

Statutory Declaration of compliance with requirements on application for registration of a company

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies

For official use

For official use

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

--	--	--	--	--	--

20 2387403

* CHARTERHOUSE - IN - SOUTHWARK TRUSTEE COMPANY

* insert full
name of Company

I, JACQUELINE SAMUELS ON BEHALF OF LEGIBUS SECRETARIES LIMITED
of ROYEX HOUSE
ALDERMANBURY SQUARE
LONDON EC2V 7LD

† 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(2))† and that all the requirements of the above Act 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
provisions of the Statutory Declarations Act 1835

Declared at 35 BASINGHALL STREET
LONDON EC2

Declarant to sign below

the 28th day of April
One thousand nine hundred and eighty-nine
before me Adrian Deas

For and on behalf of LEGIBUS SECRETARIES LTD.

J Samuels
Authorised Signatory

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor~~ having the powers conferred on a
Commissioner for Oaths.

Presentor's name address and
reference (if any):

Clifford Chance
Royex House
Aldermanbury Square
LONDON EC2V 7LD

Ref: ACC/DJQB

For official Use

New Companies Section

Post room



G**Declaration on application for the
registration of a company exempt
from the requirement to use
the word "limited" or its Welsh
equivalent****30(5)(a)**Please do not
write in
this margin

Pursuant to section 30(5)(a) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering**Note**This declaration
should accompany
the application for
the registration of
the company* insert full name
of company† delete as
appropriate

For official use

--	--	--	--

Company number

--

Name of company

* CHARTERHOUSE - IN - SOUTHWARK TRUSTEE COMPANY

I, JACQUELINE SAMUELS ON BEHALF OF LEGIBUS SECRETARIES LIMITED
of ROYEX HOUSE ALDERMANBURY SQUARE LONDON EC2V 7LD

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

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

Declared at 35 BASINGHALL STREETLONDON EC2

Declarant to sign below

the 28th day of AprilOne thousand nine hundred and eighty-ninebefore me Adrian Dear

A ~~Commissioner for Oaths or Notary Public or Justice of the Peace or~~ Solicitor having the powers conferred on a
Commissioner for Oaths

For and on behalf of LEGIBUS SECRETARIES LTD.

J Samuels
Authorised SignatoryPresenter's name address and
reference (if any):

Clifford Chance
Royex House
Aldermanbury Square
LONDON EC2V 7LD

Ref: ACC

For official Use

New Companies Section

Post room



Statement of first directors and secretary and intended situation of registered office

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Name of company

* CHARTERHOUSE - IN - SOUTHWARK TRUSTEE COMPANY

The intended situation of the registered office of the company on incorporation is as stated below

40 TABARD STREET

LONDON

Postcode 3E1 7LD

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below

Postcode

Number of continuation sheets attached (see note 1)

Presentor's name address and reference (if any):

Clifford Chance
Royex House
Aldermanbury Square
LONDON EC2V 7LD

Ref: ACC/DJQB

For official Use
General Section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) <u>ARMEL CONYERS CATES</u>		Business occupation <u>SOLICITOR</u>	
Previous name(s) (note 3)		Nationality <u>BRITISH</u>	
Address (note 4) <u>GRAVES FARM</u> <u>CATMERE END SAFFRON WALDON</u>		Date of birth (where applicable) (note 6)	
<u>ESSEX</u>	Postcode <u>CB11 4BX</u>		
Other directorships †			
I consent to act as director of the company named on page 1			
Signature <u>A.P. Cates</u>		Date <u>26th April 1989</u>	

† enter particulars of other directorships held or previously held (see note 1) if this space is insufficient use continuation sheet

Name (note 3) <u>JOHN STRATHEARN</u> <u>GORDON</u>		Business occupation <u>STOCKBROKER</u>	
Previous name(s) (note 3)		Nationality <u>BRITISH</u>	
Address (note 4) <u>THE OLD MALTINGS</u> <u>NEWPORT ESSEX</u>		Date of birth (where applicable) (note 6)	
	Postcode <u>CB11 3PO</u>		
Other directorships †			
<u>Brewin Dolphin Limited</u>			
<u>Solentbury Investments Limited</u>			
I consent to act as director of the company named on page 1			
Signature <u>J.S. Gordon</u>		Date <u>26th April 1989</u>	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
	Postcode		
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Please do not
write in
this margin

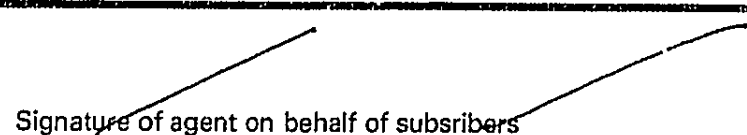
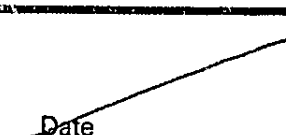
The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Please complete
legibly, preferably
in black type, or
bold block lettering

Name (notes 3 & 7) LEGIBUS SECRETARIES LIMITED	
Previous name(s) (note 3)	
Address (notes 4 & 7) ROYEX HOUSE	
ALDERMANBURY SQUARE	
LONDON	Postcode EC2V 7LD
I consent to act as secretary of the company named on page 1 For and on behalf of LEGIBUS SECRETARIES LTD.	
Signature J. Samuels <i>Authorised Signatory</i>	Date 28th April 1989

Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
	Postcode
I consent to act as secretary of the company named on page 1	
Signature	Date

delete if the form is
signed by the subscribers.

	
Signature of agent on behalf of subscribers	Date

delete if the form is
signed by an agent on
behalf of the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed A. P. Carter	Date 26th April 1989
Signed J. S. Gordon	Date 26th April 1989
Signed	Date
Signed	Date
Signed	Date
Signed	Date

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

2387403

OF

CHARTERHOUSE - IN - SOUTHWARK TRUSTEE COMPANY

1. The name of the Company is "Charterhouse - in - Southwark Trustee Company".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
 - a. to undertake the office of trustee of The Charterhouse Mission a charitable trust with Registered Charity No. 208785 regulated by a scheme made by the Charity Commissioners under the Charities Act 1960 and to undertake the office of trustee, custodian, judicial trustee of, or act in any other similar capacity for any other trust.
 - b. to undertake and execute any trust or discretion the undertaking whereof may seem desirable, and the distribution amongst the beneficiaries or other persons entitled thereto of any income, capital or services, whether periodically or otherwise, and whether in money or specie, in furtherance of any trust, direction, discretion or other obligation or permission.
 - c. to promote the relief of inner-city problems in the London Borough of Southwark or elsewhere by providing whatever resources the Company may from time to time deem appropriate in order to respond to the needs of local people of all ages;
 - d. to apply for, invite, obtain, collect and receive money, funds securities and other sources of income and capital by way of contributions, subscriptions, donations, grants, legacies, sale of publications of the Company and other lawful methods for any trust of which the Company is a trustee and receive gifts by will and inter vivos of property of any description whether or not subject to express trusts for any such trust, and to take all such steps as may from time to time be reasonably necessary for the purpose of promoting or procuring contributions by way of donations, subscriptions, devises, bequests or in any other manner to the funds of any such trust;
 - e. to employ and retain on a full-time or part-time basis and on such terms as to pay and conditions of employment as the Company shall agree or on a voluntary basis any persons whose particular skills, qualifications or knowledge may be of assistance in the attainment of the objects of the Company or those of any trust of which the Company



is a trustee provided that no person so employed shall be a member of the Board of Trustees of the Company;

f. to establish, promote, sponsor, co-ordinate or support any provisions, services or facilities enhancing or improving the well-being or the welfare of local people in the London Borough of Southwark or elsewhere;

g. to purchase, accept as a gift, take on lease or in exchange, hire or otherwise acquire any real or personal property or any estate or interest therein whatsoever and any rights, privileges and easements over and in respect of any property, and to construct, maintain and alter any buildings or erections thereon and to provide, endow, furnish and fit out with all necessary furniture and other equipment and maintain and manage any buildings and other premises;

h. to purchase, take on lease and on licence, hire, subscribe for and by any other lawful means acquire plant, machinery, appliances, equipment, vehicles, furniture, books, periodicals, publications, newspapers, stationary supplies and any other chattels whatsoever;

i. to sell, manage, lease, sub-lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any of the property or assets of the Company and to do so for or without any consideration and subject to such terms and conditions as may be thought expedient;

j. to open and operate banking accounts and other facilities for banking;

k. to borrow or raise or secure the payment of money upon such terms and in such manner as may be considered expedient and in particular by mortgage, charge or lien upon all or any of the undertaking property and assets of the Company (both present and future) and to issue debentures, debenture stock or other securities of any description and to purchase, redeem or pay off any such securities;

l. either with or without the Company receiving any consideration or advantage, direct or indirect, to guarantee or otherwise provide security by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets of the Company (both present and future) or by both such methods or by any other means whatsoever the performance of the obligations and the payment of any moneys by any company, firm, association, trust or person and so that for the foregoing purpose a guarantee shall include any other obligation (whatever called) to pay, purchase or provide funds for the payment of or to indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company, firm, association, trust or person;

m. to enter into any contract of insurance howsoever in respect of any matter in which the Company has an insurable interest to the full value or replacement cost new of such interest and in particular but without derogating from the generality of the foregoing in connection with any real or personal property in which the Company shall have any interest whether beneficially, as trustee or otherwise or with any acts of omission done by any member of the Board of Trustees of the

Company or person employed by the Company including indemnity insurance in respect of any fraudulent, negligent or other tortious or unlawful act by any such person;

n. to establish, promote, amalgamate or co-operate with or become a part or member or affiliate or associate of or act as or appoint trustees, agents, nominees or delegates to control, manage and superintend any institution, trust, association or body incorporated or unincorporated the objects of which are wholly or in part similar to those of the Company;

o. 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 and if deemed desirable to enter into any covenant to pay any sums of money periodically to any charitable fund or institution;

p. to invest the money of the Company not immediately required for its purposes in or upon such investments, security or property as may be determined from time to time subject nevertheless to such conditions (if any) as may be imposed or required by law for the time being;

q. to enter into and carry into effect agreements or arrangements which are reasonably necessary for the attainment or furtherance of the Company's objects or any of them with any government or authority supreme, municipal, local or otherwise and with any association institution, company or individuals and to obtain from such government or authority any rights, privileges and concessions and to carry out exercise and comply with any such arrangements, rights, privileges and concessions;

r. to draw, accept and negotiate bills of exchange, promissory notes and other negotiable instruments;

s. to promote and carry out or assist in promoting and carrying out or encourage experimental work, projects, research, surveys and investigations and to publish the results thereof;

t. to procure and provide information and to provide a centre for the exchange and dissemination of information and for consultation including but not limited to the arranging, holding and providing for or joining in the holding, sponsoring, arranging or organising of exhibitions, meetings, training sessions, conferences, lectures, classes and talks;

u. to write or produce or procure to be written or produced and to print, publish, issue and circulate gratuitously or otherwise reports, circulars, newspapers, newsletters, periodicals, books, pamphlets, leaflets and to write, present, promote or produce films, videos or radio or tape recordings or other written or spoken word to be broadcast or communicated through any media;

v. to pay the costs of formation of the Company;

w. to provide advice, assistance and representation in connection with the obtaining of any facilities or services or in prosecuting, defending, compromising and settling any civil, criminal, matrimonial

or administrative cause, claim, interest, suit or appeal in any court of law, tribunal, inquiry or other forum in England and Wales and elsewhere;

x. to acquire, retain and deal in copyright designs, patents, patent rights, inventions, trade marks, secret processes, choses in action and other rights which may by law be transferred;

y. to do all such other things as are incidental or conducive to the attainment of the above objects or any of them

provided that:

i. 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;

ii. the objects of the Company shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers;

iii. 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 Board of Trustees 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 as such Board of Trustees have been if they had been the trustees in their personal capacities of such property, and the fact that the Company holds such property as trustee shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Board of Trustees 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.

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 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 services actually rendered to the Company; but so that no member of the Board 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 money's worth shall be given by the Company to any member of the Board except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for 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 Board may be a member and in

which such members 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. 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 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, 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 charitable object.

6. The liability of the members is limited.

7. 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 or she is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he or she ceased to be a member, and the costs charges and expenses of winding up, and for the adjustment of the rights of the members among themselves, such amount as may be required not exceeding one pound.

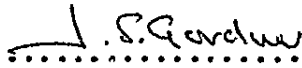
WE, the several persons whose names and addresses are subscribed wish to be formed into a company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ARMEL CONYERS CATES, SOLICITOR,
of GRAVES FARM,
CATMERE END,
SAFFRON WALDEN,
ESSEX

Signature 

JOHN STRATHEARN GORDON, STOCKBROKER,
of THE OLD MALTINGS,
NEWPORT,
ESSEX

Signature 

DATED the 26th day of April 1989

WITNESS to all the above Signatures:-

Name: Michael Richard Parkes Bowe

Address: Oakwood Farm
Shipley Haslem
Essex

Occupation: Chartered Accountant

Signature 

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

CHARTERHOUSE - IN - SOUTHWARK TRUSTEE COMPANY

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 out opposite to them respectively in the second column thereof.

WORDS

MEANINGS

The Act

The Companies Act, 1985.

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 for the time being.

The Seal

The Common Seal of the Company.

Trustee

A duly elected member of the Board of Trustees of the Company.

The Board

The Board of Trustees of the Company or the Trustees present at a duly convened meeting of the Board of Trustees at which a quorum is present.

The Chairman

The Chairman for the time being of the Board of Trustees.

The Secretary

The Secretary for the time being of the Company which expression shall include an assistant or deputy Secretary and any person from time to time appointed by the Board to perform any of the duties of the Secretary.



Charterhouse

The school which at the date of these presents is known by that name in Godalming, Surrey or any other educational establishment which succeeds such school or into which it is merged or by which it is absorbed or otherwise forms part.

Connected with Charterhouse

In relation to a natural person, a person who:-

- (i) was a pupil at Charterhouse; or
- (ii) is a Governor or the headmaster of, or a master at, or otherwise employed by or works at (whether voluntarily or otherwise), Charterhouse; or
- (iii) is the Master of Sutton's Hospital in Charterhouse; or
- (iv) in the opinion of the Board, has some other connection with Charterhouse.

Southwark

The London Borough of Southwark.

Connected with Southwark

In relation to a natural person, a person who:-

- (i) resides or has a place of residence or has previously resided or had a place of residence in Southwark; or
- (ii) works or has previously worked in Southwark; or
- (iii) in the opinion of the Board has some other connection with Southwark.

Month

Calendar Month.

Year

Year from 1st January to 31st December inclusive.

In writing

Written or produced by any process for producing words in visible form 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.

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.

ACTIVITIES

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

3. Any branch or kind of activity which the Company is either expressly or by implication authorised to undertake may be undertaken by the Board 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 activity may have been actually commenced or not, so long as the Board may consider it expedient not to commence or proceed with the same.

4. Subject to the provisions (so far as applicable) of the Act the activities of the Company may be commenced so soon after the incorporation of the Company as the Board shall think fit.

5. The Office shall be at such place in England as the Board shall from time to time appoint.

MEMBERS

6. The subscribers to the Memorandum of Association and such other persons as shall from time to time be appointed a Trustee in accordance with these presents and delivered to the Company an application for membership in the form set out in Article 8, and none others, shall be Members of the Company and shall be entered in the Register of Members accordingly.

7. The Company is a private company and accordingly any invitation to the public to subscribe for any debentures of the Company is prohibited;

8. A person shall become Member when:-

(i) he/she has been appointed a Trustee; and

(ii) he/she has agreed to become a Member by signing and sending to the Secretary an application for admission framed in the following terms:-

"I [name of applicant] of [address of applicant]
"being eligible pursuant to Article 6 of the
"Articles of Association hereby apply to
"be registered as a Member of Charterhouse - in - Southwark
Trustee Company
"I agree to contribute the
"sum of £1 to the assets of the Company
"in the circumstances referred to in Clause
"5 of the Memorandum of Association
"of the Company and hereby authorise
"and request you to place my name
"on the Register of Members
"Dated this 19
"[Signature of applicant]"

(iii) his/her name is entered in the register of Members.

9. Every Member undertakes to contribute such sum not exceeding one pound to the assets of the Company in the event of its being wound up while he/she is a Member, or within one year afterwards, for payment of debts and liabilities of the Company contracted before he/she ceases to be a Member, and the costs and expenditure of winding up and for the adjustment of the rights of Members among themselves.

10. Every Member shall observe all the Company's regulations affecting him/her contained in or effective pursuant to these presents.

11. Any or all of the rights of every Member shall be personal to himself/herself and shall not be transferable, transmissible or chargeable by his/her own act, by operation of law or otherwise.

12. A Member shall immediately cease to be a Member upon the happening of any one of the events following, namely:-

(i) If he or she shall cease to be a Trustee unless he or she retires by rotation and is re-elected at the General Meeting at which such retirement becomes affective; or

(ii) If the Member shall die or become incapable by reason of mental disorder from managing or administering his/her property and affairs or bankrupt or compound with his/her creditors.

13. 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, and

(i) the Register of Members shall be prima facie evidence of any matters required to be inserted in it and shall be available for inspection at the Office.

(ii) every Member shall inform the Company of any change of address within 7 days thereof;

(iii) the Register shall be updated within 14 days of the change in particulars required to be included; and

(iv) the Register shall be available for inspection free of charge at the Office.

14. 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/her by virtue of his/her liability under the Memorandum of Association.

GENERAL MEETINGS

15. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may 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 fifteen 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 eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

16. All meetings of the Members of the Company, other than Annual General Meetings, shall be called Extraordinary General Meetings.

17. The Board may whenever it may think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists, as provided by Section 368 of the Act.

NOTICE OF GENERAL MEETINGS

18. The notice to be given of a General Meeting shall be as follows:-

(a) in the following circumstances not less than 21 clear days notice:-

(i) of the Annual General Meeting

(ii) of any General Meeting at which it is proposed to pass a Special Resolution

(b) in any other case not less than 14 clear days notice.

19. The Annual General Meeting may be held at such shorter notice as may be agreed by all the Members entitled to attend and vote thereat.

20. A General Meeting other than an Annual General Meeting may be held at such shorter notice as may be agreed by not less than 95 per cent of the Members entitled to attend and vote.

21. Notice of General Meetings shall be in writing and shall be given personally or sent by first class post or delivered to the last address of such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company. Notices shall specify the day, the hour and the place of the meeting and the nature of the business to be transacted including the full text of any resolution proposed by a Member, and shall also specify that every Member is entitled to appoint a proxy who need not be a Member of the Company.

22. The accidental omission to give notice of a Meeting to or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding had, at any Meeting.

PROCEEDINGS AT GENERAL MEETINGS

23. All business shall be deemed special which is transacted at an Extraordinary General Meeting and also all business which is transacted at an Annual General Meeting with the exception of:

(a) receiving and adopting the accounts, the reports of the Trustees and Auditors and other documents required to be attached or annexed to the accounts;

(b) appointing or re-appointing Trustees to fill vacancies arising at the meeting on retirement whether by rotation or otherwise;

(c) re-appointing the retiring Auditors (unless they were last appointed otherwise than by the Company in General Meeting);

(d) fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.

24. General Meetings of the Company shall take place wherever the Board shall determine.

25. No business shall be transacted at any General Meeting unless a quorum be present when the Meeting proceeds to business. One quarter of the Members for the time being present in person or represented by proxy shall form a quorum. The proceedings at any meeting shall not be invalidated by reason of any informality in the convening thereof or otherwise, or any want of qualification in any of the persons present or voting thereat.

26. If within half an hour from the time appointed for holding any General Meeting a quorum be not present the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case the Meeting shall stand adjourned to the same day in the next week at the same time and the Secretary shall inform all members within 2 days of the meeting which is adjourned that the meeting has been adjourned to one week later and the time and place where the resumed meeting is to take place.

27. The Chairman (if any) of the Board or in his/her 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 Members present shall choose some Member of the Company present to be Chairman.

28. The Chairman with the consent of any Meeting at which a quorum is present may and if so directed by the Meeting shall adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned Meeting.

29. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll be demanded by at least two 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, if purporting to be signed by such Chairman or by the Chairman of the next succeeding Meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

30. 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.

31. 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 a second or casting vote.

32. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman shall direct.

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

VOTES OF MEMBERS

34. On a show of hands every Member present in person shall have one vote, and on a poll every Member present in person or by proxy shall have one vote.

35. 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.

36. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing.

37. No person shall act as proxy unless (1) he is 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 Board.

38. 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 forty-eight 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 a period of three months from the date named in it as the date of its execution.

39. An instrument appointing a proxy may be in the following form or in any other form which the Board may approve:-

"I, [Member's full name] of [Member's registered office] being a Member of the above-named Company hereby appoint [Proxy's name] of [Proxy's address] as my proxy to vote for me and on my behalf at the Annual/Extraordinary General Meeting of the Company to be held on the day of , 19 , and at any adjournment thereof
This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 for/against*
Resolution No. 2 for/against*

* Strike out whichever is not desired. Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this day of 19 ".

40. 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.

41. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a General meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more Members.

THE BOARD

42. Unless and until otherwise determined by Special Resolution of the Company in General Meeting, the Trustees shall be not less than 10 nor more than 16 in number.

43. No person shall be eligible to be a member of the Board unless he or she is a natural person who is Connected with Charterhouse or Connected with Southwark and who is over the age of 18 and not an undischarged bankrupt or person against whom a disqualification order has been made by any court of competent jurisdiction provided always that not more than 12 Trustees shall be persons Connected with Charterhouse and not more than 4 Trustees shall be persons Connected with Southwark.

44. The first Trustees shall be appointed in writing by a majority of the subscribers to the Memorandum of Association of the Company, such appointment to specify whether, in relation to each such Trustee, he or she is Connected with Charterhouse or is Connected with Southwark, as the case may be.

45. The election or appointment of any person as a Trustee shall be conditional upon and shall only take effect if such person is a Member of the Company or has delivered to the Company a duly signed application for membership in the form set out in Article 8.

46. No person shall be disqualified from being elected or appointed as Trustee by reason only that he or she is above a certain age.

47. At the first Annual General Meeting of the Company all the Trustees shall retire from office.

48. At the second and every subsequent Annual General Meeting one third of the Trustees or if their number is not three or a multiple of three, the number nearest to one third, shall retire from office but, if there is only one Trustee who is subject to retirement by rotation, he shall retire.

49. The Trustees to retire in every year shall be those who have been longest in office since their last election or appointment, but as between persons who became or were last re-elected on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

50. A Trustee retiring at a meeting shall retain office until the close of the meeting or, if the meeting is adjourned, the adjourned meeting.

51. Any Trustee retiring from office shall be eligible for re-election.

52. The Company at the meeting at which a Trustee retires in rotation may fill the vacated office by electing a person thereto who is eligible to be a Trustee and in default the retiring Trustee shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Trustee shall have been put to the meeting and lost.

53. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act and eligible to be appointed to be a Trustee either to fill a vacancy or as an additional Trustee or may also determine the rotation in which any additional Trustees are to retire.

54. The continuing Trustees may act notwithstanding any vacancy in their body. The Trustees may appoint a person willing to act and eligible to be appointed as Trustee, either to fill a casual vacancy or as an additional Trustee provided that appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with these Articles. Any Trustee so appointed shall hold office only until the conclusion of the next following Annual General Meeting at which he shall retire together with all the other Trustees required to retire by rotation at the meeting. He shall then be eligible for re-election.

55. If the number of the Trustees be less than the prescribed minimum the remaining Trustee or Trustees shall subject to Article 41 forthwith appoint an additional Trustee or additional Trustees to make up such minimum.

56. Any Trustee may by writing under his hand appoint any other Trustee to be his alternate; and every such alternate shall and, in the absence from the Board of the Trustee appointing him, be entitled to vote at Meetings of the Board and to exercise all the powers, rights, duties and authorities of the Trustee appointing him. A Trustee may at any time revoke the appointment of an alternate appointed by him, appoint another Trustee in his place, and if a Trustee shall die or cease to hold the office of Trustee the appointment of his alternate shall thereupon cease and determine. A Trustee acting as alternate shall have an additional vote at Meetings of Trustees for each absent Trustee for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

57. An instrument appointing an alternate Trustee shall be left at the Office, and, as nearly as circumstances will admit, shall be in the form or to the effect following

"I, _____, a Trustee of Charterhouse - in - Southwark Trustee Company, pursuant to the power in that behalf contained in Article 55 of the Articles of Association of the Company, do hereby nominate and appoint _____ of _____ to act as alternate Trustee in my place during my absence and to exercise and discharge all my duties as a Trustee

Dated this _____ day of _____, 19 ____.

58. The Trustees may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Board or any committee appointed by the Board or General Meetings of the Company or in connection with the business of the Company.

59. A Trustee of the Company may become a director or other officer of, or otherwise hold a declared beneficial interest in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise and no such Trustee shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

60. No Trustee shall take or hold any interest in property belonging to the Company otherwise than as a trustee for the purposes thereof.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

61. The office of a Trustee shall be automatically vacated in any one of the events following namely if he or she:-

- (a) becomes liable to be detained or subject to a guardianship order under the Mental Health Act 1983 (or under any statutory modification or re-enactment thereof or similar Act for the time being in force; or
- (b) if he or she becomes bankrupt or has a receiving order made against him or her or enters into any arrangement or composition with his or her creditors; or
- (c) if he or she resigns by giving written notice of resignation to the Company at the Office or by announcing his or her resignation at a General Meeting of the Company or at a meeting of the Board; or
- (d) if he or she is prohibited from holding office by any order of any court of competent jurisdiction; or
- (e) if he or she fails to attend meetings of the Board for more than two years without the permission of the Board.

PROCEEDINGS OF THE BOARD

62. The Board 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 Board questions arising at any meeting shall be determined by the affirmative vote of a majority of those Trustees present at the meeting and voting on the question. In the event of equality of votes the Chairman of the meeting shall have a casting vote whether he has or has not voted previously on the same question but no Trustee in any other circumstances shall be given more than one vote.

63. A member of the Board shall not vote in respect of any contract, proposed contract, transaction or arrangement in which he or she is interested whether directly or indirectly or any matter arising thereout and if he or she does vote his or her vote shall not be counted and therefore he or she shall not be considered to be entitled to vote for the purposes of establishing a quorum under Article 107 nor shall he or she be counted as being present for the purpose of establishing a quorum.

64. Where any item of business is dealt with at a Board meeting to which Article 61 applies then the Trustee interested in that item of business shall declare the nature of his or her interest to the meeting before that item of business is proceeded with.

65. Where a Trustee becomes interested in a proposed contract or in a contract he or she shall declare the nature of his or her interest at the first meeting of the Board after he or she becomes first interested.

66. Meetings of the Board shall be held by the Trustees at least four times a year.

67. Seven days' notice (or less with the agreement of any five Trustees) 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) 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 Board.

68. A special meeting may be summoned at any time by the Chairman or any two Trustees upon four days notice being sent by first class post to all the other Trustees of the matters to be discussed.

69. It shall not be necessary to give notice of a meeting of the Board to any Trustee for the time being absent from the United Kingdom.

70. Notices given by post pursuant to this Article shall be sent by first class post to the address shown for the Trustee concerned in the Register of Trustees.

71. The Board shall appoint from among its members a Chairman and a Deputy Chairman, and in the event of any vacancy in either of those offices the Board shall so soon as practicable fill the vacancy.

72. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless and until so fixed shall be five.

73. No business not mentioned in the agenda mentioned in Article 65 shall be transacted at any meeting of the Board unless in the opinion of the Chairman of the meeting supported by a majority of the other Trustees 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.

74. If at any meeting of the Board neither the Chairman nor the Deputy Chairman be present within ten minutes after the time appointed for holding the meeting the Trustees present shall choose one of their number to be Chairman of the meeting.

75. A resolution in writing signed by all the Trustees for the time being in the United Kingdom or, as the case may be, by all the members of a Committee appointed by the Trustees, shall be as effective as if it had been passed at a meeting of the Trustees or such Committee duly convened and held and may consist of several documents in the like form each signed by one or more Trustees or, as the case may be, members of the Committee.

76. The Trustees may appoint a Committee or Committees for the purpose of dealing with all or any of the subjects or matters entrusted to them and may

delegate by resolution to such Committee or Committees whether standing or special such duties and powers including the powers of delegation by the appointment of Sub-Committees as the Trustees may think fit and any such Committee or Sub-Committee may include persons who are not Trustees. Every Committee shall report to the Trustees and subject to such regulations as the Trustees may make such Committees may regulate their own procedure. The Trustees may appoint any person an ex-officio or voting member (as they shall think fit) of every Committee formed under this Article 74.

77. In default of the appointment by the Trustees of a chairman, a Committee or Sub-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 ten minutes after the time appointed for holding the same, the members of the Committee or Sub-Committee present shall choose one of their number to be chairman of the meeting.

78. A Committee or Sub-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 any equality of votes the chairman shall have a second or casting vote unless such power shall be specifically excluded when a Committee or Sub-Committee is set up. A Committee or Sub-Committee shall have power to fix its own quorum which may but need not include a Trustee, but except to such extent the meetings and proceedings of a Committee or Sub-Committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto and are not superseded by any regulations imposed by the Board under or by the provisions of the preceding Articles.

79. All acts bona fide done at any Board or Committee or Sub-Committee Meeting or by any person acting as a Trustee, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Trustee or person acting as aforesaid or that he or she 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 Trustee.

POWERS AND DUTIES OF THE BOARD

80. Subject to the provisions of Article 85, the business and affairs of the Company shall be managed by the Board 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 regulation 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 Board 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 Board by any other Article.

81. The Board may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertakings 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.

82. 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 Board shall from time to time by resolution determine.

APPOINTMENT OF DIRECTOR AND OTHER EXECUTIVE OFFICER

83. The Board may from time to time appoint a Director of the Company and any persons to hold such other Executive Office in relation to the management of the affairs of the Company as they may decide either for a fixed term or without any limitation as to the period for which he, she or they is or are to hold such office, and may, from time to time (subject to the provisions of any service contract between him, her or them and the Company and without prejudice to any claim for damages he, she or they may have for breach of any service contract), remove or dismiss him, her or them from such office and appoint another or others in his, her or their place or places. The Board may permit any such Director or other Executive Officer or person to attend such Meetings of the Board or any Committee or Sub-Committee appointed by the Board at such times as the Board shall think fit.

SECRETARY

84. The Secretary shall be appointed by the Board for such time, and at such remuneration and upon such conditions consistent with Clause 8 of the Memorandum of Association as it may think fit, and any Secretary so appointed may be removed by the Board. The provisions of Sections 283 to 284 of the Act shall apply and be observed. The Board may from time to time appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

MINUTES

85. The Board shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Board, and
- (b) of the names of the Trustees present at every meeting of the Board and of any Committee appointed by the Board, and
- (c) of all resolutions and proceedings at all meetings of the Company of the Board and of all Committees appointed by the Board.

Any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

THE SEAL

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

any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

RULES

87. Within the limits prescribed by these presents, the Trustees shall have full power from time to time to make regulations for the management of the Company and for the conduct of its business including the summoning of meetings, the deposit of money at a proper bank and the custody of documents.

ACCOUNTS

88. The Board shall cause accounting records to be kept in accordance with Sections 221 to 223 of the Act.

89. The accounting records shall be kept at the Office, or, subject to Section 222(2) of the Act at such other place, or places as the Board may think fit, and shall always be open to the inspection of the Trustees.

90. At a General Meeting in every year to be held not more than ten months after the end of the last preceding accounting reference period of the Company the Board shall lay before the Company a proper income and expenditure account in respect of the said accounting reference period made up to the date on which the said accounting reference period ended or to a date within seven days prior or subsequent thereto together with a balance sheet containing all such particulars with regard to the capital, the assets and the liabilities of the Company as are required by the Act, such balance sheet being prepared as at the date to which the said income and expenditure account is made up.

91. Every such balance sheet as aforesaid shall be signed on behalf of the Board by two Trustees and shall be accompanied by a report of the Board as to the state of the Company's affairs, and it shall also have attached to it the Auditors' report and shall be circulated to all Members not later than fifteen weeks after the end of the accounting reference period of the Company in respect of which it is prepared.

92. A copy of every income and expenditure account, balance sheet and report and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not be less than twenty-one clear days before the date of the Annual General Meeting, subject nevertheless to the provisions of Section 240(2) of the Act be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall also be open to inspection and be read before the Meeting as required by Section 241 of the Act.

AUDIT

93. Auditors shall be appointed and their duties regulated in accordance with Sections 236 to 237, 241, 262, 387(i) of the Act, the Trustees being treated as the Directors mentioned in that Section.

NOTICES

94. 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

prepaid envelope addressed to such Member at his or her registered address as appearing in the Register of Members.

95. 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.

96. 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 prepaid 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

97. If the Company shall be wound up or dissolved 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

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ARMEL CONYERS CATES, SOLICITOR,
of GRAVES FARM,
CATMERE END,
SAFFRON WALDEN,
ESSEX

Signature *A. P. Cates*

JOHN STRATHEARN GORDON, STOCKBROKER,
of THE OLD MALTINGS,
NEWPORT,
ESSEX

Signature *J. S. Gordon*

DATED the 26th day of April 1989

WITNESS to all the above Signatures:-

Name: *Michael Richard Patrick Power*

Address: *Oakwood Farm ..*
Shipley
Hastham W Sussex-

Occupation: *Chartered Accountant*

Signature *M. R. Power*

ACC\$10\$9.09
AC38E2.22



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

No. 2387403

I hereby certify that

**CHARTERHOUSE – IN – SOUTHWARK TRUSTEE
COMPANY**

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

Given under my hand at the Companies Registration Office,
Cardiff the 22 MAY 1989


P. BEVAN

an authorised officer