

Company Number: 2688742

Partners in Hope

("the Company")

**Sole Member's Resolution pursuant to Section 382B of The Companies Act 1985
(the Act")**

The following is a written record pursuant to Section 382B of the Act of a decision of the sole member of the Company, to have effect as if agreed by the Company in general meeting:

SPECIAL RESOLUTION

That the amended Memorandum and Articles of Association of the Company as attached and initialled by a serving Director of the Company for the purposes of identification only hereby be adopted with immediate effect as the Memorandum and Articles of Association of the Company in substitution for the Memorandum and Articles of Association of the Company currently in force.



Oliver McTernan

Date: 24th January, 2003



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No. 2688742

THE COMPANIES ACTS 1985 AND 1989

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

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

PARTNERS IN HOPE *

Incorporated on the 18th day of February 1993

**WHITE & CASE
7-11 Moorgate
London EC2R 6HH
Telephone: 020 7600 7300
Facsimile: 020 7600 7030**

* Note: Change of name of Company from "The St. Francis and St. Sergius Trust Fund" to "Partners In Hope" effected by special resolution of the Company passed on 18 May, 2001.

No. 2688742



THE COMPANIES ACTS 1985 AND 1989

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

MEMORANDUM OF ASSOCIATION

OF

PARTNERS IN HOPE

(As amended by special resolution passed on 24 January 2003)

1. The name of the Company is "Partners In Hope".*
2. The registered office of the Company will be situated in England and Wales.
- 3.¹ The objects of the Company shall be to relieve poverty and sickness, advance education and protect and preserve the health of needy persons, especially vulnerable children, young people and their families in the Russian Federation and other territories of the former Soviet Union.
- 4.² The Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:-

(A) To write, print and publish or procure to be printed and published, and to circulate, or procure to be circulated (whether gratuitously or not) any books, pamphlets, leaflets, cards, posters, newspapers, periodicals, magazines or other documents, any audio-tapes, video-tapes and other sound, visual or written materials on religious and social issues in Russian and any other languages.

* Company's name was changed from "The St. Francis and St. Sergius Trust Fund" to "Partners In Hope" by special resolution of the Company passed on 18 May, 2001.

¹ Clause 3 amended by special resolution of the Company passed on 24 January, 2003.

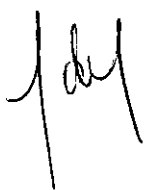
² This was previously Clause 3(A) to (K) (inclusive) and was subsequently renumbered as Clause 4 by special resolution of the Company passed on 24 January, 2003.

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- (B) To arrange seminars, to hold lectures, classes, meetings and conferences and to make radio and television broadcasts.
- (C) To provide secretarial, office and accounting services with staff, premises, office furniture and equipment.
- (D) To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company, and to solicit and accept subscriptions and donations (whether of real or personal property) and devises and bequests for any of the purposes of the Company PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company.
- (E) To support, financially or otherwise, any charitable organisations, churches or personnel working within the territories of the former Soviet Union or elsewhere and to subscribe or guarantee money for charitable purposes which are similar to the Company's own purpose.
- (F) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections.
- (G) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company.
- (H) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company.
- (I) Subject to such consents as may be required by law, to borrow or raise money on such terms and on such security as may be thought fit.
- (J) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (K) To do all such other lawful things as are incidental to the attainment or furtherance of the said 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 Company's objects shall not extend to the regulations of relations between workers and employers or organisations of workers and organisations of employers.
- (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



Management Committee 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 Management Committee have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee, 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.

5. The income and property of the Company shall be applied solely towards the promotion of its object 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 members of the Company and no member of its Management Committee shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

- (A) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Management Committee) for any services rendered to the Company;
 - (B) of interest at a rate not exceeding 2 per cent. less than the published base lending rate of a clearing bank to be selected by the Management Committee of the Company per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Company or of its Management Committee;
 - (C) to any member of its Management Committee of out-of-pocket expenses;
 - (D) to a company of which a member of the Company or of its Management Committee may be a member holding more than one hundredth part of the capital of such company.
6. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, which would have the effect that the Company shall cease to be a company to which section 30 of the Companies Act 1985 applies.
7. The liability of the members is limited.
8. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Company if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases 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.



9. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 6 hereof, such institution to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision then to some other charitable object.

A handwritten signature in black ink, appearing to be 'J. H. H.', located in the bottom right corner of the page.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS

[O. McTernan] (Subscriber Signature)

Oliver McTernan (Name)

St. Francis of Assisi (Address)
Pottery Lane
London W11 4NQ

[E.M. Zauberman] (Subscriber Signature)

Evelyn M. Zauberman (Name)

6 Princedale Road
Holland Park
London W11 4NJ

Dated 4.2.1992

Witness to the above Signatures:-

[Helen Stack] (Witness Signature)

Helen Stack (Name)

92B Blenheim Crescent
Notting Hill
London W11 1NZ

Housewife (Occupation)

pay

No. 2688742

THE COMPANIES ACTS 1985 AND 1989

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

**ARTICLES OF ASSOCIATION
OF
PARTNERS IN HOPE^{*3}**

(As amended by special resolutions passed on 14 August 1994 and 2003)

GENERAL

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

³ * Note: Change of Company name from "The St. Francis and St. Sergius Trust Fund" to "Partners In Hope" by special resolution of the Company passed on 18 May, 2001.

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Words	Meanings
The Act	The Companies Act 1985 and every statutory modification and re-enactment thereof for the time being in force.
These Articles	These Articles of Association, and the regulations of the Company from time to time in force.
The Company	The above-named Company.
The Management Committee	The Board of Directors for the time being of the Company.
The Office	The registered office of the Company.
The Seal	The common seal of the Company.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar Month
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or producing words in a visible form.
Clear days	In relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

And other words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine general; and

Words importing persons shall include corporations.

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

2. The Company is established for the purposes expressed in the Memorandum of Association.
3. The subscribers to the Memorandum of Association of the Company and such other persons or bodies as the Management Committee shall in their discretion admit to membership in accordance with these Articles shall be the members of the Company.

4. Every person who wishes to become a member of the Company shall execute and deliver to the Company an application for membership in such form as the Management Committee shall require.
5. Every application for membership shall be considered by the Management Committee at its first meeting after the application was made or as soon afterwards as is practicable. Any applicant who is refused admission to membership may require that the question of their application be considered by the next General Meeting of the Company whose decision on the matter shall be final. When refusing any application for membership, the Management Committee shall ensure that the applicant is aware of his right of appeal under the provisions of this Article.
6. All incorporated bodies or associations admitted as members shall have the right to appoint a person to attend and to exercise the vote of that member at all General Meetings and other meetings of members of the Company at any time by giving notice in writing to the Secretary of the Company and shall have the right to revoke such appointment of such representative and to appoint another person in the place of representative.
7. Members' rights shall not be transferable.
8. Every member of the Company shall cease to be a member if:-
 - (i) an ordinary resolution of the Company is passed terminating the membership of such member; or
 - (ii) a written resignation signed by such member is received at the Office; or
 - (iii) such member dies, if an individual person; or
 - (iv) such member is wound up or goes into liquidation, if a corporate body or association.

GENERAL MEETINGS

9. 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 Management Committee, 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.
10. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
11. The Management Committee may whenever they 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 requisitions, as provided by section 368 of the Act.

12. Twenty-one clear days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special resolution, and fourteen clear days' notice in writing at the least of every other General Meeting, specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these Articles or under the Act entitled to receive such notices from the Company; but with the consent of all the members having the right to attend and vote thereat; or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.
13. 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.

PROCEEDING AT GENERAL MEETINGS

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Management Committee and of the Auditors, the election of members of the Management Committee in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.
15. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein provided three persons titled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation or association shall be a quorum.
16. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Management Committee may determine.
17. The Chairman (if any) of the Management Committee shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Management Committee, or if no such member be present, or if all the members of the Management Committee present decline to take the chair, they shall choose some member of the Company who shall be present to preside.
18. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.



19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least two members present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
20. Subject to the provisions of Article 21, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
21. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
22. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a second or casting vote.
23. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
24. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

VOTES OF MEMBERS

25. Subject as hereinafter provided, every member shall have one vote.
26. Save as herein expressly provided, no member other than a member duly registered, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.
27. 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 tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
28. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative appointed as provided by section 375 of the Act. A proxy need not be a member.
29. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing, or if such appointer is a corporation under its



common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

30. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof 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, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
31. 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 the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
32. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

"I,
of
a member of
hereby appoint
of
and failing him,
of
as my proxy to vote for me on my behalf at the [Annual/Extraordinary] General
Meeting of the Company to be held on
20 , and at any adjournment thereof.

Signed on 20 ."

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

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MANAGEMENT COMMITTEE

33. Unless otherwise determined by a General Meeting the number of members of the Management Committee shall be not less than three but shall not be subject to any maximum.
34. The first members of the Management Committee shall be as named in the statement delivered to the Registrar of Companies pursuant to Section 10 of the Act.
35. The Management Committee may from time to time and at any time appoint any member of the Company as a member of the Management Committee either to fill a casual vacancy or by way of addition to the Management Committee.
36. Individuals or organisations able to render special services who are not members of the Company can be co-opted to the Management Committee without voting rights. Any member co-opted shall retain office until the next Annual General Meeting of the Company and shall be eligible for re-election as a co-opted member of the Management Committee at that Annual General Meeting and at subsequent Annual General Meetings.
37. Save as provided in Article 36 hereof relating to non-voting co-opted Management Committee members, no person who or organisation which is not a member of the Company shall in any circumstances be eligible to hold office or have a representative hold office (as the case may be) as a member of the Management Committee.

POWERS OF THE MANAGEMENT COMMITTEE

38. The business of the Company shall be managed by the Management Committee who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Act or by the Articles required to be exercise or done by the Company in General Meeting, subject nevertheless to any regulations of the Articles, 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 Management Committee which would have been valid if such regulation had not been made.
39. The members for the time being of the Management Committee may act notwithstanding any vacancy in their body; provided always that in case the members of the Management Committee shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with the Articles, it shall be lawful for them to act as the Management Committee for the purpose of admitting persons to membership of the Company, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

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SECRETARY

40. Subject to the provisions of the Act the Secretary shall be appointed by the Management Committee for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections 283 and 284 of the Act shall apply and be observed. The Management Committee may from time to time by resolution 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.

THE SEAL

41. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Management Committee, and in the presence of at least two members of the Council and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be 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.

DISQUALIFICATION OF MEMBERS OF THE MANAGEMENT COMMITTEE

42. The office of a member of the Management Committee shall be vacated:
- (A) If he becomes bankrupt or makes any arrangement or composition with his creditors generally.
 - (B) If he is the representative of a corporation or association which goes into liquidation or makes any composition with its creditors generally.
 - (C) If he becomes of unsound mind.
 - (D) If he ceases to be a member of the Company or, being the representative of a corporation or association, that corporation or association ceases to be a member of the Company.
 - (E) If by notice in writing to the Company he resigns in his office.
 - (F) If he ceases to hold office by virtue of any provision of the Act or he becomes prohibited by law from being a Director of a Company.
 - (G) If he fails to attend four consecutive meetings of the Management Committee without providing reasons therefor to the satisfaction of the remaining members of the Management Committee and the Management Committee resolves that his office be vacated.

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PROCEEDINGS OF THE MANAGEMENT COMMITTEE

43. The Management Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Subject to co-opted members of the Management Committee not being entitled to vote, questions arising at any meeting shall be decided by a majority of votes of the members of the Management Committee. In case of an equality of votes the Chairman shall have a second or casting vote.
44. A member of the Management Committee may, and on the request of a member of the Management Committee the Secretary shall, at any time, summon a meeting of the Management Committee by notice served upon the several members of the Management Committee. A member of the Management Committee who is absent from the United Kingdom shall not be entitled to notice of a meeting.
45. The Management Committee shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Management Committee at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Management Committee present shall choose one of their number to be Chairman of the meeting.
46. A meeting of the Management Committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretion by or under the regulations of the Company for the time being vested in the Management Committee generally.
47. The Management Committee may delegate any of their powers to committees consisting of such member or members of the Management Committee as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Management Committee. The meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Management Committee so far as applicable and so far as the same shall not be superseded by any regulations made by the Management Committee.
48. All acts bona fide done by any meeting of the Management Committee of any committee of the Management Committee, or by any person acting as a member of the Management Committee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Management Committee.
49. The Management Committee shall cause proper minutes to be made of all appointments of officers made by the Management Committee and of the proceedings of all meetings of the Company and of the Management Committee and of committees of the Management Committee, and all business transacted at such meetings, and any

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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.

50. A resolution in writing signed by all the members for the time being of the Management Committee or of any committee of the Management Committee who are entitled to receive notice of a meeting of the Management Committee or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee or of such committee duly convened and constituted.
51. A member of the Management Committee may participate in a meeting of the Management Committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other speak. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting. Any such meeting shall be deemed to take place in the location where the greatest number of persons contributing to the quorum requirement of the meeting are present.

ACCOUNTS

52. The Management Committee shall cause accounting records to be kept in accordance with the requirements of the Act.
53. The accounting records shall be kept at the office, or, subject to the provisions of the Act, at such other place or places as the Management Committee shall think fit, and shall always be open to the inspection of the officers of the Company.
54. The Management Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of members not being officers of the Company, and no member (not being an officer) shall have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Management Committee or by the Company in General Meeting.
55. Subject always to the provisions of the Act at the Annual General Meeting in every year the Management Committee lay before the Company an income and expenditure account for the period since the last preceding accounting reference date (or in the case of the first accounts since the incorporation of the Company) together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Management Committee and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting at which they are to be laid be delivered or sent by post to the Auditors and to all other persons entitled to receive notices of General Meeting in accordance with the Act in the manner in which notices are hereinafter directed to be served.

AUDIT

56. In accordance with the provisions of the Act once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
57. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act, the members of the Management Committee being treated for all purposes as the Directors mentioned in those provisions.

NOTICES

58. A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.
59. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Company.
60. Any notice, if served by post, shall be deemed to have been served on the expiration of 48 hours after the day following that on which the letter containing the same is put into the post and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid first class letter.

DISSOLUTION

61. Clause 10 of the Memorandum of Association of the Company relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.



NAMES AND ADDRESSES OF SUBSCRIBERS

[O. McTernan]

(Subscriber Signature)

Oliver McTernan

(Name)

St. Francis of Assisi
Pottery Lane
London W11 4NQ

(Address)

[E.M. Zauberman]

(Subscriber Signature)

Evelyn M. Zauberman

(Name)

6 Princedale Road
Holland Park
London W11 4NJ

(Address)

Dated 4.2.1992

Witness to the above Signatures:

[M. Lane]

(Witness Signature)

M. Lane

(Name)

47 St. James Gardens
London
W11 4RA

(Address)

Retired

(Occupation)