FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 3929177

The Registrar of Companies for England and Wales hereby certifies that THE KING'S CONSORT

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 18th February 2000



N03929177P





Package:

'Laserform'

by Laserform International Ltd.

Declaration on application for registration

Please complete in typescript, or in bold black capitals.

CHFP025

Company Name in full

THE KING'S CONSORT

SARAH VICTORIA CORMACK

ONE SILK STREET, LONDON EC2Y 8HQ

† Please delete as appropriate.

do solemnly and sincerely declare that I am a Solicitor engaged in the formation of the company I person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985 | 1 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

Declared at

ONE SILK STREET, LONDON EC2Y 8HQ

Year

۱ ۲

Day

1 0 0 2 2 0 0

Month

• Please print name.

before me 0

MATTHEW JOLLEY

Signed

ed tolly

Date

10 Feb 2000

†A Commissioner for Oath's 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.

SARAH CORMACK

LINKLATERS

ONE SILK STREET

LONDON

EC2Y 8HQ

Tel 0171 456 5672

DX number 10

DX exchange CDE



COMPANIES HOUSE

0041 11/02/00 Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

When you have completed and signed the form please send it to the

for companies registered in England and Wales

OI

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

DX 235

Laserform International 12/99

DX 235 Edinburgh

Package:

'Laserform'

by Laserform International Ltd.

Please complete in typescript, or in bold black capitals.

CHFP025

30(5)(a)

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

L	

Company Name in full

THE KING'S CONSORT

SARAH VICTORIA CORMACK

ONE SILK STREET, LONDON EC2Y 8HO

† Please delete as appropriate.

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

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

Declarant's signature

Declared at

ONE SILK STREET, LONDON EC2Y 8HQ

Day Month Year

0 1 0

Please print name.

before me[®]

MATTHEW JOLLEY

Signed

Date

10 Feb 2000

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.

SARAH CORMACK

LINKLATERS

ONE SILK STREET

LONDON

le

EC2Y 8HO

Tel 0171 456 5672

DX number 10

DX exchange CDE



COMPANIES HOUSE

11/02/00

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

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

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

for companies registered in Scotland

DX 235 Edinburgh

Laserform International 12/99

Package:

'Laserform'

by Laserform International Ltd.

Please complete in typescript

First directors and secretary and intended situation of

or in bold black capitals. Notes on completion appear on final page	registered office	·	
Company Name in full	THE KING'S CONSORT		
* F 0 1 0 0 F 1 0 *			
Proposed Registered Office	34 ST MARY'S GROVE		
(PO Box numbers only, are not acceptable)			
Post town	LONDON		
County / Region	N/A	Postcode	W4 3LN
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			
-			
Address			
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.



A24 COMPANIES HOUSE

COMPANIES HOUSE

06/12/99

Laserform International 1/97

SARAH CORMACK

LINKLATERS & PAINES

ONE SILK STREET

LONDON EC2Y 8HQ

Tel 0171 456 5672

DX numberDX: 10

DX exchange LDE CURSITOR ST, EC4

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 name	THE KING'S CONSORT							
NAME *Style / Title	*Honours etc							
* Voluntary details	BEN							
Surname	TURNER							
Previous forename(s)								
Previous surname(s)								
Address	1 SUMMERHOUSE LANE							
Usual residential address For a corporation, give the								
registered or principal office address. Post town	WEST DRAYTON							
County / Region	MIDDLESEX Postcode UB7 OAT							
Country	UNITED KINGDOM							
	consent to act as secretary of the company named on page 1							
Consent signature	Bone Date 21/10/99							
Directors (see notes 1-5)								
Please list directors in alphabetical order	*Honours etc							
NAME *Style / Title	Horiours etc							
Forename(s)	NICOLA ANNE							
Surname	OPPENHEIMER							
Previous forename(s)								
Previous surname(s)	BROTHERTON							
Address	58 AIREDALE AVENUE							
Usual residential address For a corporation, give the								
registered or principal office								
address. Post town	LONDON							
County / Region	N/A Postcode W4 2NN							
Country	UNITED KINGDOM							
	Day Month Year							
Date of birth	30 09 50 Nationality Skitish							
Business occupation	CIVIL SERVANT							
Other directorships	NONE							
	consent to act as director of the company named on page 1							
Consent signature	N.A. Oppahenia Date 21/10/99							

Company Soc	ratory					Form 1	O Continuation Chart		
Company Sec	•				-	- FORM I	0 Continuation Sheet		
`	Company number								
ı	NAME *Style / Title		*Honours etc						
* Voluntary details	Forename(s)								
	Surname				_	.			
	Previous forename(s) Previous surname(s)								
			=======================================						
1	Address	İ							
Usual residential a									
registered or principa address.	Post town			\angle					
	County / Region		_/	/ 		Postcode			
	Country	·							
		I consent to	o act as	secret	ary of the co	ompany na	med on page 1		
	Consent signature					Date			
DIFECTORS (see not Please list directors	es 1-5) in alphabetical order								
	NAME *Style / Title		_		*Honour	s etc			
	Forename(s)	BARBARA	JANE						
	Surname	ABENSUR	<u> </u>	<u> </u>					
	Previous forename(s)		78.						
	Previous surname(s)		`=-	<u></u>		= =			
	Address	23 RUTLA	AND GA	TE					
Usual residential a For a corporation, gi									
registered or princip			<u>=</u> '	=	- 3 -	====			
address.	6	LONDON							
	County / Region	N/A			-	Postcode	SW7 1PD		
	Country	UNITED F	KINGDO	М					
		Day 1	Month	Year					
ι	Date of birth	06	05	50	Nationalit	y BRITI	SH		
E	Business occupation	NONE		<u>.</u>					
(Other directorships	NONE							
	Consent signature	I consent t	o act as		or of the con	npany nam	ed on page 1 21 OSher/4		

Compony	Socratory						Form 1	0 Continuation She		
Company	Secretary (1				<u> </u>	FOIII I	U Continuation She		
1	Co.	mpany number								
	NAME	*Style / Title				*Honours	etc			
* Voluntary details		Forename(s)								
		Surname								
	Previo	us forename(s)								
	Previo	ous surname(s)	s)							
	Address							-		
	Usual residential address For a corporation, give the									
registered or pa address.	rincipal office	Post town	<u></u>							
	Co	ounty / Region			<i>f</i>	P	ostcode			
		Country	ry					<u> </u>		
			l consent	to act a	s secreta	ry of the com	npany nar	med on page 1		
	Conser	nt signature					Date			
Directors ((see πotes 1-5) ectors in alphabe	tical order								
r rodoo not ano	NAME	*Style / Title				*Honours	etc Q.c	•		
		Forename(s)	міснаеі							
		Surname	CRYSTA							
	Previo	us forename(s)					-			
	Previ	ous surname(s)		_	-					
	Address		37 HAM:	ILTON T	ERRACE					
Usual resider For a corporat	ion, give the									
registered or p address.	rıncıpai office	Post town	LONDON				_			
	C	ounty / Region	N/A			Р	ostcode	NW8 9RG		
		Country	UNITED	KINGDO	м					
			Day	Month	Year	1				
	Date of b	irth ·	05	03	1948	Nationality	BRITI	sh		
	Business	occupation	BARRIS	rer						
	Other dire	ectorships	NONE		· · · · · · · · · · · · · · · · · · ·					
			consent	to act a	s director	of the comp	any name	ed on page 1		
	Consei	nt signature	N	لتعلمتا	es c	untal	Date	25/10/99		

Other directorships

FINESPLICE LTD, DLM RESEARCH LTD

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

Consent signature

| Date | 30 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 1

	-								
Company Secretary	(see notes 1-5)								
NAME	*Style / Title				*Honours	etc			
	Forename(s)		<u>.</u>	, , - .		<u> </u>			
* Voluntary details	Surname		`		<u>=</u> :	<u> </u>			
Previo	us forename(s)			 =		· 			
Previ	ous surname(s)								
Address									
Usual residential address For a corporation, give the	Post town			/					
registered or principal office address.	ounty / Region				F	ostcode			
	Country								
		l consent	to act as	<u>secreta</u>	ry of the cor	mpany nai	med on page 1		
Conse	nt signature .					Date			
Directors (see notes 1-5)						_, [
Please list directors in alphabo	etical order *Style / Title				 *Honours	etc			
	Forename(s)	JULIA N	MARY	<u> </u>					
	Surname	KING							
Previo	ous forename(s)			_		"			
Previ	ious surname(s)			=	<u>.</u>				
Address	i	51 QUE	EN STRE	et					
Usual residential address For a corporation, give the						=======================================			
registered or principal office address.	Post town	COCCESI	HALL	_					
C	ounty / Region	ESSEX			F	ostcode	CO6 1UE		
	Country	UNITED	KINGDO	<u> </u>			<u> </u>		
		Day	Month	Year					
Date of b	irth	30	04	58	Nationality	BRITI	SH		
Business	s occupation	JOURNA	LIST						
Other dir	ectorships	NONE							
		consent	to act as	s director	of the comp	any name	ed on page 1		
Conse	nt signature			1	-	Date	21.10.99		

		,						
Directors.	(continued)	(see notes 1-5	5)					
•	NAME	*Style / Title				*Honours	etc	
		Forename(s)	JOHN F	RANCIS				
* Voluntary details		Surname	ELLARD					
	Previou	us forename(s)						
	Previo	ous surname(s)				<u>-</u>	<u></u>	
	Address		38 SHA	WFIELD	STREET		<u> </u>	
Usual residential For a corporation registered or print	, give the							
address.	oipai oitioo	Post town	LONDON					·
	Co	ounty / Region	N/A				Postcode	SW3 4B
		Country	UNITED	KINGDO	М			
	D ().		Day	Month	Year]		
	Date of bi		05	04	53	Nationality	BRITI	:SH ====================================
	Business	occupation	solici	TOR				
Other directorships			NONE					
			I consen	t to act a	s directo	r of the com	pany name	ed on page 1
	Conser	nt signature	Q	-21	lad		Date	30/6/99
This section Either an agent of all subs	n behalf	e signed by Signed		£ 71	Nad		Date	35/6/199
Or the sub	scribers	Signed	70	. A. O	ppenhe	win	Date	21/16/19
(i.e those as member	ers on the		B	JA	Gend	in	Date	21/10/99
memoran association		Signed	*				Date	20/10/16
i		Signed	\ \mathcal{N}	litha	u	ystal	Date	25/10/99
		Signed		Stephen	P12m		Date	1/11/99
		Signed		Bone	1		Date	21/10/99

BB \$20 052466

6 BEC 1999

BUON The Companies Act 198

COMPANY LIMITED BY GUAR

MEMORANDUM OF ASSOCIATION

OF

THE KING'S CONSORT

COMPANIES HOUSE

11/02/00 UU/ 14/33

- 1 The name of the company is "The King's Consort" (and in this document is called the "Charity").
- 2 The registered office of the Charity is to be situated in England and Wales.
- 3 The Charity's object (the "Object") is to advance the education of the public in the art and science of music and in particular of historically aware musical performance, by the presentation of concerts, recitals, lectures and other material and activities (including the promotion of research work).
- In the furtherance of the Object but not otherwise the Charity shall have the following powers:
- to purchase, lease, hire, or otherwise acquire, and also (subject to such consents (if any) as may for the time being be imposed or required by law) sell, mortgage, lease, grant licences, easements and other rights over, exchange or otherwise deal with or dispose of any real or personal property (including any estate or interest therein) for the purposes of the Charity;
- 4.2 to rent, build, construct, endow, furnish, equip, execute, carry out, improve, work, alter, administer, maintain, manage, insure or control buildings and premises of all descriptions and to contribute to or assist in any of the aforesaid activities with a view to the promotion or carrying out of the objects of the Charity;
- 4.3 to borrow and raise money upon banking account or otherwise and to secure or discharge any debt or obligation of or binding upon the Charity by the issue of or upon bonds, debentures, bills of exchange, promissory notes, mortgages, charges or such other obligations or securities as the Charity may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 4.4 to acquire (whether beneficially or as trustee) by gift, devise, bequest, purchase, lease, hire or otherwise any real or personal property anywhere in the world (including any estate or interest therein and any rights or privileges necessary or desirable for any of the purposes of the Charity) and whether or not any of the same shall be subject to any liability and to retain any property so acquired or acquired otherwise in the state in which it may be at the time of such acquisition or (subject to such consents(if any) as may for the time being be imposed or required by law) to sell, lease, call in, convert into money, dispose of or otherwise deal with all or any part of the same in such manner as shall further the objects of the Charity;
- 4.5 either with or without security, to give financial assistance by way of loans, donations or subscriptions or otherwise to any charitable association, trust, society or corporation for the purpose of furthering the objects of the Charity;
- 4.6 to compile, print, publish or otherwise disseminate or procure the compilation, printing, publication or other dissemination (including any electronic dissemination) gratuitously or otherwise of any reports, journals, periodicals, books, newspapers, pamphlets, leaflets or other

forms of literature or documents and to broadcast, televise or to make and issue or otherwise show films, video tapes, cassettes, compact discs and other sound recordings or similar mediums or to procure the broadcasting, televising or the making, issuing and showing of such films, video tapes, cassettes, compact discs and other sound recordings or similar mediums in furtherance of the objects of the Charity;

- 4.7 to establish, undertake and execute any charitable trusts which may lawfully be undertaken by the Charity and are directly ancillary to its objects;
- 4.8 to establish, finance and manage whether in the United Kingdom or elsewhere any charitable body, association or organisation (whether incorporated or unincorporated) to carry out within the territory in which or in some part of which it is established the objects herein set out;
- 4.9 to take all such steps as shall from time to time be necessary for the purpose of promoting the objects of the Charity and for procuring contributions by way of donations, subscriptions, devises, bequests and in any other manner from time to time permitted by law;
- 4.10 generally to obtain, collect and receive money and raise funds and to invite and receive contributions from any persons or organisations (whether incorporated or unincorporated) whatsoever by way of subscription donation (including deeds of covenant) and otherwise Provided that the Charity shall not undertake any permanent trading activities in raising funds for the objects of the Charity (but this proviso shall not prevent the Charity from engaging in any trading activity in carrying out its objects);
- 4.11 to establish, promote or encourage the formation of or to affiliate, amalgamate, support, combine or co-operate with any other charitable association, trust, society or corporation, and to liaise, communicate, co-operate or co-ordinate with any public body, local or governmental authority, professional body, company, committee or other organisation in all or in any parts of the world in furtherance of the objects of the Charity; but so that the funds of the Charity shall be paid or applied only to or for the benefit of any such other association, trust, society or corporation as is established only for purposes recognised as charitable by English law;
- 4.12 subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law to transfer any property whether real or personal to any such exclusively charitable association, trust, society or corporation whether for the general purposes of such charity or for some specific charitable object or purpose of such charity and to enter into covenants for the making of periodic payments of the nature aforesaid;
- 4.13 generally to aid and to receive aid from any such other charitable association, trust, society or corporation in furtherance of the objects or any of the objects of the Charity;
- 4.14 to lend money to and guarantee or provide security (whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) of the Charity) for any borrowing by or the performance of the contracts or obligations of any such charitable association, trust, society or corporation and for the purpose aforesaid to give all kinds of indemnities;
- 4.15 to employ, hire, or otherwise obtain and to pay reasonable and proper remuneration to secretaries, clerks, officers, solicitors, bankers, insurance brokers, stockbrokers, accountants, architects, surveyors, teachers, instructors and any other person or persons (not being Trustees) for the objects of the Charity or any of them;
- to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;

- 4.17 to draw, make, accept, endorse, discount, negotiate, execute and issue, and to buy, sell and deal with bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments or securities and to operate bank accounts;
- 4.18 to invest the moneys of the Charity not immediately required for its purposes in or upon any investments, securities or property in any part of the world as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 4.19 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- 4.20 to pay out of the funds of the Charity any premium in respect of indemnity insurance for:
 - 4.20.1 any officer or employee of the Charity (including an officer or employee who is a member of the Charity); and
 - 4.20.2 the Trustees if such premium is permitted to be paid under clause 5.6 below;
- 4.21 to do all such lawful things as shall further the above objects.

Provided that in case the Charity shall take or hold any property which may be subject to a trust, the Charity shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;

5 The income and property of the Charity, however derived, shall be applied solely towards the promotion of the objects of the Charity as set forth in this Memorandum of Association and no portion of this 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 Charity and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity.

Provided that nothing herein shall prevent the payment in good faith by the Charity:

- 5.1 of reasonable and proper remuneration to any member, officer or servant of the Charity (not being a Trustee) for any services actually rendered to the Charity;
- 5.2 of interest on money lent by any member of the Charity or any Trustee at a rate per annum not exceeding 2 per cent. less than the base rate of the Charity's principal bankers or 3 per cent. whichever is the greater;
- **5.3** of reasonable and proper rent for premises demised or let by any member of the Charity or any Trustee;
- 5.4 of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of that company;
- 5.5 to any Trustee of expenses reasonably and properly incurred on behalf of the Charity;
- 5.6 of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty which they may be guilty of in relation to the Charity; provided that such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not.
 - 6 The liability of the members is limited.

- 7 Every member of the Charity undertakes to contribute to the assets of the Charity 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 payment of the debts and liabilities of the Charity contracted before he ceases to be a member, and of the costs, charges, and expenses of winding-up the same, and for the adjustment of the right of the contributories among themselves, such amount as may be required, not exceeding £1.
- 8 If upon the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Charity but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, 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 Charity under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Charity at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable object.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Nicola Anne Oppenheimer 58 Airedale Avenue London W4 2NN N.A. Oppuherio

witness to the above signature

David Michael Cochrane Elsworth Steen Nevilles Mattingley Hook Hampshire RG27 8JU

signature and a

CONTRACTOR OF THE CONTRACTOR O

witness to the above signature

Julia Mary King 51 Queen Street Coggeshall Essex CO6 1UE

Barbara Jane Abensur 23 Rutland Gate London SW7 1PD

Ben Turner 1 Summerhouse Lane West Drayton Middlesex UB7 0AT

signature

witness to the above signature

signature

witness to the above signature

signature

witness to the above signature

Janes A gad

Aug M

John Francis Ellard 38 Shawfield Street London SW3 4BZ

itness to the above signature

Michael Crystal QC 37 Hamilton Terrace London **NW8 9RG**

London **SW6 2AB** signature

witness to the above signature

Dr Stephen Dowland Page 4 Harwood Terrace

DATED 28 November

1999

6

The Companies Act 1985

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE KING'S CONSORT

Interpretation

1 In these Articles:

the "Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and the "Acts" means the Act and every other Act for the time being in force concerning companies and affecting the Charity.

the "Articles" means these Articles of Association of the Charity.

the "Charity" means the above named company.

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

the "Seal" means the Common Seal of the Charity if there is one.

the "Secretary" means any person appointed to perform the duties of the secretary of the Charity.

the "Trustees" means the directors of the Charity and "Trustee" has a corresponding meaning.

the "Office" means the registered office of the Charity.

the "Auditors" means the Auditors for the time being of the Charity.

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.

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.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

Members and Membership

2 The subscribers to the Memorandum of Association and such other persons as are admitted to membership in accordance with the rules made under Article 45 shall be members of the Charity. The rights of a member shall not be transferable and shall cease on death.

- 3.1 Every member of the Charity other than the subscribers to the Memorandum of Association of the Charity shall either sign a written application or consent to become a member or sign the Register of Members on becoming a member.
- 3.2 It shall be lawful for any person being a member of the Charity to guarantee any larger sum than £1 by executing a bond or subscription contract with the Charity to that effect.
- 4 The Secretary shall keep an accurate Register of Members of the Charity.
- 5 Any member may withdraw from the Charity by giving notice in writing to the Secretary of his intention so to do but any person ceasing by any means to be a member shall remain liable for and shall pay to the Charity all moneys due from him to the Charity at the time of his ceasing to be a member or for which he may become liable under the provisions of the Memorandum of Association.
- 6 The sole right of admission to membership shall be vested in the Trustees who may without showing cause refuse to admit any person as a member of the Charity but nothing herein contained shall entitle the Trustees to discriminate in any way between applicants by reason of race, colour, creed or sex.
- 7 The Trustees may also without showing cause by a resolution passed by a majority consisting of not less than two-thirds of the Trustees present at a Meeting of the Trustees of and at which the member in question has been given reasonable notice and a reasonable opportunity of being heard in his own defence convened solely or inter alia for the purpose of considering such resolution refuse to continue any person as a member of the Charity and if such resolution shall be so passed then (subject as provided in Article 5) such person shall cease to be a member and his name shall be removed from the Register of Members.
- 8 It shall be lawful for the Trustees to provide for the admission of such persons as they may think fit to be Associates of the Charity and for the rights, duties and liabilities (if any) of such Associates but so that such persons shall not by virtue only of having been admitted to be such Associates as aforesaid be members of the Charity and that such rights shall not include a right to speak or vote at general meetings of the Charity.
- 9 Entrance fees (if any) payable for becoming members and Associates of the Charity and the annual, quarterly or other subscriptions or payments (if any) payable by members of and Associates of the Charity shall be fixed by the Trustees. The Trustees shall have power to waive payment of such entrance fees, subscriptions, or payment in cases where this is deemed appropriate by the Trustees.

General Meetings

- The Charity 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 notices calling it and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Charity and that of the next provided that so long as the Charity holds its first Annual General Meeting within eighteen months after 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 Trustees shall appoint.
- 11 All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 12 The Trustees may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on requisition in accordance with the Acts. If at any time there are not within the United Kingdom sufficient Trustees capable of acting

to form a quorum, any Trustee or any member of the Charity may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Trustees.

Notice of General Meetings

- 13 An Annual General Meeting and an extraordinary meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice in writing, All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if so agreed:
- 13.1 in the case of an Annual General Meeting, by all the members entitled to attend and vote; or
- 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.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

The notice shall be given to all the members and to the trustees and auditors.

14 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

- 15 No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted shall constitute a quorum.
- 16 If a quorum is not present within half an hour from the time appointed for a meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.
- 17 The chairman, if any, of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as chairman of the meeting but if neither the chairman nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act the trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act, he shall be chairman.
- 18 If at any meeting no Trustee is willing to act as chairman or if no Trustee is present within fifteen minutes after the time appointed for the holding of the meeting, the members present shall choose one of their number to be chairman of the meeting.
- 19 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. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 20 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:
- 20.1 by the chairman; or

- 20.2 by at least [three] members present in person or by proxy; or
- 20.3 by any member or members present in person or by proxy and representing not less than onetenth of the total voting rights of all the members having the right to vote at the meeting.
- 21 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 minutes of the meeting 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.
- 22 Except as provided in Article 24, 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.
- 23 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.
- 24 A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately. 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.
- 25 Subject to the provisions of the Act 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 Charity duly convened and held.

Votes of Members

- 26 Subject to Article 23 every member shall have one vote.
- 27 A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote whether on a show of hands or on a poll by his committee, receiver or curator bonis and any such committee, receiver or curator bonis may on a poll vote by proxy.
- 28 No member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Charity have been paid.
- 29 Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands.
- 30 The instrument appointing a proxy shall be in writing under the hands of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Charity.
- 31 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office of the Charity or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 32 An instrument appointing a proxy shall be in the following form or a form as similar as possible to the following form:

"The King's Consort"

"I/We, of being a member/members of the above-named Charity hereby appoint of , or failing him, of

as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Charity to be held on the day of 19, and at any adjournment thereof.

Signed this

day of

19 ."

33 Where it is desired to give members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as similar as possible to the following form:

"The King's Consort"

"I/We, of being a member/members of the above-named Charity hereby appoint of , or failing him, of , as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Charity to be held on the day of 19 , and at any adjournment thereof.

Signed this

day of

19 ."

"This form is to be used" in favour of/against the resolution.

Unless otherwise instructed, the proxy will vote as he thinks fit.

*Strike out whichever is not desired."

- 34 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 35 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Charity at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Corporations acting by Representatives at Meetings

36 Any corporation which is a member of the Charity may by resolution of its Trustees or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual member of the Charity.

Honorary Officers

37 It shall be lawful for the Trustees to provide for the creation of the office of President and (one or more) Vice-Presidents and Patrons and (one or more) Vice-Patrons, for the admission and retirement of persons to such offices and for the powers, rights, duties and liabilities (if any) of

such persons but so that such persons shall not by virtue only of having been admitted to be Honorary Officers be members of the Charity and that such rights shall not include a right to speak or vote at general meetings or meetings of the Trustees.

The Office of Artistic Director of the Charity

38 The Trustees may from time to time appoint an Artistic Director of the Charity for such period and on such terms as it thinks fit and may pay the Artistic Director such reasonable remuneration as the Trustees shall think fit and make such reasonable provision for and grant such pension to the Artistic Director after his retirement as the Trustees shall also think fit. The Trustees shall also have power to provide for the powers, rights and duties of the Artistic Director and these may include the supervision of the administrative activities of the Charity, the recruitment of staff, and the supervision of any premises and the contents thereof acquired for the Charity and the Artistic Director (save as provided below) shall be entitled to receive notice of and to attend and speak at general meetings and, at meetings of the Trustees, but he shall not by virtue only of having been admitted to the office of Artistic Director be a member of the Charity or a Trustee and he shall have no right to vote at general meetings or meetings of the Trustees. The Artistic Director shall not be entitled to attend any general meetings or meetings of the Trustees at which the terms of his appointment are discussed or any other general meeting or meeting of the Trustees convened to discuss any matter which the members or the Trustees as the case may be deem inappropriate for discussion in the presence of the Artistic Director.

Trustees

- 39 Unless otherwise determined by ordinary resolution the number of Trustees shall not be less than three. The Trustees may fix and from time to time vary a maximum number of Trustees.
- 40 The first trustees shall be those persons named in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under the articles. Future trustees shall be appointed as provided subsequently in the articles.
- 41 The Trustees shall be able to claim all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Trustees or any committee or sub-committee of the Trustees or general meetings of the Charity or in connection with the business of the Charity.
- 42 No person other than a member may be appointed a Trustee.

Borrowing Powers

43 The Trustees may exercise all the powers of the Charity to borrow money, and to mortgage or charge its undertakings and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Charity or of any third party.

Powers and Duties of Trustees

The business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity as are not, by the Acts or by these Articles, required to be exercised by the Charity 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 Charity in general meeting; but no regulation made by the Charity in general meeting shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made.

- The Trustees shall have power from time to time to adopt and make, alter or revoke, bye-laws for the regulation of the Charity and otherwise for the furtherance of the purposes for which the Charity is established, provided that such bye-laws are in accordance with the Memorandum or the Articles. All such bye-laws for the time being in force shall be binding upon all members of the Charity until the same shall cease to have effect as hereinbefore provided or shall be varied or set aside by an Ordinary Resolution of the Charity. No member shall be absolved from such bye-laws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them. It is expressly declared that without prejudice to the powers of the Trustees to make bye-laws on other matters the following shall be deemed to be matters which may be governed by bye-laws within the meaning of this Article, that is to say:
- 45.1 as to the persons eligible for membership of the Charity;
- 45.2 as to the conditions on which persons shall be admitted to membership of the Charity;
- 45.3 as to the rights and privileges to be accorded to, and the qualifications, restrictions and conditions to be imposed on, members of the Charity;
- 45.4 as to committees and sub-committees of members and other persons, in connection with the various branches of the activities of the Charity and as to the appointment, removal, qualification, disqualification, duties, functions, powers and privileges of members of such committees and sub-committees.
- 46 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Charity, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons as the Trustees shall determine by resolution from time to time.
- 47 The Trustees shall cause minutes to be made in books provided for the purpose:
- 47.1 of all appointments of officers, Associates and Honorary Officers made by the Trustees;
- 47.2 of the names of the Trustees present at each meeting of the Trustees and of any committee or sub-committee of the Trustees:
- 47.3 of all resolutions and proceedings at all meetings of the Charity and of the Trustees, and of committees and sub-committees of the Trustees.

Disqualification of Trustees

- 48 A Trustee shall cease to hold office if he:
- 48.1 ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); or
- **48.2** becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
- 48.3 resigns his office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- 48.4 is absent without the permission of the Trustees from all their meetings held within a period of six months and the trustees resolve that his office be vacated.
- 49 A Trustee shall not vote in respect of any contract in which he is interested or any related matter, and if he does vote his vote shall not be counted.

Appointment and Retirement of Trustees

- 50 The Trustees shall not be subject to retirement by rotation.
- 51 No person shall be appointed or reappointed a trustee at any general meeting unless:
- 51.1 he is recommended by the Trustees; or
- 51.2 not less than three nor more than twenty-one days before the date appointed for the meeting there shall have been left at the Office of the Charity, notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person to be proposed of his willingness to be elected.
 - The Trustees shall have power, at any time and from time to time, to appoint any person to be a Trustee either to fill a casual vacancy or as an addition to the existing Trustees, but so that the total number of Trustees shall not at any time exceed the number fixed by the Trustees in accordance with Article 39.
- 53 Any Trustee appointed to fill a casual vacancy or as an addition to the existing Trustees shall hold office only until the next following Annual General Meeting and shall be eligible for re-election at such Meeting.
- The Charity may in accordance with and subject to the provisions of the Acts by ordinary resolution of which special notice has been given remove any Trustee before the expiration of his period of office (notwithstanding anything in these presents or in any agreement between the Charity and such Trustee) and appoint another person in place of a Trustee so removed from office.

Proceedings of Trustees

- 55 Subject to the provisions of the Articles the Trustees may 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 Trustee may, and the Secretary at the request of a Trustee shall, at any time call a meeting of the Trustees.
- The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one-third of their number or two trustees, whichever is the greater.
- 57 The Trustees may act notwithstanding any vacancy in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act for the purpose of increasing the number of Trustees to that number, or of calling a general meeting of the Charity, but for no other purpose.
- 58 The Trustees may elect a Chairman of their meetings and determine the period for which he 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 Trustees present may choose one of their number to be Chairman of the meeting.
- 59 The Trustees may delegate any of their powers to committees or sub-committees consisting of such Trustees as the Trustees think fit; any committee or sub-committee formed in this way shall conform to any regulations that may be imposed on it by the Trustees in the exercise of the powers delegated to it. All acts and proceedings of each such sub-committee should be fully and promptly reported back to the Trustees.
- 60 The meetings and proceedings of any such committee or sub-committee established in accordance with Article 60 shall be governed by the provisions of the Articles regulating the

- meetings and proceedings of the Trustees so far as they are applicable and are not superseded by any regulations made by the Trustees.
- 61 All acts done by a meeting of Trustees, or of a committee of Trustees, shall, notwithstanding that it is discovered afterwards that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 62 A resolution in writing, signed by all the Trustees for the time being entitled to receive notice of a meeting of the Trustees, shall be as valid and effective as if it had been passed at a meeting of the Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees

The Seal

63 The seal shall only be used by the authority of the trustees or of a committee of trustees authorised by the trustees. The trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a trustee and by the secretary or by a second trustee.

Accounts

64 Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

Annual Report

65 The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory reenactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

Annual Return

66 The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory reenactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

Notices

- Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the trustees need not be in writing.
- 68 The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity.
- 69 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 70 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

Indemnity

71 Subject to the provisions of the Acts and of the Memorandum of Association every Trustee or other officer (including any Auditor) of the Charity shall be entitled to be indemnified out of the assets of the Charity against all costs, charges, losses, expenses and liabilities (including any such liability as is mentioned in Section 310(3) of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Trustee or other officer (including any Auditor) shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Charity in the execution of the duties of his office or in relation thereto.

Winding-up

72 The provisions of Clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in these presents.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Nicola Anne Oppenheimer 58 Airedale Avenue London W4 2NN signature

tness to the above signature

en de la company
David Michael Cochrane Elsworth Steen Nevilles Mattingley Hook Hampshire RG27 8JU

witness to the above signature.

signature

signature

witness to the above signature

Julia Mary King 51 Queen Street Coggeshall Essex CO6 1UE Barbara Jane Abensur 23 Rutland Gate London **SW7 1PD**

Ben Turner 1 Summerhouse Lane West Drayton Middlesex UB7 0AT

John Francis Ellard 38 Shawfield Street London SW3 4BZ

signature

witness to the above signature

signature

witness to the above signature

signature

witness to the above signature

Michael Crystal QC 37 Hamilton Terrace London NW8 9RG Michael Crystal signature

Mister Table...

witness to the above signature

Dr Stephen Dowland Page 4 Harwood Terrace London SW6 2AB

witness to the above signature

DATED 28 November 1999

18