicht*

DATED this 20th August 1996

WITNESS to the above signatures:—

*Signature of witness: Sangita Khetani*

Name: SANGITA KHETANI

Address: 40 CARLTON ROAD, FRIERN BARNET, N11 3EX

Occupation: VDU-OPERATOR

THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

Articles of Association

- of -

CHEVRAS TSEDOKOH LIMITED

PRELIMINARY

1. In these presents, if not inconsistent with the subject or context, the words standing in the first column of the Table next hereinafter set out shall bear the meanings set opposite to them respectively in the second column thereof.

Words	Meanings
The Company :	As above.
The Act	The Companies Act 1985 and every statutory modification and re-enactment thereof for the time being in force.
These presents	These Articles of Association as originally framed or as from time to time altered by special resolution.
The Office	The registered office of the Company.
The Seal	The common seal of the Company.
Governor	A duly appointed member of the Council of the Company hereby constituted.
The Council	The Council of the Company or the Governors present at a duly convened meeting of the Council at which a quorum is present.
The Secretary	The Secretary for the time being of the Company.
Month	Calendar Month
Year	Year from 1st January to 31st December inclusive.
In writing	Written or produced by any substitute for writing, or partly written and partly so produced.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender shall include the feminine gender.

Words importing persons shall include corporations.

The expression "Secretary" shall include a temporary or assistant Secretary

and any person appointed by the Council to perform any of the duties of the Secretary.

Save as aforesaid, any words or expressions defined in the Act, if not inconsistent with the subject or context, shall bear the same meanings in these presents.

Reference herein to any provision of the Act shall be a reference to such provision as modified by any Statute for the time being in force.

### **PRIVATE COMPANY**

2. The Company is a Private Company within the meaning of the Act and accordingly the number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the company) is limited to fifty.

### **BUSINESS**

3. The Company is established for the purposes expressed in its Memorandum of Association.
4. Subject to the provisions (so far as applicable) of the Act, the business of the Company may be commenced so soon after the incorporation of the Company as the Council shall think fit.
5. The Office shall be at such place in England as the Council shall from time to time appoint.

### **MEMBERS**

6. (a) The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these presents, and none others, shall be Members of the Company and shall be entered in the Register of Members accordingly.  
(b) For the purposes of registration of the Company the number of Members of the Company shall not exceed twenty-five.
7. There shall be two classes of Members of the Company, namely:
  - (1) Ordinary Members
  - (2) Honorary Members.
8. The Ordinary Members shall be the subscribers to the Memorandum of Association and all persons subsequently admitted by the Council to membership as Ordinary Members.
9. No person shall be admitted to membership of the Company as an Ordinary Member unless:
  - (1) he has signed and sent to the Secretary an application for admission framed in such terms as the Council shall from time to time prescribe, and
  - (2) he has been elected to membership by the Council.
10. The decision of the Council as to whether or not any applicant for admission to membership of the Company as an Ordinary Member shall be admitted shall be final and conclusive, and the Council shall be entitled in its absolute discretion to refuse to admit to membership any applicant without giving any reason for such refusal.
11. The Honorary Members shall be such persons as the Council may from time to time admit to honorary membership of the Company with their consent in writing. Every Honorary Member shall continue to be a Member for life or until he shall resign membership or for such shorter period as the Council at or after the time of his admission may determine.

12. Every Member shall use his best endeavours to promote the objects and interests of the Company and shall observe all the Company's regulations affecting him contained in or effective pursuant to these presents.
13. The rights of every Member shall be personal to himself and shall not be transferable, transmissible or chargeable by his own act, by operation of law or otherwise.
14. An Ordinary Member shall immediately cease to be a Member upon the happening of any one of the events following, namely:—
  - (1) If he shall resign membership by writing under his hand left at the Office.
  - (2) If the Member, being an individual, shall die or become lunatic or bankrupt or compound with his creditors or, being a corporation, shall go into liquidation or have a receiver appointed of its undertaking and assets or any part thereof.
  - (3) If he shall fail to perform any obligation binding upon him under these presents for one month after notice in writing requiring him to do so shall have been served upon him by the Company or if in the opinion of the Council his conduct shall be calculated in any respect to be prejudicial to the interests of the Company and he shall fail to remedy such conduct to the satisfaction of the Council for one month after notice in writing requiring him to do so shall have been served upon him by the Company and if also in either of such cases the Council by resolution passed by a majority of not less than three-fourths of the members of the Council present at a meeting of the Council of which notice specifying the intention to propose the resolution has been given shall resolve that his membership be terminated.
15. A Register shall be kept by the Company containing the names and addresses of all the Members, together with such other particulars as may be required by the Act.
16. Any Member who for any cause whatsoever shall cease to be a Member shall remain liable for and shall pay to the Company all moneys which may become payable by him by virtue of his liability under the Memorandum of Association.

#### **GENERAL MEETINGS**

17. The first General Meeting of the Company shall be held at such time, not being less than one month or more than three months after the incorporation of the Company, and at such place as the Council shall determine.
18. A General Meeting shall be held once in every year at such time (within a period of not more than fifteen months after the holding of the last preceding General Meeting) and place as shall be determined by the Council.
19. The above-mentioned General Meetings shall be called Ordinary Meetings: all other General Meetings shall be called Extraordinary Meetings.
20. The Council may call an Extraordinary Meeting whenever it shall think fit.
21. On requisition by Ordinary Members in accordance with Section 368 of the Act the Council shall forthwith proceed to convene an Extraordinary Meeting, and in the case of any such requisition the provisions of the said Section 368 shall apply.
22. Except with the permission of the Chairman of the Meeting, no Member shall be entitled to bring any special business before any General Meeting unless he shall have given notice in writing of such special business to the Secretary so as to be received by him not less than ten days before the date of the Meeting, and in any such case the Secretary shall forthwith give notice of such special business to all Members for the time being entitled under these presents to receive notice of General Meetings.

#### **NOTICE OF GENERAL MEETINGS**

23. Subject to the provisions of Section 378 of the Act relating to Meetings convened for the purpose of passing special resolutions, fourteen days' notice

at the least (inclusive of the day on which the notice is served or deemed to be served but exclusive of the day for which the notice is given) of every General Meeting of the Company specifying the place, the day and the hour of meeting and (subject as provided by Article 23) in case of special business the general nature of such business shall be given in manner hereinafter mentioned to all Members for the time being entitled under these presents to receive notice of General Meetings, provided that with the written consent of all such Members a Meeting may be convened on such shorter notice and in such manner as such Members may think fit. The accidental omission to give notice to or the non-receipt of notice by any Member shall not invalidate the proceedings at any General Meeting.

### PROCEEDINGS AT GENERAL MEETINGS

24. All business shall be deemed special which is transacted at an Extraordinary Meeting and also all business which is transacted at an Ordinary Meeting with the exception of the consideration of the Accounts and Balance Sheet and the Reports of the Council and Auditors and the election of the Auditors and the fixing of their remuneration.
25. No business shall be transacted at any General Meeting unless a quorum be present when the Meeting proceeds to business. Ten per cent of the Members or three Ordinary Members (whichever is greater) present in person, shall form a quorum.
26. If within half an hour from the time appointed for holding any General Meeting a quorum be not present the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case the Meeting shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned Meeting a quorum be not present within fifteen minutes from the time appointed for holding the Meeting, the Ordinary Members present shall form a quorum.
27. The Chairman (if any) of the Council or in his absence the Deputy-Chairman (if any) shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman or Deputy-Chairman, or if at any Meeting neither the Chairman nor the Deputy-Chairman be present within fifteen minutes after the time appointed for holding the Meeting, or if neither of them be willing to act as Chairman, the Ordinary Members present shall choose some Governor or, if no Governor be present or if all the Governors present decline to take the Chair, some Ordinary Member present shall be Chairman.
28. The Chairman, with the consent of any Meeting at which a quorum is present, may and if so directed by the Meeting shall adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place. When a Meeting is adjourned for fifteen 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 any adjournment or of the business to be transacted at an adjourned meeting.
29. 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 be demanded by at least three Ordinary Members present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the Minute Book 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.
30. In 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 take a second or casting vote.
31. If a poll be duly demanded it shall be taken in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
32. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman shall direct.

33. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which the poll has been demanded.

#### VOTES OF MEMBERS

34. On a show of hands every Ordinary Member present in person shall have one vote, and on a poll every Ordinary Member present in person or by proxy shall have one vote. Honorary Members shall be entitled to receive notice of and to attend but not to vote at General Meetings.
35. At any General Meeting a corporation being an Ordinary Member may vote by any proxy or duly authorised representative, who shall be entitled to speak demand a poll, vote, act as proxy and in all other respects exercise the rights of an Ordinary Member and shall be reckoned as an Ordinary Member for all purposes.
36. 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 given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the Meeting, whose decision shall be final and conclusive.
37. On a poll votes may be given either personally or by proxy.
38. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor be a corporation, either under its common seal or under the hand of an officer or attorney so authorised.
39. No person shall act as a proxy unless (1) he be entitled on his own behalf to be present and vote at the Meeting at which he acts as proxy or (2) his appointment be approved by the Council or (3) he be appointed to act at that Meeting, either as a representative of a corporation pursuant to Section 375 of the Act or as its proxy.
40. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or notarially certified copy of such power of authority, shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the Meeting or adjourned Meeting in which the person named in the instrument proposes to vote, and in default the instrument of proxy shall be treated as valid. No instrument appointing a proxy shall be valid after the expiration of a period of three months from the date named in it as the date of its execution.
41. An instrument appointing a proxy may be in the following form or in any other form which the Council may approve:—
- "I, \_\_\_\_\_,
- of \_\_\_\_\_,
- being an Ordinary Member of the above named Company,
- hereby appoint \_\_\_\_\_,
- of \_\_\_\_\_,
- as my proxy to vote for me and on my behalf at the Ordinary  
(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
- As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_."
42. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity or the principal of revocation of the proxy or of the authority under which the proxy was executed, provided that no imitation in writing of such death, insanity or

revocation shall have been received by the Company at the Office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

### THE COUNCIL.

43. Unless and until otherwise determined by the Company in General Meeting, the Governors shall not be less than three and not more than ten in number.
44. The first Governors shall be **A.Klein, S.R.Klein and J.Sternlicht.**
45. Subject and without prejudice to Article 43 the power to appoint and (in the manner mentioned in Article 48 (5)) remove Governors shall be vested in the Council, but so that the total number of Governors shall not at any time exceed the maximum number fixed by or in accordance with these presents.
46. Every Governor shall hold office until he shall die or shall cease to hold office by virtue of Article. <sup>48</sup>
47. The Governors shall not be entitled to any remuneration for their services, but the Council may authorise the payment by the Company to any Governor of any reasonable and proper out-of-pocket expenses incurred by him in the performance of his duties or otherwise in connection with the affairs of the Company.

### DISQUALIFICATION OF GOVERNORS

48. The office of a Governor shall be vacated in any one of the events following namely:—
  - (1) If he shall resign his office by writing under his hand left at the Office.
  - (2) If he shall become lunatic or of unsound mind or bankrupt or compound with his creditors.
  - (3) If he shall hold any place of profit under the Company.
  - (4) If he shall become prohibited from being a Governor by reason of any order made under the Act.
  - (5) If he shall be removed from office by resolution passed by the affirmative vote of not less than three-fourths of the Governors present at the Meeting of the Council at which the resolution was proposed.

### PROCEEDINGS OF THE COUNCIL .

49. The Council may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it shall think fit. Unless and until otherwise determined by the Council, questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. The Chairman of the Council may and the Secretary on the requisition of not less than two Governors shall at any time summon a meeting of the Council.
50. Seven days' notice at least (inclusive of the day on which the notice is served or deemed to be served but exclusive of the day for which the notice is given) specifying the place, the day and the hour of meeting and enclosing the agenda of the business to be discussed at the meeting shall be given of every meeting of the Council unless in the opinion of the Chairman or failing him the Vice-Chairman it shall be expedient to call a meeting on short notice for the discussion of urgent business, in which case the meeting may be called on three days' notice if the notice is sent through the post or on twenty-four hours' notice if the notice is given by telephone or telegraph. It shall not be necessary to give notice of a meeting of the Council to any Governor for the time being absent from the United Kingdom.
51. The Council shall appoint from among its members a Chairman and a Vice-Chairman, and in the event of any vacancy in either of those offices the Council shall so soon as practicable fill the vacancy.

52. The quorum necessary for the transaction of the business of the Council may be fixed by the Council and unless and until so fixed shall be three.
53. No business not mentioned in the agenda mentioned in Article 51 shall be transacted at any meeting of the Council unless in the opinion of the Chairman of the meeting, supported by a majority of the other Governors present at the meeting, such business arises directly out of an item included in the agenda or out of the minutes of the last preceding meeting or is a matter of urgency.
54. If at any meeting of the Council neither the Chairman nor the Vice-Chairman be present within fifteen minutes after the time appointed for holding the meeting, the Governors present shall choose one of their number to be Chairman of the Meeting.
55. A resolution in writing signed by all the Governors for the time being in the United Kingdom shall be as effective as if it had been passed at a meeting of the Council duly convened and held.
56. The Council may delegate any of its powers (other than the power to admit or expel Members of the Company) to Committees consisting of such members of the Council as it may think fit. In the exercise of the powers so delegated any Committee so formed shall conform to any regulations which may be imposed on it by the Council. All acts and proceedings of such Committees shall be reported back to the Council as soon as possible.
57. A Committee may elect a Chairman of its meetings; if no such Chairman be elected, or if at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same, the members of the Committee present shall choose one of their number to be Chairman of the meeting.
58. A Committee may meet and adjourn as it shall think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, but in case of an equality of votes the Chairman shall not have a second or casting vote, and the resolution shall be considered as lost. A Committee shall have power to fix its own quorum, but except to such extent the meetings and proceedings of a Committee shall be governed by the provision herein contained for regulating the meetings and proceedings of the Council so far as the same are applicable thereto and are not superseded by any regulations imposed by the Council under or by the provisions of the preceding Articles.
59. All acts done at any Council or Committee meeting or by any person acting as a Governor, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Governor or person acting as aforesaid or that he or any of them was ineligible or had vacated office, shall be as valid as if every such person had been duly appointed and was eligible and had continued to be a Governor.

#### **POWERS AND DUTIES OF THE COUNCIL**

60. The business and affairs of the Company shall be managed by the Council, which may pay all expenses incurred in promoting and registering the Company and (subject as hereinafter provided) may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or 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 Council which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Council by any other Article.
61. The Council may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking and property, and to issue debentures and other securities, and any such debentures and other securities may be issued at par or at a premium or at a discount.
62. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable 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 Council shall from time to time by resolution determine.

### MINUTES

63. The Council shall cause minutes to be made in books provided for the purpose:—

- (1) of all appointments of officers made by the Council, and
- (2) of the names of the Governors present at every meeting of the Council and of any Committee of the Council, and
- (3) of all resolutions and proceedings at all meetings of the Council and of all Committees of the Council.

Every Governor present at any meeting of the Council or on any Committee shall sign his name in a book to be kept for that purpose.

### THE SEAL

64. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Council and shall be so affixed in the presence of at least one Governor and of the Secretary or such other person as the Council may from time to time appoint for the purpose, and such Governor and Secretary or other person aforesaid shall sign every instrument to which the Seal is so affixed in their presence.

### ACCOUNTS

65. The Council shall cause true accounts to be kept:—

- (1) of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and
- (2) of the property, credits and liabilities of the Company.

66. The books of account shall be kept at the office, or at such other place or places as the Council may think fit, and shall always be open to the inspection of the Governors.

67. The Company in General Meeting may at any time or from time to time make conditions and regulations as to the time and manner of inspection by Members of the accounts of the Company, and subject to any such conditions and regulations such accounts shall be open to the inspection of Members at all reasonable times during business hours.

68. Once at least in every year the Council shall lay before the Company in General Meeting an income and expenditure account made up to a date not more than six months before the meeting and a balance sheet made up as at the same date containing all such particulars with regard to the capital, the assets, and the liabilities of the Company as are required by the Act.

69. Every such balance sheet as aforesaid shall be signed on behalf of the Council by two Governors and shall be accompanied by a report of the Council as to the state of the Company's affairs, and it shall also have attached to it the Auditors' report.

70. A copy of every income and expenditure account, balance sheet and report which is to be laid before the Company in General Meeting shall be sent to all persons entitled to receive notice of General Meetings of the Company not less than seven days before the date of the Meeting.

### AUDIT

71. Auditors shall be appointed and their duties regulated in accordance with Sections 384-390(incl.) of the said Act.

## NOTICES

72. Any notice or other document may be served by the Company on any Member either personally or by sending the same through the post in a pre-paid envelope addressed to such Member at his registered address as appearing in the Register of Members.
73. Any notice or other document, if served by post, shall be deemed to have been served on the day following that on which the envelope containing the same is put into the post, and in proving such service it shall be sufficient to prove that such envelope was properly addressed, stamped and posted.
74. Any notice or other document which pursuant to these presents is required to be served by any Member on the Company or on the Secretary or any other officer of the Company may be served by leaving the same at the Office or by sending the same through the post in a pre-paid envelope addressed to the Company or to the Secretary or other officer of the Company, as the case may be, at the Office.

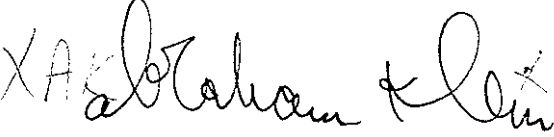
## WINDING UP

75. If the Company shall be wound up the provisions contained in Clause 7 of the Memorandum of Association shall be performed and have effect in all respects as if the same were repeated in these presents.

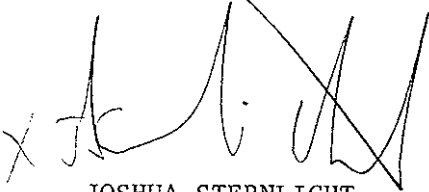
## INDEMNITY

76. In the execution of the trusts hereof no member of the Council of Management shall be liable for any loss to the property of the charity arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or any other member of the Council of Management hereof although the employment of such agent was strictly not necessary or expedient or by reason of any mistake or omission made in good faith by any member of the Council of Management hereof or by any other matter or thing other than wilful and individual fraud on the part of the member of the Council of Management who is sought to be made liable.

Names, Addresses and Descriptions of Subscribers

X 

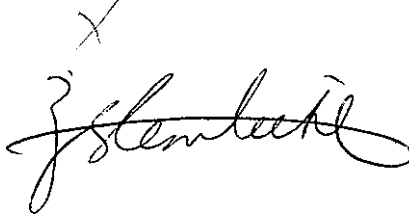
ABRAHAM KLEIN  
Company Director  
25 Craven Walk  
London N16 6BS

X 

JOSHUA STERNLICHT  
Company Director  
14 Overlea Road  
London E5 9BG


X ZS

ZELDA STERNLICHT  
Company Director  
14 Overlea Road  
London E5 9BG

X 

DATED this 20th August 1996

WITNESS to the above signatures:—

Signature of witness: 

Name: SANGITA KHETANI

Address: 40 CARLTON ROAD, FRIERN BARNET, N11 3EX

Occupation: VOL-OPERATOR