

**FILE COPY**



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

Company No. 5141908

The Registrar of Companies for England and Wales hereby certifies that  
ARAB LEARNING INITIATIVE

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 1st June 2004



\*N05141908F\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B



Companies House

-- for the record --

Please complete in typescript,  
or in bold black capitals.

CHFP000

5141908

12

## Declaration on application for registration

Company Name in full

ARAB LEARNING INITIATIVE

I, TAREK BEN HALIM

of 31 SOUTH TERRACE, LONDON SW7 2TB

† 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 LONDON, UK

Day Month Year

On 27 05 20 04

① Please print name.

before me ① AMANDA DAVIES

Signed

Date

27. 5. 04

† 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.

HAWEEN RICHARDS, ARAB LEARNING  
INITIATIVE, 18 PARKSIDE, 28-56 KNIGHTSBRIDGE  
LONDON SW1X 7JW Tel  
DX number DX exchange



A24  
COMPANIES HOUSE

0519  
28/05/04

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

— for the record —

Please complete in typescript,  
or in bold black capitals.

CHFP000

# 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

ARAB LEARNING INITIATIVE

I,

TAREK BEN HALIM

of

31 SOUTH TERRACE, LONDON, SW7 2TB

† 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]†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

*[Signature]*

Declared at

LONDON, UK.

Day Month Year

on

21 05 2004

• Please print name.

before me •

AMANDA DAVIES

Signed

*A. M. Davies*

Date

21. 5. 04

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.

MAUREEN RICHARDS

18 PARKSIDE, 28-56 KNIGHTSBRIDGE

LONDON SW1X 7JW Tel

DX number

DX exchange

T1



A24

\*A95UOUH\*

0518

COMPANIES HOUSE

28/05/04

Form revised June 1990

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

— for the record —

10

**First directors and secretary and intended situation of registered office**

*Please complete in typescript,  
or in bold black capitals.*

**CHFP000**

Notes on completion appear on final page

**Company Name in full**

ARAB LEARNING INITIATIVE

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

18 PARKSIDE

28-56 KNIGHTSBRIDGE

Post town

LONDON

County / Region

Postcode

SW1X 7JW

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  
the form. The contact information  
that you give will be visible to  
searchers of the public record.

MAUREEN RICHARDS 18 PARKSIDE

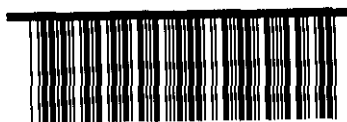
28-56 KNIGHTSBRIDGE, LONDON

SW1X 7JW

Tel

DX number

DX exchange



A24  
COMPANIES HOUSE

0517  
28/05/04

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

ARAB LEARNING INITIATIVE

NAME \*Style / Title

MRS

\*Honours etc

\* Voluntary details

Forename(s)

MAUREEN JESSICA

Surname

RICHARDS

Previous forename(s)

~~DIXON~~ NK.

Previous surname(s)

DIXON

†† 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 ††

☐

34 EAST ROAD

Post town

REIGATE

County / Region

SURREY

Postcode

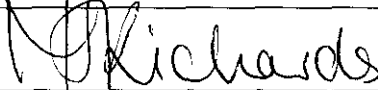
RH2 9EX

Country

UK

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

Consent



Date

25.5.04.

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR

\*Honours etc

Forename(s)

TAREK

Surname

BEN HALIM

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 ††

☐

31 SOUTH TERRACE

Post town

LONDON

County / Region

Postcode

SW7 2TB

Country

UK

Day Month Year

Date of birth

04 12 19 55

Nationality

BRITISH

Business occupation

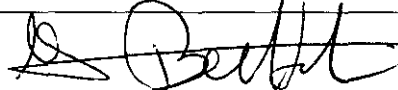
BANKER

Other directorships

COMMON PURPOSE INTERNATIONAL

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

Consent signature



Date

May 21, 2004

# Directors (see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>		<b>*Honours etc</b>							
	<b>Forename(s)</b>									
	<b>Surname</b>									
	<b>Previous forename(s)</b>									
	<b>Previous surname(s)</b>									
<b>† 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.</b>	<b>Address †</b>									
	<b>Post town</b>									
	<b>County / Region</b>		<b>Postcode</b>							
	<b>Country</b>									
	<b>Date of birth</b>	<table><tr><td>Day</td><td>Month</td><td>Year</td></tr><tr><td></td><td></td><td></td></tr></table>	Day	Month	Year				<b>Nationality</b>	
Day	Month	Year								
	<b>Business occupation</b>									
	<b>Other directorships</b>									
	I consent to act as director of the company named on page 1									
	<b>Consent signature</b>		<b>Date</b>							

This section must be signed by

*Either*

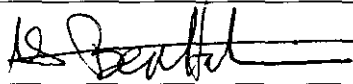
an agent on behalf  
of all subscribers

Signed

Date

Or the subscribers

Signed



Date

27.5.04

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

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

## Notes

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

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

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

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

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

Address:

Give the usual residential address.

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

Subscribers:

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

2. Directors known by another description:

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

3. Directors details:

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

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

4. Other directorships:

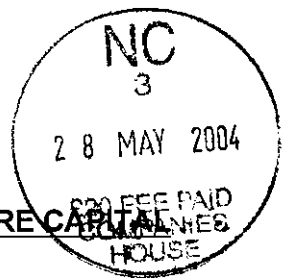
- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years**, when the person was a director, **was**:

- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

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

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

300141/20



**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**Memorandum of Association**

of

**064869**

**Arab Learning Initiative**

1. The Company's name is "Arab Learning Initiative" (hereinafter the "Company").
2. The Company's registered office is to be situated in England.
3. The Company is to be formed under the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
4. The Company's objects are the advancement of education and learning for the public benefit and in particular to educate men and women and young people of all ages from a broad range of geographical, ethnic, social and economic backgrounds in the Arab World (this includes all member countries of the Arab League), to enable them to realize their full potential as individuals, within their communities and within society as a whole, provided always that nothing contained herein shall authorize or be deemed to authorize the carrying on of any activity for any purposes except those regarded as charitable by the laws of England and Wales.
5. In furtherance of and as ancillary to the foregoing charitable objects, the Company shall have the following powers:
  - a) to confer and co-operate with other organisations and with individuals (whether in the Arab World or elsewhere) who are engaged in work having the same kind of objects or objectives as this Memorandum of Association
  - b) to receive, issue appeals for or otherwise solicit donations, grants or other funding contributions from any person or organisation for the furtherance of the charitable objects provided that the Company shall not undertake any permanent trading activity in raising funds for the said objects
  - c) to appoint officers and employ persons, consultants or agents to further the charitable objects on such terms as the Company shall in its discretion think fit provided that no Director of the Company shall receive any payment other than in accordance with the terms of clause 6 of this Memorandum of Association
  - d) to appoint or employ upon such terms (including provision for reasonable remuneration) as the Company shall in its discretion think fit any person not being a Director of the Company to advise or assist in raising funds for the furtherance of the charitable objects hereof
  - e) to form committees or steering groups on such terms and consisting of such persons as the Company shall in its discretion think fit to act or advise in relation to the objects hereof
  - f) to delegate to any such officer, employee, consultant, agent or committee or to any other person or persons at any time for any period and in any manner and upon any terms whatever all or any of the administrative powers and discretions imposed on or given to the Company hereby or by law or otherwise



PROVIDED THAT any person to whom and any committee to which the Company may have delegated any of the administrative powers and discretions hereby given to the Company shall keep the Company fully informed of his/her or its activities and decisions

- g) to organise meetings, conferences, courses, lectures or seminars in such places as the Company thinks fit in pursuance of the charitable objects
- h) to prepare, print, publish, distribute and commission pamphlets, brochures, promotional material, reports, papers, books or any other form of written work and to commission and make films or video tapes, or any other form of visual aid to highlight, explain, support or report on the work of the Company
- i) to invest and deal with the monies of the Company not immediately required for its purposes in such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may be imposed or required by law
- j) subject to such consents as may be required by law, to purchase, take on lease, hire or otherwise acquire any real or personal property including any office equipment, or machinery and any rights or privileges
- k) subject to such consents as may be required by law, to sell, improve, manage, develop, lease, mortgage, dispose of or otherwise deal with all or any part of the property or assets of the Company
- l) to borrow or raise money on such terms as may be thought fit, subject nevertheless to such consents (if any) as may be imposed or required by law
- m) to give such security for sums borrowed or liabilities or commitments incurred as may be thought fit
- n) to draw, accept, endorse, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the UK and elsewhere
- o) to apply for, register, acquire and become owners or registered proprietors of, extend or renew, whether in the United Kingdom, the Arab World or elsewhere in the world any copyrights, trade marks, proprietary marks, logos, designs, patents, patent rights, licences or any other form of intellectual property whatsoever and to alter, modify, use, turn to account and grant licences or privileges in respect of the same
- p) to establish, grant, regulate and discontinue licences, franchises and agencies and to undertake and transact all kinds of agency, licence agreement and franchise business with any other company or body whatsoever in the United Kingdom, the Arab World or elsewhere in the world having objects or purposes wholly or partially similar to those of the Company including the receipt or payment of licence fees, service charges or otherwise
- q) to establish and support or aid in the establishment or support of any charitable company, association, institution or body in the United Kingdom, the Arab World or elsewhere and to subscribe or guarantee money or funding for charitable purposes
- r) to establish, set up, promote, co-operate with, amalgamate or enter into partnership or any joint purpose, become a sole or joint member of or subscriber to, or assist by advice or by the grant of loans, donations or gifts or otherwise, any other company, association, institution or body whatsoever and whether established or incorporated in the United Kingdom, the Arab World or elsewhere in the world having objects or purposes wholly or partially similar to those of the Company or being wholly owned by any company having such objects or purposes

- s) to foster mutual support, co-operation and cohesion among any other companies, associations, institutions or bodies in the United Kingdom, the Arab World, or elsewhere in the world having objects or purposes wholly or partially similar to those of the Company and to give a common sense of direction to those other companies, associations, institutions or bodies
- t) to identify opportunities in the United Kingdom, the Arab World or elsewhere in the world for the Company and any other companies, associations, institutions or bodies having objects or purposes wholly or partially similar to those of the Company
- u) to establish uniform, professional and quality standards in the performance of any of the objects or objectives of this Memorandum and to ensure compliance with such standards
- v) to promote the national and international standing of the Company and any other company, association, institution or body in the United Kingdom, the Arab World, or elsewhere in the world having objects or purposes wholly or partially similar to those of the Company
- w) to levy and collect from any other company, association, institution or body in the United Kingdom, the Arab World or elsewhere in the world having objects or purposes wholly or partially similar to those of the Company, such charges as the Company may deem appropriate for the furtherance of any of the foregoing objectives
- x) to do all or any of the above things in any country or place, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise
- y) to lend and advance money, invest or give credit on any terms and with or without security to any person, organisation, or company (including any holding company or subsidiary of any other company) having objects or purposes wholly or partially similar to the Company
- z) to guarantee or otherwise support or secure, either with or without the Company receiving any consideration and whether by personal covenant or by mortgaging all or part of the property, assets, and revenues (present and future) of the Company, the performance of the liabilities and obligations of and the repayment or payment of any moneys by any person, organisation or company, including (but not limited to):
  - i. Any liabilities or obligations, and the repayment or payment of any moneys by any company which is for the time being or is likely to become a subsidiary of the Company or a company having objects or purposes wholly or partly similar to the Company; and
  - ii. The repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings.
- aa) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company which is a subsidiary of the Company or which has objects or purposes wholly or partly similar to the Company, and to provide secretarial, administrative, technical, commercial and other consultancy services and facilities of all kinds for any such company or companies and to make payments by way of financial assistance or otherwise and any other arrangements which may seem to be desirable with respect to any business or operations of or generally with respect to any such company or companies.

- bb) to provide indemnity insurance to cover the liability of the Directors 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 of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether or not it was a breach of trust or breach of duty and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as directors of the Company
- cc) to do all such other lawful things as are necessary or incidental to or expedient in the attainment or furtherance of the objects of the Company or any one or more of them

PROVIDED THAT:

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

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

*In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law and as regards any such property, the Directors of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over the Directors of the Company, but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Company were not incorporated.*

6. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Company and no Director of the Company shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) of reasonable and proper rent for premises demised or let by any Member or any Director of the Company
- (c) to any Directors of the Company for reasonable out-of-pocket expenses

- (d) of interest on money lent by any Member of the Company or any Director of the Company at a rate per annum not exceeding one per cent per annum above the base rate from time to time of National Westminster Bank plc.
  - (e) *of any premium in respect of any indemnity insurance to cover the liability of the Directors 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 of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as directors of the Company*
7. The liability of the Members is limited.
8. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he/she is a Member or within one year after he/she ceases to be a Member for payment of the debts and liabilities of the Company contracted before he/she ceased to be a Member and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding One Pound.
9. If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company or any of them and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 6 hereof such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.



**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**Articles of Association**

**of**

**Arab Learning Initiative**

**INTERPRETATION**

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

Words	Meanings
the Act	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
these Articles	The Articles of Association of the Company
the Office	the Registered Office of the Company
Company	the above Company
the Board	the Board of Directors of the Company for the time being
Trustee	a Director of the Company
Month	calendar month
Secretary	any person appointed to perform the duties of the secretary of the Company and includes an assistant or an acting secretary for the time being

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

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

**MEMBERS**

3. The subscriber to the Memorandum shall be the sole member of the Company unless and until an additional member is admitted in accordance with Article 4.
4. No person shall be admitted as a Member of the Company unless he/she is approved by the Board and the Board shall have full discretion as to the admission of any person to membership. Where any person desires to be admitted to membership of the Company, he/she shall sign and deliver to the Office an application for admission in such form as the Board shall require.
5. Membership shall not be transferable.

6. The number of Members of the Company is declared not to exceed 40.
7. If the Company has more than one member, a member may at any time resign his/her membership from the Company by giving at least 30 days' notice to the Company.

#### GENERAL MEETINGS

8. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place to be determined by the Board and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than 15 months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within 18 months after its incorporation it need not hold it in the year of its incorporation or in the following year.
9. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
10.
  - a. The Board may convene an Extraordinary General Meeting whenever it thinks fit.
  - b. The Board shall, on the requisition of Members representing not less than 1/10 of the total voting rights of all the Members having at the date of deposit of the requisition a right to vote at General Meetings, forthwith proceed to convene an Extraordinary General Meeting.
  - c. If the Board does not within 21 days from the date of deposit of the requisition proceed duly to convene an Extraordinary General Meeting, the requisitionists, or any of them representing not more than one-half of the total voting rights of all of them, may themselves convene an Extraordinary General Meeting, but any meeting so convened shall not be held after the expiration of three months from that date.

#### NOTICE OF GENERAL MEETINGS

11. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called by at least twenty-one days' notice in writing. All other Extraordinary General Meetings shall be called by at least fourteen days' notice in writing. A Meeting may be called by shorter notice if it is so agreed:
  - a. in the case of an Annual General Meeting, by all the Members; and
  - b. in the case of an Extraordinary General Meeting, by a majority in number of the Members being a majority representing not less than 95% of the total voting rights at that meeting of all the Members.
12. The notice shall specify the place, the day and the hour of meeting, the right of a Member to appoint a proxy to attend in his/her place and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting to be such. The notice shall be given to all the Members and to the Trustees and Auditors. The accidental omission to give notice to or the non-receipt of notice by any Member shall not invalidate the proceedings at any General Meeting.

## PROCEEDINGS AT GENERAL MEETINGS

13. All business transacted at an Extraordinary General Meeting shall be deemed special *and also all business transacted at an Annual General Meeting with the exception of the consideration of the Accounts and Balance Sheet and the Reports of the Board and Auditors, the election of Trustees and the Auditors and the fixing of the remuneration of the Auditors.*
14. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. One Member or a proxy for a Member shall be a quorum.
15. If such a quorum is not present within 15 minutes from the time appointed for the meeting, the meeting shall stand adjourned to such time and place as the Board may determine.
16. The Chair of the Board shall preside as Chair at every General Meeting of the Company, or if there is no such Chair, or if he/she shall not be present within 15 minutes after the time appointed for the holding of the meeting or shall not be willing to preside the Trustees present may appoint one of their number to be Chair of the Meeting.
17. If at any meeting no Trustee is willing to act as Chair, the Members present shall choose *one of their number to be Chair of the Meeting.*
18. The Chair may, with the consent of the majority of the Members present at a meeting at which a quorum is present, 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 fourteen days or more, at least seven days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. When a meeting is adjourned for less than fourteen days it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at the adjourned meeting.
19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands, a *poll be demanded by the Chair or by at least two Members present in person or by proxy.* Unless a poll be so demanded a declaration by the Chair that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
20. If a poll be duly demanded it shall be conducted in such manner and at such time and place as may be appointed by the Chair of the Meeting. Votes may be given personally or by proxy and the declaration of the Chair as to the number of votes given for and against the resolution in respect of which the poll is taken shall be final and conclusive, and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.
21. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

22. In the case of an equality of votes whether on a show of hands or on a poll the Chair of the Meeting shall be entitled to a casting vote in addition to any other vote he/she may have.
23. A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken forthwith or at such time and place as the Chair directs being not more than twenty one days after the poll is demanded. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the time and place at which the poll is to be taken.
24. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
25. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
26. A resolution in writing signed by all the Members of the Company for the time being entitled to receive notice to attend and vote at a General Meeting shall be as valid and effectual as if the same had been passed at a General Meeting duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Members.

#### VOTES OF MEMBERS

27. On a show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.
28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chair of the Meeting, whose decision shall be final and conclusive.
29. The instrument appointing a proxy shall be in writing executed by or on behalf of the appointer and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):
30. "I/We, \_\_\_\_\_ of \_\_\_\_\_ being a Member/Members of Arab learning Initiative, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him, \_\_\_\_\_ of \_\_\_\_\_ as my/our proxy to vote in my/our name(s) and on my/our behalf at the Annual/Extraordinary General Meeting of the Company to be held on \_\_\_\_\_ and at any adjournment thereof.

Signed on \_\_\_\_\_ 19\_\_.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. \_\_\_\_ for/against

Resolution No. \_\_\_\_ for/against

(Strike out which is not desired)

Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting.

Signed on \_\_\_\_\_ 19\_\_."

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 such power or authority, shall be deposited at the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution.
32. 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 shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### TRUSTEES

33. The Trustees shall be not more than fifteen in number.
34. The Subscriber to the Memorandum of Association shall be the first Trustee.
35. The Board may from time to time and at any time admit any Member of the Company as a Trustee either to fill a vacancy or by way of addition to the number of Trustees, provided that the prescribed maximum be not thereby exceeded. Any Trustee so appointed shall retain his/her office only until the next Annual General Meeting, but he/she shall then be eligible for re-election.
36. Where the Members wish to appoint a new Trustee, a notice in writing proposing such person shall be delivered to the Secretary of the Company together with a notice in writing, signed by the person to be proposed, of his/her willingness to be appointed.
37. Each Trustee shall retire from office at the close or adjournment of the Annual General Meeting held on or next following the third anniversary of his/her appointment provided nevertheless that any Trustee so retiring shall be eligible for re-election unless either he/she has attained the age of 70, or has held office as a Trustee for a period of more than nine years.
38. The provisions of the Memorandum as to the remuneration of the Trustees shall apply.
39. In addition and without prejudice to the provisions of sections 303 and 304 of the Act, the Company may by Extraordinary Resolution remove any Trustee before the expiration of his/her period of office, and may by an Ordinary Resolution appoint another Trustee in his/her place, but any person so appointed shall retain his/her office so long only as the Trustee in whose place he/she is appointed would have held the same if he/she had not been removed.

#### DISQUALIFICATION OF TRUSTEES

40. The office of Trustee shall be vacated if :
  - a. the Trustee becomes bankrupt or makes arrangement or composition with his/her creditors generally; or
  - b. the Trustee ceases to be a Trustee by virtue of any provisions of the Act or he/she becomes prohibited by law from being a Trustee; or
  - c. the Trustee is of unsound mind; or

- d. the Trustee resigns his/her office by notice in writing to the Company; or
- e. the Trustee is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest as required by section 317 of the Act.

#### PROCEEDINGS OF THE BOARD

- 41. The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it shall think fit but normally at least once a year. Questions arising at any meeting shall be determined by a majority of votes cast. In the case of an equality of votes the Chair shall have a second or casting vote. The Chair of the Board may and the Secretary at the request of a Trustee shall at any time summon a meeting of the Board.
- 42. For every meeting of the Board, a minimum of seven days' notice shall be sent to each Trustee at the registered address of the Trustee or such other address as he/she may have notified to the Secretary specifying the place, the day and the hour of meeting and enclosing the Agenda of the business to be discussed at the meeting unless in the opinion of the Chair it shall be expedient to call a meeting on short notice for the discussion of urgent business, in which case the meeting may be called on three days' notice if the notice is sent through the post or on twenty four hours' notice if the notice is given by telephone. Any business not mentioned in the Agenda referred to in this Article shall not be transacted at any meeting of the Board unless in the opinion of the Chair of the meeting supported by a majority of the other Trustees present at the meeting such business arises directly out of any item included in the Agenda or out of the Minutes of the last preceding Meeting or is a matter of urgency.
- 43. The Board may appoint any one Trustee to the office of Chair of the Board. In the event of the office of Chair being vacant, the Board shall as soon as practicable fill the vacancy from amongst its members. The Board may at any time elect to remove a Chair from office.
- 44. The quorum necessary for the transaction of the business of the Board shall be one.
- 45. The Chair shall preside at every meeting of the Board at which he/she is present. If at any meeting of the Board the Chair is not present within 15 minutes after the time appointed for holding the meeting the Trustees present shall choose one of their number to be Chair of that meeting only.
- 46. All acts done at any such meeting of the Board or by any person acting as a Trustee, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any Trustee or person acting as aforesaid or that he/she or any of them was ineligible or had vacated office, shall as regards all persons dealing in good faith with the Company be as valid as if every such person had been duly appointed and was eligible and had continued to be a Trustee.
- 47. A resolution in writing, signed by all the Trustees for the time being entitled to receive notice of a meeting of the Board, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.

#### POWERS AND DUTIES OF THE BOARD

- 48.
  - a. (a) Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Company shall be managed by the Trustees who may exercise

all the powers of the Company. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if such alteration had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

- b. The Board may delegate any of their powers to any sub-Committee existing of one or more Trustees. They may also delegate to any Trustee such of their powers as they consider desirable to exercise by him/her. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a sub-Committee with two or more Trustees shall be governed by the Articles regulating the proceedings of the Board so far as they are capable of applying. All acts and proceedings of a sub-Committee shall be reported as soon as practicable to the Board.

#### SECRETARY

- 49. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
- 50. A provision of the Act or these Articles requiring or authorising a thing to be done by a Trustee and the Secretary shall not be satisfied by its being done by the same person acting both as Trustee and as, or in the place of, the Secretary.

#### MINUTES

- 51. The Board shall cause minutes to be made in books provided for the purposes:
  - a. of all appointments of officers made by the Board,
  - b. of the names of the Trustees present at every meeting of the Board or any sub-committee thereof, and
  - c. of all resolutions and proceedings at all meetings of the Company and of the Board or any sub-committee thereof.

#### SEAL

- 52. The Seal shall only be used by the authority of the Board. Where the Seal is used this will be recorded in the Minutes. The Board may determine who shall sign any instrument to which the seal is affixed and unless and otherwise so determined it shall be signed by one Trustee and by the Secretary or by two Trustees.

#### ACCOUNTS

- 53. The Trustees shall cause proper books of account to be kept with respect to:
  - a. all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place, and
  - b. the assets and liabilities of the Company, and
  - c. all sales and purchases of goods and services by the Company.

54. *Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.*
55. The books of account shall be kept at the Office and shall always be open to the inspection of the Trustees.
56. The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Trustees and no Member (not being a Trustee) shall have any rights of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Trustees. Provided that for so long as CPCT is the Company's sole member it shall have the right to inspect the accounts, books and documents of the Company at any time.
57. The Trustees shall from time to time in accordance with the Act, cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, balance sheets and reports as are referred to in the Act.
58. A copy of every balance sheet which is to be laid before the Company in General meeting, together with a copy of the Auditor's report, shall not less than twenty one days before the date of the meeting, be sent to every Member of the Company. PROVIDED that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

#### AUDIT

59. Auditors shall be appointed by the Board and their duties regulated in accordance with the Act.

#### NOTICES

60. 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.
61. *A notice may be given by the Company to any Member either personally or by sending it by post to him/her or to his/her registered address or (if he/she has no registered address within the United Kingdom), to the address supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to have been effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of forty eight hours after the letter containing the same is posted.*

#### WINDING UP

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

#### INDEMNITY

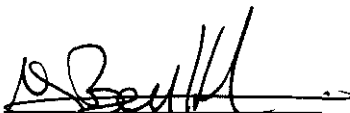
63.
  - a. Save and except insofar as the provisions and operation of this Article are avoided by any provision of the Act, each Trustee and other officer is entitled to be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities sustained or incurred by him in or about the

conduct of the Company's business or in the discharge of his/her duties of office including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted, or in connection with any application under section 727 of the Act in which relief is granted to him by the court, and a Trustee or other officer of the Company is not liable for any loss, damage or misfortune which he/she may cause to be sustained or incurred by the Company in or about the conduct of the Company's business or in the discharge of his/her duties of office.

- b. The Trustees shall have power to purchase and maintain at the expense of the Company for the benefit of any Trustee, officer or auditor of the Company, insurance against any such liability as is referred in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him/her for loss or expenditure which he/she may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee, officer or auditor.

**Name and address of subscriber:**

Name: Tarek Ben Halim

Signature: 

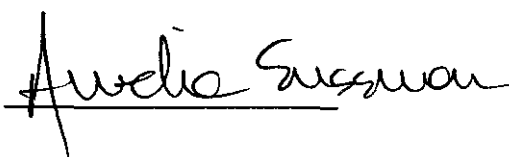
Address: 31 South Terrace  
South Kensington  
London SW7

**Witnessed by:**

Name:

AMELIA SUGSMAN

Signature:



Address:

11 Midhurst Avenue

London N10 3EP

\_\_\_\_\_

Date:

21<sup>st</sup> May 2004