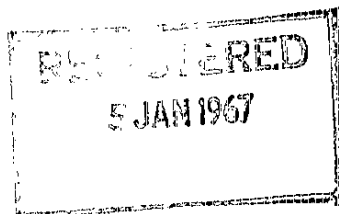
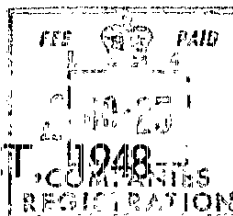


NO. OF COMPANY

895424

[C.F. 41]

THE COMPANIES ACT, 1948



**Declaration of Compliance with the requirements  
of the Companies Act, 1948, on application for  
Registration of a Company.**

Pursuant to Section 15 (2)  
(SEE FOOTNOTE)

NAME OF  
COMPANY

J. Shine Charities

LIMITED.

I, SIDNEY FELDMAN

of 13, CLIFTON GARDENS, LONDON, N.15

DO solemnly and sincerely declare that I am a person named in the Articles of Association as a Secretary,

of J. Shine Charities

LIMITED,

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with, And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at 6A Addison Street

London W.1.

on 28<sup>th</sup> day of December

One thousand nine hundred and Sixty Six

before me,

A. C. Rogers

A Commissioner for Oaths



NOTE

Section 15 of The Companies Act, 1948.

15.—(1) A Certificate of Incorporation given by the Registrar in respect of any Association shall be conclusive evidence that all the requirements of this Act in respect of registration and of matters precedent and incidental thereto have been complied with, and that the Association is a Company authorised to be registered and duly registered under this Act.

(2) A Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor, engaged in the formation of the Company, or by a person named in the Articles as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

Presented by

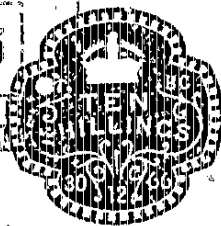
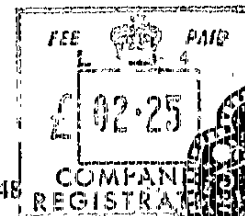
CITY & DOMINION REGISTRARS LIMITED,  
177, REGENT STREET,

B. 175285

THE COMPANIES ACT, 1948

895424

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL



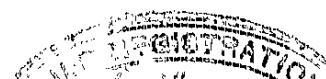
## Memorandum of Association

— of —

J. SHINE CHARITIES LIMITED

REGISTERED  
5 JAN 1967

1. The name of the Company is:— J. SHINE CHARITIES LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Company is established to promote and assist charitable activities, institutions and funds both in the United Kingdom and Abroad, and in furtherance of the aforementioned objects but not otherwise:—
  - (1) To raise funds and to invite and receive contributions from any person, firm or company whatsoever by way of subscription, donation and otherwise, provided that the Company shall not undertake any permanent trading activities in raising funds for its primary charitable objects.
  - (2) To establish, subsidise, promote, amalgamate, co-operate or federate with, affiliate or become affiliated to, act as trustee or agent for or manage or lend money or assistance to any association, society, company or other body, whether or not incorporated, whose objects are wholly of a charitable nature, but so that none of the funds of the Company shall be paid to any federated, affiliated or co-operative association, society or other body which does not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company by Clause 4 of this Memorandum of Association.



- (3) To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, contribution or fund for the purpose of promoting the Company's objects or any of them, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund
- (4) To undertake, accept, execute and administer, without remuneration, any charitable trusts.
- (5) To establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its objects or any of them.
- (6) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any estate or interest whatsoever, and any rights, privileges and easements over or in respect of any property which may be considered necessary or convenient for the purposes of the Company.
- (7) To sell, manage, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Company as may be considered expedient with a view to the promotion of its objects or any of them.
- (8) To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company.
- (9) To invest and deal with any moneys of the Company not immediately required for use in connection with any of its objects in such manner as may from time to time be determined, and to place any such moneys on deposit with bankers and others; provided that moneys subject to or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Department of Education and Science shall be invested only in such securities and with such sanction (if any) as for the time being may be prescribed by law.
- (10) To draw, accept, make, endorse, issue and negotiate bills of exchange, promissory notes and other negotiable instruments.
- (11) To apply for and obtain any legislative, municipal or other Acts or authorisations for the purpose of enabling the Company to carry any of its objects into effect or of effecting any modifications of the Company's constitution, or for any other purpose which may be considered expedient, and to oppose any proceedings or actions which may be considered calculated directly or indirectly to prejudice the Company's interests.
- (12) To procure the registration or incorporation of the Company in or under the laws of any place outside England, and to procure any Act of Parliament, provisional order, enactment, decree or other legislative or executive act of any Government, State, Colony, Province, Dominion, Sovereign or Authority supreme, municipal, local or otherwise, for the purpose of enabling the Company to carry any of its objects into effect.
- (13) To pay all expenses of and incidental to the incorporation and establishment of the Company.
- (14) To do all such other lawful things as shall be incidental or conducive to the attainment of the foregoing objects or any of them.

98  
FES.

(15) To do all or any of the things and matters aforesaid in any part of the World.

Provided that the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which, if an object of the Company, would make it a trade union.

Provided also that in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or of the Minister of Education the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law and as regards any such property the Council or other the managers or trustees of the Company shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would have been answerable and accountable as such Council or other managers or trustees if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice, the Charity Commissioners or the Minister of Education over such Council or other managers or trustees, but as regards any such property they shall be subject, jointly and separately, to such control or authority as if the Company were not incorporated. In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Company. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company in return for any service actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding five per cent, per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but so that no member of the Council of Management or Governing Body of the Company shall be appointed to any salaried office of the Company, or any office of the Company paid by fees, and that no remuneration or other benefit in money or moneys worth shall be given by the Company to any member of such Council or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for the premises demised, or let to the Company provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the Council of Management or Governing Body may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member or within one year after he ceases to be a Member for payments of the debts and liabilities of the Company contracted before he ceased to be a Member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
7. If upon the winding up or dissolution of the Company there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to such other Institution or Institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company

under or by virtue of Clause 4 hereof, or shall be applied to such charitable object or objects, as may be determined by the Ordinary Members of the Company at or before the time of dissolution or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then shall be applied to some charitable object or objects.

8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company, and, subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations contained in the Company's Articles of Association for the time being in force, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined, and the correctness of the balance sheet ascertained, by one or more properly qualified Auditor or Auditors.

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

Names, Addresses and Descriptions of Subscribers	
Y	<i>J. Shumie</i> 261. Dunham Road. Jaliscohead 9. Company Director
X	<i>W. F. E. Shumie</i> 261 Dunham Road. Jaliscohead 9. Company Director

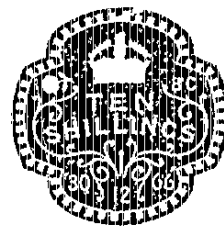
DATED this 28th day of December 19 66

WITNESS to the above signatures:—

*J. Gallwey*  
*Solicitor*  
*London*

895424/3

THE COMPANIES ACT, 1948



COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

## Articles of Association

— of —

J. SHINE CHARITIES LIMITED



### PRELIMINARY

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

Words	Meanings
The Company	J. SHINE CHARITIES LIMITED
The Act	The Companies Act, 1948
These presents	These Articles of Association as originally framed or as from time to time altered by special resolution.
The Office	The registered office of the Company.
The Seal	The common seal of the Company.
Governor	A duly appointed member of the Council of the the Company hereby constituted.
The Council	The Council of the Company or the Governors present at a duly convened meeting of the Council at which a quorum is present.
The Secretary	The Secretary for the time being of the Company.
Month	Calendar Month.
Year	Year from 1st January to 31st December inclusive.
In writing	Written or produced by any substitute for writing, or partly written and partly so produced.

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

Words importing the masculine gender shall include the feminine gender.

Words importing persons shall include corporations.

The expression "Secretary" shall include a temporary or assistant Secretary and any person appointed by the Council to perform any of the duties of the Secretary.

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

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

#### PRIVATE COMPANY

2. The Company is a Private Company within the meaning of the Act and accordingly the number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the company) is limited to fifty. Regulations 2(a) (c) and (d) and Regulation 3 of Part II of Table "A" of the Act shall apply to the Company.

#### BUSINESS

3. The Company is established for the purposes expressed in its Memorandum of Association.
4. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Council at such time or times as it may consider expedient and further may be suffered by it to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Council may consider it expedient not to commence or proceed with the same.
5. Subject to the provisions (so far as applicable) of the Act, the business of the Company may be commenced so soon after the incorporation of the Company as the Council shall think fit.
6. The Office shall be at such place in England as the Council shall from time to time appoint.

#### MEMBERS

7. (a) The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these presents, and none others, shall be Members of the Company and shall be entered in the Register of Members accordingly.  
(b) For the purposes of registration of the Company the number of Members of the Company shall not exceed twenty-five.
8. There shall be two classes of Members of the Company, namely:—
  - (1) Ordinary Members.
  - (2) Honorary Members.
9. The Ordinary Members shall be the subscribers to the Memorandum of Association and all persons subsequently admitted by the Council to membership as Ordinary Members.
10. No person shall be admitted to membership of the Company as an Ordinary Member unless:—

- (1) he has signed and sent to the Secretary an application for admission framed in such terms as the Council shall from time to time prescribe, and
  - (2) he has been elected to membership by the Council.
11. The decision of the Council as to whether or not any applicant for admission to membership of the Company as an Ordinary Member shall be admitted shall be final and conclusive, and the Council shall be entitled in its absolute discretion to refuse to admit to membership any applicant without giving any reason for such refusal.
  12. The Honorary Members shall be such persons as the Council may from time to time admit to honorary membership of the Company with their consent in writing. Every Honorary Member shall continue to be a Member for life or until he shall resign membership or for such shorter period as the Council at or after the time of his admission may determine.
  13. Every Member shall use his best endeavours to promote the objects and interests of the Company and shall observe all the Company's regulations affecting him contained in or effective pursuant to these presents.
  14. The rights of every Member shall be personal to himself and shall not be transferable, transmissible or chargeable by his own act, by operation of law or otherwise.
  15. An Ordinary Member shall immediately cease to be a Member upon the happening of any one of the events following, namely:—
    - (1) If he shall resign membership by writing under his hand left at the Office.
    - (2) If the Member, being an individual, shall die or become lunatic or bankrupt or compound with his creditors or, being a corporation, shall go into liquidation or have a receiver appointed of its undertaking and assets or any part thereof.
    - (3) If he shall fail to perform any obligation binding upon him under these presents for one month after notice in writing requiring him to do so shall have been served upon him by the Company or if in the opinion of the Council his conduct shall be calculated in any respect to be prejudicial to the interests of the Company and he shall fail to remedy such conduct to the satisfaction of the Council for one month after notice in writing requiring him to do so shall have been served upon him by the Company and if also in either of such cases the Council by resolution passed by a majority of not less than three-fourths of the members of the Council present at a meeting of the Council of which notice specifying the intention to propose the resolution has been given shall resolve that his membership be terminated.
  16. A Register shall be kept by the Company containing the names and addresses of all the Members, together with such other particulars as may be required by the Act.
  17. Any Member who for any cause whatsoever shall cease to be a Member shall remain liable for and shall pay to the Company all moneys which may become payable by him by virtue of his liability under the Memorandum of Association.

#### GENERAL MEETINGS

18. The first General Meeting of the Company shall be held at such time, not being less than one month or more than three months after the incorporation of the Company, and at such place as the Council shall determine.
19. A General Meeting shall be held once in every year at such time (within a period of not more than fifteen months after the holding of the last preceding General Meeting) and place as shall be determined by the Council.
20. The above-mentioned General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary Meetings.
21. The Council may call an Extraordinary Meeting whenever it shall think fit.



22. On requisition by Ordinary Members in accordance with Section 132 of the Act the Council shall forthwith proceed to convene an Extraordinary Meeting, and in the case of any such requisition the provisions of the said Section 132 shall apply.
23. Except with the permission of the Chairman of the Meeting, no Member shall be entitled to bring any special business before any General Meeting unless he shall have given notice in writing of such special business to the Secretary so as to be received by him not less than ten days before the date of the Meeting, and in any such case the Secretary shall forthwith give notice of such special business to all Members for the time being entitled under these presents to receive notice of General Meetings.

#### NOTICE OF GENERAL MEETINGS

24. Subject to the provisions of Section 141 of the Act relating to Meetings convened for the purpose of passing special resolutions, fourteen days' notice at the least (inclusive of the day on which the notice is served or deemed to be served but exclusive of the day for which the notice is given) of every General Meeting of the Company specifying the place, the day and the hour of meeting and (subject as provided by Article 23) in case of special business the general nature of such business shall be given in manner hereinafter mentioned to all Members for the time being entitled under these presents to receive notice of General Meetings, provided that with the written consent of all such Members a Meeting may be convened on such shorter notice and in such manner as such Members may think fit. The accidental omission to give notice to or the non-receipt of notice by any Member shall not invalidate the proceedings at any General Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

25. All business shall be deemed special which is transacted at an Extraordinary Meeting and also all business which is transacted at an Ordinary Meeting with the exception of the consideration of the Accounts and Balance Sheet and the Reports of the Council and Auditors and the election of the Auditors and the fixing of their remuneration.
26. No business shall be transacted at any General Meeting unless a quorum be present when the Meeting proceeds to business. Three Ordinary Members present in person shall form a quorum.
27. If within half an hour from the time appointed for holding any General Meeting a quorum be not present the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case the Meeting shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned Meeting a quorum be not present within fifteen minutes from the time appointed for holding the Meeting, the Ordinary Members present shall form a quorum.
28. The Chairman (if any) of the Council or in his absence the Deputy-Chairman (if any) shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman or Deputy-Chairman, or if at any Meeting neither the Chairman nor the Deputy-Chairman be present within fifteen minutes after the time appointed for holding the Meeting, or if neither of them be willing to act as Chairman, the Ordinary Members present shall choose some Governor or, if no Governor be present or all if all the Governors present decline to take the Chair, some Ordinary Member present to be Chairman.
29. The Chairman, with the consent of any Meeting at which a quorum is present, may and if so directed by the Meeting shall adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place. When a Meeting is adjourned for fifteen days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned Meeting.

30. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll be demanded by at least three Ordinary Members present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
31. If a poll be duly demanded it shall be taken in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
32. In case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to take a second or casting vote.
33. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman shall direct.
34. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which the poll has been demanded.

#### VOTES OF MEMBERS

35. On a show of hands every Ordinary Member present in person shall have one vote, and on a poll every Ordinary Member present in person or by proxy shall have one vote. Honorary Members shall be entitled to receive notice of and to attend but not to vote at General Meetings.
36. At any General Meeting a corporation being an Ordinary Member may vote by any proxy or duly authorised representative, who shall be entitled to speak demand a poll, vote, act as proxy and in all other respects exercise the rights of an Ordinary Member and shall be reckoned as an Ordinary Member for all purposes.
37. No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the Meeting, whose decision shall be final and conclusive.
38. On a poll votes may be given either personally or by proxy.
39. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor be a corporation, either under its common seal or under the hand of an officer or attorney so authorised.
40. No person shall act as a proxy unless (1) he be entitled on his own behalf to be present and vote at the Meeting at which he acts as proxy or (2) his appointment be approved by the Council or (3) he be appointed to act at that Meeting, either as a representative of a corporation pursuant to Section 139 of the Act or as its proxy.
41. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or notarially certified copy of such power of authority, shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the Meeting or adjourned Meeting in which the person named in the instrument proposes to vote, and in default the instrument of proxy shall be treated as valid. No instrument appointing a proxy shall be valid after the expiration of a period of three months from the date named in it as the date of its execution.

42. An instrument appointing a proxy may be in the following form or in any other form which the Council may approve:—

"I, \_\_\_\_\_,  
of \_\_\_\_\_,  
being an Ordinary Member of the above named Company,  
hereby appoint \_\_\_\_\_,  
of \_\_\_\_\_,  
as my proxy to vote for me and on my behalf at the Ordinary  
(or extraordinary as the case may be) General Meeting of the  
Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
and at any adjournment thereof  
As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_."

43. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity or the principal of revocation of the proxy or of the authority under which the proxy was executed, provided that no imitation in writing of such death, insanity or revocation shall have been received by the Company at the Office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

#### THE COUNCIL

44. Unless and until otherwise determined by the Company in General Meeting, the Governors shall be not less than one and not more than fifteen in number.
45. The first Governor shall be: J. Shine.
46. Subject and without prejudice to Article 45 the power to appoint and (in the manner mentioned in Article 49 (5)) remove Governors shall be vested in the Council, but so that the total number of Governors shall not at any time exceed the maximum number fixed by or in accordance with these presents.
47. Every Governor shall hold office until he shall die or shall cease to hold office by virtue of Article 49.
48. The Governors shall not be entitled to any remuneration for their services, but the Council may authorise the payment by the Company to any Governor of any reasonable and proper out-of-pocket expenses incurred by him in the performance of his duties or otherwise in connection with the affairs of the Company.

#### DISQUALIFICATION OF GOVERNORS

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

## PROCEEDINGS OF THE COUNCIL

50. The Council may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it shall think fit. Unless and until otherwise determined by the Council, questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. The Chairman of the Council may and the Secretary on the requisition of not less than two Governors shall at any time summon a meeting of the Council.
51. Seven days' notice at least (inclusive of the day on which the notice is served or deemed to be served but exclusive of the day for which the notice is given) specifying the place, the day and the hour of meeting and enclosing the agenda of the business to be discussed at the meeting shall be given of every meeting of the Council unless in the opinion of the Chairman or failing him the Vice-Chairman it shall be expedient to call a meeting on short notice for the discussion of urgent business, in which case the meeting may be called on three days' notice if the notice is sent through the post or on twenty-four hours' notice if the notice is given by telephone or telegraph. It shall not be necessary to give notice of a meeting of the Council to any Governor for the time being absent from the United Kingdom.
52. The Council shall appoint from among its members a Chairman and a Vice-Chairman, and in the event of any vacancy in either of those offices the Council shall so soon as practicable fill the vacancy.
53. The quorum necessary for the transaction of the business of the Council may be fixed by the Council and unless and until so fixed shall be five.
54. No business not mentioned in the agenda mentioned in Article 51 shall be transacted at any meeting of the Council unless in the opinion of the Chairman of the meeting, supported by a majority of the other Governors present at the meeting, such business arises directly out of an item included in the agenda or out of the minutes of the last preceding meeting or is a matter of urgency.
55. If at any meeting of the Council neither the Chairman nor the Vice-Chairman be present within fifteen minutes after the time appointed for holding the meeting, the Governors present shall choose one of their number to be Chairman of the meeting.
56. A resolution in writing signed by all the Governors for the time being in the United Kingdom shall be as effective as if it had been passed at a meeting of the Council duly convened and held.
57. The Council may delegate any of its powers (other than the power to admit or expel Members of the Company) to Committees as it may think fit. In the exercise of the powers so delegated any Committee so formed shall conform to any regulations which may be imposed on it by the Council.
58. A Committee may elect a Chairman of its meetings; if no such Chairman be elected, or if at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same, the members of the Committee present shall choose one of their number to be Chairman of the meeting.
59. A Committee may meet and adjourn as it shall think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, but in case of an equality of votes the Chairman shall not have a second or casting vote, and the resolution shall be considered as lost. A Committee shall have power to fix its own quorum, but except to such extent the meetings and proceeding of a Committee shall be governed by the provision herein contained for regulating the meetings and proceedings of the Council so far as the same are applicable thereto and are not superseded by any regulations imposed by the Council under or by the provisions of the preceding Articles.
60. All acts done at any Council or Committee meeting or by any person acting as a Governor, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Governor or person acting as aforesaid or that he or any of them was ineligible or had vacated office, shall be as valid as if every such person had been duly appointed and was eligible and had continued to be a Governor.

## POWERS AND DUTIES OF THE COUNCIL

61. The business and affairs of the Company shall be managed by the Council, which may pay all expenses incurred in promoting and registering the Company and (subject as hereinafter provided) may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Council by any other Article.
62. The Council may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking and property, and to issue debentures and other securities, and any such debentures and other securities may be issued at par or at a premium or at a discount.
63. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be in such manner as the Council shall from time to time by resolution determine.

## MINUTES

64. The Council shall cause minutes to be made in books provided for the purpose:—
- (1) of all appointments of officers made by the Council, and
  - (2) of the names of the Governors present at every meeting of the Council and of any Committee of the Council, and
  - (3) of all resolutions and proceedings at all meetings of the Council and of all Committees of the Council.
- Every Governor present at any meeting of the Council or of any Committee shall sign his name in a book to be kept for that purpose.

## THE SEAL

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

## ACCOUNTS

66. The Council shall cause true accounts to be kept:—
- (1) of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and
  - (2) of the property, credits and liabilities of the Company, and
  - (3) of all sales and purchases of goods by the Company.
67. The books of account shall be kept at the office, or at such other place or places as the Council may think fit, and shall always be open to the inspection of the Governors.
68. The Company in General Meeting may at any time or from time to time make conditions and regulations as to the time and manner of inspection by

Members of the accounts of the Company, and subject to any such conditions and regulations such accounts shall be open to the inspection of Members at all reasonable times during business hours.

69. Once at least in every year the Council shall lay before the Company in General Meeting an income and expenditure account made up to a date not more than six months before the meeting and a balance sheet made up as at the same date containing all such particulars with regard to the capital, the assets, and the liabilities of the Company as are required by the Act.
70. Every such balance sheet as aforesaid shall be signed on behalf of the Council by two Governors and shall be accompanied by a report of the Council as to the state of the Company's affairs, and it shall also have attached to it the Auditors' report.
71. A copy of every income and expenditure account, balance sheet and report which is to be laid before the Company in General Meeting shall be sent to all persons entitled to receive notice of General Meetings of the Company not less than seven days before the date of the Meeting.

#### AUDIT

72. Auditors shall be appointed and their duties regulated in accordance with Sections 159, 161 and 162 of the Act.

#### NOTICES

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

#### WINDING UP

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

#### INDEMNITY

77. Except so far as the provisions of this Article may be avoided by Section 205 of the Act, every Governor and every officer and Auditor of the Company shall be indemnified out of the funds of the Company from all losses, actions, costs, expenses, damages and liabilities which he may sustain or incur by reason of any act done, concurred in or omitted in or about the execution of his duties, except such as he may sustain or incur by reason of his own wilful neglect or default and none of the persons aforesaid shall be answerable for the acts, receipts, neglects or defaults or the others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company may be deposited for safe custody, or for any other loss or damage which may occur in the course of the execution of his duties or in relation thereto unless the same shall occur through his own wilful neglect or default.

#### SECRETARY

78. The first Secretary of the Company shall be: Sidney Feldman.

X

Johnie  
261 Durham Road-  
Fateshead 9.  
Company Director

X

MRS. S.  
W. G. Shiel  
261 Durham Road-  
Fateshead 9.  
Company Director

19 66

X

Mr. Callahan  
Scholar  
Cedar Rapids

X

DUPLICATE FOR THE FILE.

No. 895424



## Certificate of Incorporation

I Hereby Certify that

J. SHINE CHARITIES LIMITED

is this day incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this FIFTH DAY OF JANUARY  
ONE THOUS. AND NINE HUNDRED AND SIXTY SEVEN.

*L.S. Whitfield*

Assistant Registrar of Companies.

Certificate  
received by

} *City & Dominion Properties*  
Date *5/1/67*



THE COMPANIES ACT, 1948  
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

J. SHINE CHARITIES LIMITED

Passed the 17th day of October, 1967

At an EXTRAORDINARY GENERAL MEETING of the Members of the above named Company duly convened and held on the 17th day of October, 1967, the following Special Resolutions were duly passed:-

That the Memorandum of Association be amended in manner following, viz.

- (1) That the present first section of Clause 3 be deleted and the following section inserted in its place:-

"The Company is established to further those purposes both in the United Kingdom and abroad recognised as charitable by English Law and in furtherance of the aforementioned objects but not otherwise:-"

- (2) That Clause 3(1) be renumbered Clause 3(A).

- (3) That Clause 3(2) be deleted, and the following Clauses to be called 3(B) and 3(C) respectively be inserted in its place:-

"To establish, subsidise, promote, co-operate or federate with, or to act as trustee or agent for or manage or lend money or assistance to any association, society, company or other body, whether or not incorporated, whose objects are wholly of a charitable nature, but so that none of the funds of the Company shall be paid to any federated or co-operative society or other body which does not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company by Clause 4 of this Memorandum of Association. "

"To amalgamate with, affiliate or become affiliated to any association, society, company or other body subject to the restrictions laid down in the foregoing sub-section. "

- (4) That Clauses 3(3) to (8) inclusive be altered to read Clauses 3(D) to (I) inclusive.

- (5) That Clause 3(9) be altered to read Clause 3(J) and the following clause substituted for the existing clause.

"To invest and deal with the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be determined subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided."

City & Dominion  
Regent Street  
Mitre House  
177 Regent Street  
London W.1

- (6) That Clause 3(10) be altered to read 3(K).
- (7) That the existing Clause 3(11) be deleted.
- (8) That Clause 3(12) be altered to read Clause 3(L) and that the words from "and to procure..." to end of Clause be deleted.
- (9) That Clauses 3(13), (14) and (15) be altered to read Clauses 3(M) (N) and (O) respectively.
- (10) That in the second proviso to clause 3 the references to "Minister of Education" be deleted and the words "Secretary of State for Education and Science" be substituted therefor.
- (11) That in Clause 7, line 4, the word "Charitable" be inserted before the word "Institution."

X.....*John S. White*.....K  
Chairman.

Certified that the within Resolution was printed by stencil duplicating process (not spirit duplicating).

*John S. White*  
City & Dominion Registrars Ltd.

10

+ Yes.

THE COMPANIES ACT, 1948

*Charitable Activities*

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

Memorandum of Association

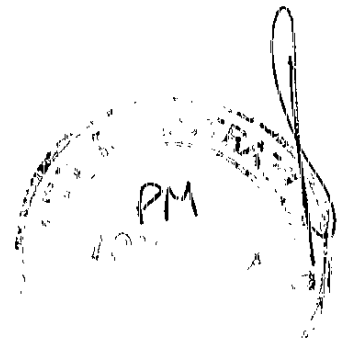
— of —

J. SHINE CHARITIES LIMITED

(As amended by Special Resolution passed the 17th day of October, 1967.)

1. The name of the Company is:— J.Shine Charities Limited
2. The Registered Office of the Company will be situate in England.
3. The Company is established to further those purposes both in the United Kingdom and abroad recognised as charitable by English Law and in furtherance of the aforementioned objects but not otherwise:—
  - (A) To raise funds and to invite and receive contributions from any person, firm or company whatsoever by way of subscription, donation and otherwise, provided that the Company shall not undertake any permanent trading activities in raising funds for its primary charitable objects.
  - (B) To establish, subsidise, promote, co-operate or federate with, or to act as trustee or agent for or manage or lend money or assistance to any association, society, company or other body, whether or not incorporated, whose objects are wholly of a charitable nature, but so that none of the funds of the Company shall be paid to any federated or co-operative society or other body which does not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company by Clause 4 of this Memorandum of Association.
  - (C) To amalgamate with, affiliate or become affiliated to any association, society, company or other body subject to the restrictions laid down in the foregoing sub-section. —

*City & Dominion Registrars Ltd.*  
*M. L. Houn*  
*177. Regent Street.*  
*London W1*



- (D) To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, contribution or fund for the purpose of promoting the Company's objects or any of them, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
- (E) To undertake, accept, execute and administer, without remuneration, any charitable trusts.
- (F) To establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its objects or any of them.
- (G) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any estate or interest whatsoever, and any rights, privileges and easements over or in respect of any property which may be considered necessary or convenient for the purposes of the Company.
- (H) To sell, manage, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Company as may be considered expedient with a view to the promotion of its objects or any of them.
- (I) To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company.
- (J) To invest and deal with the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be determined, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (K) To draw, accept, make, endorse, issue and negotiate bills of exchange, promissory notes and other negotiable instruments.
- (L) To procure the registration or incorporation of the Company in or under the laws of any Place outside England.
- (M) To pay all expenses of and incidental to the incorporation and establishment of the Company.
- (N) To do all such other lawful things as shall be incidental or conducive to the attainment of the foregoing objects or any of them.

- (O) To do all or any of the things and matters aforesaid in any part of the World.

Provided that the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which, if an object of the Company, would make it a trade union.

Provided also that in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or of the Secretary of State for Education and Science, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law and as regards any such property the Council or other the managers or trustees of the Company shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would have been answerable and accountable as such Council or other managers or trustees if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice, the Charity Commissioners or the Secretary of State for Education and Science over such Council or other managers or trustees, but as regards any such property they shall be subject, jointly and separately, to such control or authority as if the Company were not incorporated. In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Company. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company in return for any service actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding five per cent, per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but so that no member of the Council of Management or Governing Body of the Company shall be appointed to any salaried office of the Company, or any office of the Company paid by fees, and that no remuneration or other benefit in money or moneys worth shall be given by the Company to any member of such Council or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for the premises demised, or let to the Company provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the Council of Management or Governing Body may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.
5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member or within one year after he ceases to be a Member for payments of the debts and liabilities of the Company contracted before he ceased to be a Member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
7. If upon the winding up or dissolution of the Company there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to such other charitable Institution or Institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the

Company under or by virtue of Clause 4 hereof, or shall be applied to such charitable object or objects, as may be determined by the Ordinary Members of the Company at or before the time of dissolution or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then shall be applied to some charitable object or objects.

8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company, and, subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations contained in the Company's Articles of Association for the time being in force, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined, and the correctness of the balance sheet ascertained, by one or more properly qualified Auditor or Auditors.

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

Names, Addresses and Descriptions of Subscribers

DATED this            day of            19

WITNESS to the above signatures:---

Certified to be a true copy of the Memorandum of Association as amended by Special Resolution passed the 17th day of October, 1967.

*[Handwritten signature]*