

FILE COPY



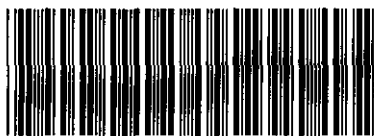
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4632485

The Registrar of Companies for England and Wales hereby certifies that
THE LONDON CARLBACH SHUL TRUST

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

Given at Companies House, Cardiff, the 9th January 2003



N04632485J



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

HC007B



Companies House

— for the record —

12

Declaration on application for registration

Please complete in typescript,
or in bold black capitals.

CHFP000

Company Name in full

THE LONDON CARLBACH SHUL TRUST

I.

KIONEL GERALD CURRY

of

17a WELBECK WAY LONDON W1G 9YJ

† Please delete as appropriate.

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

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

Declarant's signature

Declared at

17a Welbeck Way London W1

Day Month Year

On

07 01 2003

● Please print name.

before me ●

Anthony Johnson

Signed

Date

7-1-03

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

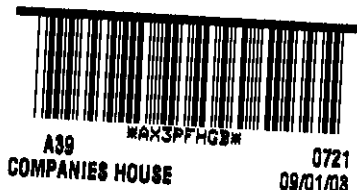
Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

CURRY DOPECK

17A WELBECK WAY LONDON W1G 9YJ

Tel 0207 224 6033

DX number 9082 DX exchange W6JT EN1

A39
COMPANIES HOUSE0721
09/01/03

Form revised June 1998

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



COMPANIES HOUSE

Please complete in typescript,
or in bold black capitals.

30(5)(a)

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

Company Name in full

THE LONDON CARLBACH SHUL TRUST



F030A01T

I, LIONEL GERALD CURRY

of 17a WELBECK WAY LONDON W16 9JY

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

† Please delete as appropriate.

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

17a WELBECK WAY LONDON W16 9JY

the

7th

day of

June

Two One thousand nine hundred and ninety

Please print name.

before me

ANTHONY JOHNSON

Signed

Anty Poreck

Date

7-1-03

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.

CURRY PORECK

17a WELBECK WAY LONDON W16 9JY

Tel 0207 224 6633

DX number 9082

DX exchange WEST END

A39
COMPANIES HOUSE0724
09/01/03

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

TOTAL P.01



Companies House
for the records

RECEIVED

27 SEP 2002

10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of
registered office

Company Name in full

The London Carlebach Shul Trust

Proposed Registered Office

(PO Box numbers only, are not acceptable)

17A Welbeck Way

Post town

London

County / Region

Postcode

W1G 9YJ

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

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on

Curry Popeck, 17a Welbeck Way, London
W1G 9YJ

Tel 0207 2246633

DX number 9082

DX exchange West End



A39
COMPANIES HOUSE 0719
09/01/03

A02
COMPANIES HOUSE 0673
20/12/02

Form April 2002

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

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address **

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

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

Dr

*Honours etc

Forename(s)

Michael

Surname

Sinclair

Previous forename(s)

Previous surname(s)

Address **

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

Post town

County / Region

Postcode

Country

Sinclair Montrose Trust Ltd Flat 6

4th Floor, 38 Wigmore Street 11 Hyde Park Gardens

London

W1H 0EX W 22LL

UK

Day Month Year

Date of birth

20 12 1942

Nationality

BRITISH.

Business occupation

CO-DIRECTOR

Other directorships

See attached list

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

Consent signature

Date

23 Sept. 02

Company Secretary (see notes 1-5)

Company name			
NAME	*Style / Title	*Honours etc	
* Voluntary details		Forename(s)	
		Surname	
		Previous forename(s)	
		Previous surname(s)	
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.		Address ††	
		Post town	
County / Region		Postcode	
Country			
I consent to act as secretary of the company named on page 1			
Consent Signature		Date	

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME		*Style / Title	Mr	*Honours etc	
* Voluntary details		Forename(s)			
		Surname			
		Previous forename(s)			
		Previous surname(s)			
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.		Address ††			
		Post town			
County / Region		Postcode	NW8 0PN		
Country		United Kingdom			
Date of birth		Day	Month	Year	Nationality
		02	12	1958	British
Business occupation		Solicitor			
Other directorships		Hilltop Investment Ltd, Fair Jewish			
		Charitable Trust, Briarclark Ltd			
I consent to act as director of the company named on page 1					
Consent signature		G M Phillips		Date	23.9.02

Company Secretary (see notes 1-5)

NAME *Style / Title

Mr

*Honours etc

QUEEN'S COUNSEL

* Voluntary details

Forename(s)

Jonathan

Surname

Caplan

Previous forename(s)

—

Previous surname(s)

—

Address †

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

☐

50 Farm Avenue

Post town

London

County / Region

Postcode

NW2 2BH

Country

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

Consent signature

Jonathan Caplan

Date

28. 9. 02

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mrs

*Honours etc

QUEEN'S COUNSEL

Forename(s)

Lucy

Surname

Coleman

Previous forename(s)

~~Abigail~~

Previous surname(s)

Stone

Address †

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

☐

14 Exeter Road

Post town

London

County / Region

Postcode

NW2 2BH

Country

Day Month Year

Date of birth

16 10 1959

Nationality

British

Business occupation

Barrister

Other directorships

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

Consent signature

Lucy Rose

Date

21. 10. 02

Company Secretary (see notes 1-5)

Form 10 Continuation Sheet

CHWP000

Company Name

NAME *Style / Title

Mr

*Honours etc

* Voluntary details

Forename(s)

Michael

Surname

Bradfield

Previous forename(s)

Previous surname(s)

Address †

19 Acacia Road

ST JOHN'S WOOD

Post town

London

County / Region

Postcode

NW8 6AN

Country

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

Consent signature

Date

27 SEPT 2002

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

Paul

Surname

Rayden

Previous forename(s)

Previous surname(s)

Address †

6 Elm Tree Road FLAT 3, CASTLECREE

HYDE PARK CRESCENT

Post town

London

County / Region

Postcode

NW8 6JX W2 2PT

Country

Day Month Year

Date of birth

05 06 1963

Nationality

BRITISH

Business occupation

COMPANY DIRECTOR

Other directorships

see attached list

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

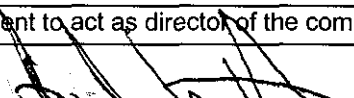
Consent signature

Date

27/09/02

(see notes 1-5)

Please list directors in alphabetical order

NAME		*Style / Title		*Honours etc	
		Mr			
* Voluntary details		Forename(s)		Andrew	
		Surname		Loftus	
		Previous forename(s)			
		Previous surname(s)			
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.		Address ††			
				62 Hamilton Terrace	
		Post town		London	
		County / Region		Postcode	
				NW8 9UJ	
		Country			
		Date of birth		Nationality	
		Day Month Year		British.	
		016 015 11 91517			
Business occupation		COMPANY DIRECTOR			
Other directorships		See Attached.			
		I consent to act as director of the company named on page 1			
Consent signature				Date	
				21 Sept 02	

[illegible]

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR	*Honours etc	
* Voluntary details	Forename(s)	MICHAEL STEPHEN		
	Surname	BRADFIELD		
	Previous forename(s)			
	Previous surname(s)			
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address †	19 ACACIA ROAD		
		ST JOHN'S WOOD		
	Post town	LONDON		
	County / Region		Postcode	NW8 6AN
	Country	UK		
	Date of birth	Day	Month	Year
		13	01	1952
	Nationality	BRITISH		
	Business occupation	COMPANY DIRECTOR		
	Other directorships	Hospital Plan Insurance Services, Jewish Association for Business Ethics, Road Safety System Ltd, Stockby Securities, Backgain Asset Management, Herbridge Properties Ltd, Data for Marketing plc, Primaplan Ltd, Primeplan Ltd		
	Consent signature	I consent to act as director of the company named on page 1		
		Date 23 SEPT 2002		

This section must be signed by

Either

an agent on behalf
of all subscribers

Signed

X

Date

X

Or the subscribers

Signed

X

Date

X

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

Signed

X

Date

X

Signed

Date

Signed

Date

Signed

Date

Signed

Date

DIRECTORSHIPS FOR PAUL RAYDEN

Company Name	Appointment	Resignation
County Estate Management Limited		
Thurleigh Court Management Limited		
Beechwood (Block B) Management Company Limited		
Beechwood (Block L) Management Company Limited		
Beechwood (Block O) Management Company Limited		
Beechwood (Block M) Management Company Limited		
Moreland Properties (UK) Limited	1st October 1992	
Treeview Trading Limited	4th November 1993	
Thackeray Property Services Limited	29th September 1994	
Hillcourt Trading Limited		
Auro Properties Limited	8th July 1998	
Actionleague Limited	6th July 1998	
Cypher Trading Limited	3rd December 1998	
Hampstead Theatre Limited	11th October 1999	

DIRECTORSHIPS FOR PAUL RAYDEN CONTINUED

Hyperhold Limited

Diamond Store Limited

Castleacre Freehold Company Limited

Coinpath Limited

Longyard Management Limited

8th February 2001

16th August 2002

Individual Profile**ANDREW DAVID LOFTUS****Personal Details**

Title:

Honours:

Surname: LOFTUS

Forenames: ANDREW DAVID

Preferred Forenames:

Nationality: BRITISH

Occupation: COMPANY DIRECTOR

NI Number:

Passport Number:

Date Of Birth: 06 May 1957

Salary:

Ident. Number:

Addresses**Form Address**

82 HAMILTON TERRACE
LONDON
NW8 9UJ

Date of Effect:

Current Directorships

Company Name And Registration Number	Country of Inc. / Title	Appointment	Cessation
F. BAKER BUREAU LIMITED Registration No. [836309]	ENGLAND		

EF

Company Name And Registration Number	Country of Inc. / Title	Appointment	Cessation
ACCURIST LIMITED Registration No. [2848737]	ENGLAND		
ACCURIST PROPERTY SERVICES LIMITED Registration No. [1747803]	ENGLAND		
ACCURIST WATCHES LIMITED Registration No. [419400]	ENGLAND		
BUECHE GIROD (UK) LIMITED Registration No. [2729160]	ENGLAND		
GOLFLAND DEVELOPMENTS LIMITED Registration No. [2961382]	ENGLAND	23-Aug-1994	
LONDON CENTRAL & SUBURBAN DEVELOPMENTS LIMITED Registration No. [1011050]	ENGLAND		
TIMELINE WATCHES LIMITED Registration No. [2494436]	ENGLAND		

Past Directorships

Company Name And Registration Number	Country of Inc. / Title	Appointment	Cessation
FLAIRLINE PROPERTIES LIMITED Registration No. [1003037]	ENGLAND	15-Oct-1986	10-Jul-2000
GLEN SPIRO LIMITED Registration No. []	ENGLAND		08-Jul-1993

NAME: Dr. Michael Jeffrey Sinclair
CURRENT ADDRESS: Flat 6
 11 Hyde Park Gardens
 London, W2 2LU
OCCUPATION: Businessman
NATIONALITY: British
BUSINESS ADDRESS: YooMedia plc
 Aspect Gate
 166 College Road
 Harrow
 Middlesex, HA1 1BH
Telephone: 020 8515 2800
Facsimile: 020 7515 2801

CURRENT DIRECTORSHIPS

BDS Management Ltd (5.6.97)
 The Caldecott Foundation (pre 18.12.91)
 The CareCatalyst Ltd. (22.8.01)
 Carmel College (pre31.3.91)
 Cost Rent Management Ltd. (21.3.94)
 Eastkings Limited (11.8.92)
 Eqvimont Oy (Finland) (1994)
 Gibbsfield Limited (7.5.97)
 Grovehill Pension Scheme (Trustee)
 The Healthcare Property Co. Ltd.
 Healthcare Property (Leamington Spa) Ltd. (25.10.99)
 Healthcare Property (Wingate) Ltd. (25.10.99)
 The Holding Company Limited (9.12.94)
 The Holding Company Retail PLC (29.3.97)
 i-Desk plc (20.11.2000)
 Independent Maternity Centres Ltd. (31.3.94)
 Jarvis Primary Health Ltd. (21.12.01)
 JPH (Leamington Spa) Limited (25.10.99)
 JPH (Wingate) Limited (25.1.99)
 Kenningdale Limited (7.5.97)
 Keshar Limited (25.10.96)
 Magnet Films Limited (19.3.02)
 Match Healthcare Services Limited
 Montrose Securities Limited (pre 29.11.91)
 Montrose Ventures Limited (pre 5.7.92)
 New Moon Publications PLC (4.4.01)
 Service To The Aged (pre 5.2.93)
 Sinclair Charitable Trust (Trustee)

Michael J. Sinclair
Directorships (Cont.)

Sinclair Medical Partners Limited (23.4.93)
Sinclair Montrose Holdings Limited (ROD)
Sinclair Montrose Trust Limited (pre31.5.91)
Sinclair Montrose Properties Ltd. (29.9.94)
Six-13 Limited (14.3.2000)
Totally plc (28.11.2000)
Union Income Benefit Limited (1.4.98)
Union Income Benefit Holdings PLC. (6.3.2000)
YooMedia plc (13.11.2001)

U.S.A. Directorships

Advica Health Management Inc. incl. Subsidiaries and Associates
Atlantic Medical Management LLC
Atlantic Medical Capital LP
Atlantic Medical Associates LP
Atlantic Medical Partners LLC
Atlantic Medical Investors LLC
Healthcare Capital Resources Inc.
Nursefinders Inc.
Tufts University - Medical School Advisory Board (Trustee)

Former Directorships

Abingworth Atlantic Holdings Limited (5.1.95-19.5.98)
Abingworth Atlantic Management Limited (3.10.94-19.5.98)
ACR Management Ltd. (16.6.93-31.3.98)
Assessment Learning (London) Limited
Chesham Lyall Holdings plc (7.1.97-1.11.2000)
Citywood Limited (24.1.97-13.6.2000)
Cleversource Limited (21.9.92-6.2.96)
Eastkings Films Ltd. (pre29.11.91-15.2.94)
Endotec Limited
Grovehill Limited (1.6.93-31.12.2000)
Healthcare Capital Resources Ltd. (12.1.99-08.2002)
Healthcare Corporation Ltd. (pre9.5.91 - 4.5.93)
Hemco Nominees Limited (pre21.9.91-28.3.95)
HDC Limited
Hospital Capital Corp. (UK) Ltd. (pre14.11.91-08.2002)
Jewish Continuity (Registered Charity) (16.07.93-6.12.99)
Kent House (Knightsbridge) Limited (Trustee) (PRE 31.12.90-7.1.99)
The Liverpool Brewing Company Limited (7.12.2-5.3.96)
London Jewish News Limited (25.4.2000-28.11.2000)

Michael J. Sinclair
Former Directorships (Cont.)

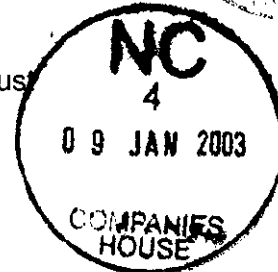
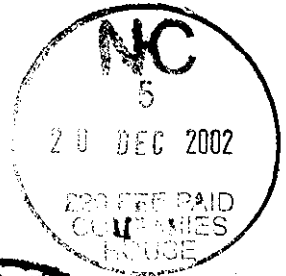
London Locums Limited (pre19.4.91-20.4.99)
Madison Atlantic Partners Limited (23.12.94-6.4.99)
Majorclass Limited
Match Healthcare Ltd. (29.2.96-30.7.99)
Match Healthcare Services Ltd. (29.2.96-30.7.99)
Medicentres (UK) Limited (pre 19.4.91-30.9.96)
Medisource Limited
Modular Medical Systems Ltd. (pre31.12.91-15.6.93)
MPPS Limited
Nationwide Fundraisers (London) Limited (6.10.92-10.8.99)
Nationwide Locums Limited (pre11.7.91-13.7.99)
Neurotech Medical Systems Limited
Notional Rent Ltd. (21.3.94-3.11.98)
Numis Corporation plc (2.7.01)
Numis Leasing Ltd. (2.7.01)
Numis Securities Limited (2.7.01)
Olstar Limited (6.6.95-27.1.98)
Princes Square Gardens Limited (31.12.90-2.12.97)
Shalom Publications Limited (29.7.94-21.3.2000)
Sinclair Montrose Healthcare PLC
Zorn Nominees Limited (2.7.01)

August, 2002

4632485 000577/20

013642

COMPANIES ACTS 1985 & 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF
THE LONDON CARLBACH SHUL TRUST



1. NAME

The name of the Company is The London Carlbach Shul Trust
("the Charity")

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

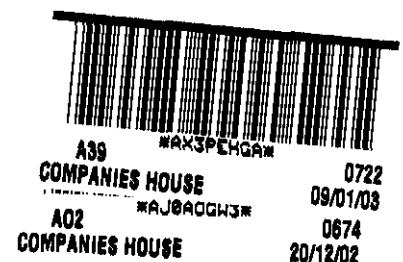
3. OBJECTS

The objects of the Charity ("the Objects") are the advancement of the orthodox Jewish religion by the establishment continuance and support of an orthodox Jewish synagogue ("the Synagogue")

4. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To hold religious services at the Synagogue and elsewhere
- 4.2 To organise lectures seminars, study groups, discussion groups, and any other formal or informal educational activities
- 4.3 To provide welfare facilities for persons of the Jewish faith having need of such facilities
- 4.4 To organise charitable, communal, social and cultural activities
- 4.5 To publish and promote the publication of journals, periodicals, magazines and other literature in furtherance or support of the purposes of the Charity
- 4.6 To purchase buildings, furniture and religious books and artefacts for the purposes of the Charity
- 4.7 To arrange marriages and burials for members of the Synagogue and other persons of the Jewish faith
- 4.8 To promote or carry out research
- 4.9 To provide advice
- 4.10 To publish or distribute information





- 4.11 To co-operate with other bodies
- 4.12 To support, administer or set up other charities
- 4.13 To raise funds (but not by means of **taxable trading**)
- 4.14 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.15 To acquire or hire property of any kind
- 4.16 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.17 To make grants or loans of money and to give guarantees
- 4.18 To set aside funds for special purposes or as reserves against future expenditure
- 4.19 To deposit or invest funds in any manner (but to invest only after obtaining advice from a **financial expert** and having regard to the suitability of investments and the need for diversification)
- 4.20 To delegate the management of investments to a financial expert, but only on terms that:
 - 4.20.1 the investment policy is set down **in writing** for the financial expert by the **Trustees**
 - 4.20.2 every transaction is reported promptly to the Trustees
 - 4.20.3 the performance of the investments is reviewed regularly with the Trustees
 - 4.20.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.20.5 the investment policy and the delegation arrangement are reviewed at least once a **year**
 - 4.20.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 4.20.7 the financial expert must not do anything outside the powers of the Trustees
- 4.21 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.22 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required

- 4.23 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the **Trustee** concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.24 Subject to clause 6, to employ paid or unpaid agents, staff or advisers
- 4.25 To enter into contracts to provide services to or on behalf of other bodies
- 4.26 To establish subsidiary companies to assist or act as agents for the Charity
- 4.27 To pay the costs of forming the Charity
- 4.28 To do anything else within the law which the Trustees may consider promotes or helps to promote the Objects

5. **RABBINICAL AUTHORITY**

- 5.1 The Charity shall accept the religious authority and direction of the **Rabbinical Authority** on the interpretation and application of Jewish law and practice (Halachah) and all religious questions, issues and matters raised in any of the Charity's activities
- 5.2 Without prejudice to the generality of the foregoing sub-clause the authority of the **Rabbinical Authority** shall extend to
 - 5.2.1 approving the appointment of a rabbi or other minister of the Synagogue, without which approval no such appointment shall be made
 - 5.2.2 decisions on eligibility for membership of the Synagogue
 - 5.2.3 decisions on the eligibility of any person to have his or her marriage or burial service carried out at the Synagogue or under the auspices of the Charity
- 5.3 For the avoidance of doubt the question of whether any particular question, issue or matter is a religious one for the purposes of sub-clause 5.1 is itself to be considered a religious question
- 5.4 Nothing in this clause is intended to oust the jurisdiction of the Court or the Commission in any matter of English Law

6. **BENEFITS TO MEMBERS AND TRUSTEES**

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** of the Charity but
 - 6.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - 6.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity

- 6.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
- 6.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except
 - 6.2.1 as mentioned in clauses 4.23, 6.1.2, 6.1.3 or 6.3.
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - 6.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - 6.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding
 - 6.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance)
- 6.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - 6.3.1 the goods or services are actually required by the Charity
 - 6.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 6.4
 - 6.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 6.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - 6.4.1 declare an interest at or before discussion begins on the matter
 - 6.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 6.4.3 not be counted in the quorum for that part of the meeting
 - 6.4.4 withdraw during the vote and have no vote on the matter
- 6.5 This clause may not be amended without the prior written consent of the **Commission**

7. **LIMITED LIABILITY**

The liability of members is limited

8. **GUARANTEE**

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

9. **DISSOLUTION**

9.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

9.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

9.1.2 directly for the Objects or charitable purposes within or similar to the Objects

9.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

9.2 A final report and statement of account must be sent to the Commission

10. **INTERPRETATION**

10.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

10.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

Date:

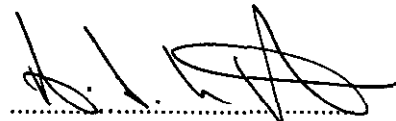
2001

NAMES & ADDRESSES OF SUBSCRIBERS

[List the full name and residential address of each subscriber and witness]

(1) Print Name: ANDREW HOFTUS
Address: 62. HAMMINGTON TERRACE
LONDON NW8 9UT.

SIGNATURES OF SUBSCRIBERS



(signature of subscriber)

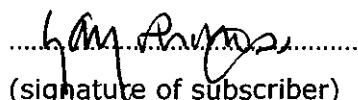
Witness to the above signature

Print Name: PAUL RAYDEN
Address: 6 ELM TREE ROAD
LONDON
NW8 9SS
Occupation: G. DIRECTOR



(signature of witness)

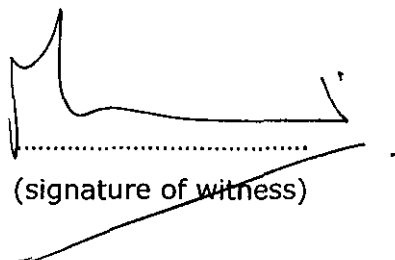
(2) Print Name: G. PHILLIPS
Address: 8. THE LANE
LONDON
NW8 0PN



(signature of subscriber)

Witness to the above signature

Print Name: MICHAEL BRADFORD
Address: 19 ACACIA ROAD
ST JOHN'S WOOD
LONDON NW6 6AN
Occupation: COMPANY DIRECTOR



(signature of witness)

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF THE LONDON CARLBACH SHUL TRUST

1. MEMBERSHIP

- 1.1 The number of members with which the company proposes to be registered is unlimited
- 1.2 The Charity must maintain a register of members
- 1.3 **Membership** of the Charity is open to any individual interested in promoting the Objects who
 - 1.3.1 applies to the Charity in the form required by the Trustees
 - 1.3.2 is approved by the Trustees and
 - 1.3.3 signs the Register of members of consents in writing to become a member
- 1.4 The Trustees may establish different classes of membership of the Charity and prescribe their respective privileges and duties and set the amounts of any subscriptions
- 1.5 Membership is terminated if the member concerned
 - 1.5.1 gives written notice of resignation to the Charity
 - 1.5.2 dies
 - 1.5.3 is six **months** in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due) or
 - 1.5.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice)
- 1.6 Membership of the Charity is not transferable

2. **GENERAL MEETINGS**

- 2.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least clear 21 days written notice specifying the business to be discussed
- 2.2 There is a quorum at a general meeting if the number of members personally present or by proxy is at least 3 (or 40% of the members if greater)
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2.4 Except where otherwise provided by the **Act**, every issue is decided by a majority of the votes cast
- 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or by proxy has one vote on each issue
- 2.6 A written resolution signed by all members entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 2.7 The Charity must hold an **AGM** in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
- 2.8 At an AGM the members:
 - 2.8.1 receive the accounts of the Charity for the previous financial year
 - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM
 - 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
 - 2.8.4 elect persons to be Trustees to fill the vacancies arising
 - 2.8.5 appoint auditors for the Charity
 - 2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and
 - 2.8.7 discuss and determine any issues of policy or deal with any other business put before them
- 2.9 Any general meeting which is not an AGM is an **EGM**
- 2.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least three members
- 2.11 A proxy may attend and speak at a meeting in the place of the person who appointed the proxy. A member may not appoint more than one proxy to attend on the same occasion. Paragraphs 61 and 62 of Table A to the Act shall

apply to the appointment of a proxy. The instrument appointing a proxy shall be deposited with the Charity or with the Trustees before the person named in the instrument can attend at the meeting or adjourned meeting

3. THE TRUSTEES

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds
- 3.2 The Trustees when complete consist of at least three and not more than ten individuals
- 3.3 The subscribers to the Memorandum are the first Trustees of the Charity.
- 3.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 3.5 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots. A Trustee whose term of office terminates for any reason may be reappointed as a Trustee immediately or later unless otherwise ineligible under these Articles
- 3.6 A Trustee's term of office automatically terminates if he or she:
 - 3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
 - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 3.6.3 is absent from three consecutive meetings of the Trustees
 - 3.6.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)
 - 3.6.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
 - 3.6.6 is removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

4. PROCEEDINGS OF TRUSTEES

- 4.1 The Trustees must hold at least three meetings each year

- 4.2 A quorum at a meeting of the Trustees is three Trustees
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5. **POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity:

- 5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act
- 5.2 to appoint a Chairman, Treasurer and other honorary officers from among their number
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)
- 5.4 to make Standing Orders consistent with the **Memorandum, these Articles** and the Act) to govern proceedings at general meetings
- 5.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 5.7 to establish procedures to assist the resolution of disputes within the Charity
- 5.8 to exercise any powers of the Charity which are not reserved to a general meeting
- 5.9 to manage the Synagogue in accordance with Article 6.

6. MANAGEMENT OF THE SYNAGOGUE

- 6.1 The Trustees shall establish a Management Committee complying with articles 5.3 and 5.5
- 6.2 The Management Committee shall be responsible for the general management of the activities and services held at or by the Synagogue
- 6.3 The Management Committee shall from time to time:-
 - 6.3.1 establish rules of eligibility for membership of the Synagogue (as distinct from membership of the Charity) and admit eligible persons to Synagogue membership provided that such rules may also provide for the loss of Synagogue membership
 - 6.3.2 establish scales of subscriptions for Synagogue members
 - 6.3.3 establish rules relating to the use of the premises of the Synagogue
 - 6.3.4 establish consultative committees and bodies to enable Synagogue members to be informed as to the activities of the Synagogue and to express their views and wishes as to the conduct of the Synagogue
- 6.4 The Management Committee may with the consent of the Trustees establish sub-committees, and delegate to them the running of particular areas of the activities of the Synagogue and its activities, under the supervision and direction of the Management Committee
- 6.5 For avoidance of doubt the Management Committee shall at all times act subject to the directions of the Rabbinical Authority in accordance with clause 5 of the Memorandum

7. RECORDS & ACCOUNTS

- 7.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 7.1.1 annual reports
 - 7.1.2 annual returns
 - 7.1.3 annual statements of account
- 7.2 The Trustees must keep proper records of
 - 7.2.1 all proceedings at general meetings
 - 7.2.2 all proceedings at meetings of the Trustees
 - 7.2.3 all reports of committees and
 - 7.2.4 all professional advice obtained

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

7.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

8. NOTICES

8.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in "The Jewish Chronicle" or in any other suitable journal or newspaper or in any newsletter distributed by the Synagogue

8.2 The only address at which a member is entitled to receive notices is the address shown in the register of members

8.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

8.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address

8.3.2 two clear days after being sent by first class post to that address

8.3.3 three clear days after being sent by second class or overseas post to that address

8.3.4 on the date of publication of a newspaper containing the notice

8.3.5 on being handed to the member personally or, if earlier,

8.3.6 as soon as the member acknowledges actual receipt

8.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

9. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

10. INTERPRETATION

In the Memorandum and in these Articles:

10.1 "The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"Chairman" means the chairman of the Trustees

"the Charity" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commissioners for England and Wales

"EGM" means an extraordinary general meeting of the Charity

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Charity

"member of the Synagogue" and "Synagogue membership" refer not to membership of the Charity but to membership of the Synagogue managed by the Charity

"Memorandum" means the Charity's Memorandum of Association

"month" means calendar month

"Naima JPS School" means the school of that name which is registered charity number 289066

"the Objects" means the Objects of the Charity as defined in clause 3 of the Memorandum

"Rabbinical Authority" means the same rabbinical authority as the Naima JPS School (which authority is currently the Honorary Principal of the Naima JPS School) until such time as the Charity no longer occupies premises at the Naima JPS School

"Secretary" means the Secretary of the Charity

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

"Trustee" means a director of the Charity and "Trustees" means all of the directors.

"written" or "in writing" refers to a legible document on paper or capable of being printed on paper including a fax or email message

"year" means calendar year

10.2 Expressions defined in the Act have the same meaning

10.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

Date

2001

NAMES & ADDRESSES OF SUBSCRIBERS

[List the full name and residential address of each subscribers and witness]

(1) Print Name: GARY PHILLIPS
Address: 8 The Lane
London
NW8 0PN

SIGNATURES OF SUBSCRIBERS

Gary Phillips
(signature of subscriber)

Witness to the above signature

Print Name: BEINDA UCCAFREY
Address: 108 BUCK LANE
KINGSBURY
LONDON NW9 0XL
Occupation: Legal Secretary

B. McCaffrey
(signature of witness)

(2) Print Name: Andrew Loftus
Address: 62 HAMILTON TERRACE
LONDON
NW8 9UJ

Andrew Loftus
(signature of subscriber)

Witness to the above signature

Print Name: BRIDGET PITACCA
Address: 63 DOLLIS HILL AVENUE
LONDON
NW2 6QU
Occupation: SECRETARY

Bridget Pitacca
(signature of witness)