

G

COMPANIES FORM No. 30(5)(a)

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

For official use

Company number

[] [] [] []

[]

Name of company

* SOUTHERN UNIVERSITIES MANAGEMENT SERVICES

I, ROBIN IAN HUNTER

of 3 INGLEWOOD CLOSE

SONNING COMMON, READING, BERKSHIRE RG4 9SY

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 25 Wood Lane Sonning Common in the County of Oxford

Declarant to sign below

the 27th day of April

One thousand nine hundred and ninety-two

before me

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):

For official Use

New Companies Section

Post room

JORDAN & SONS LTD
21 ST. THOMAS STREET
BRISTOL
CLARKS SOLICITORS (4/31)
GREAT WESTERN HOUSE
STATION ROAD
READING
BERKSHIRE
RG1 1SX
TU2512/KHB

Jordan & Sons Limited
21 St. Thomas Street, Bristol BS1 6JS Tel. 0272-230600 Telex 449119

Printed and supplied by

Jordans

Jordan & Sons Limited

21 St. Thomas Street, Bristol BS1 6JS
Tel: 02, 230600 Telex 449119

10

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

This form should be completed in black.

Company name (in full)

CN

2732244

For official use

F

SOUTHERN UNIVERSITIES MANAGEMENT SERVICES

Registered office of the company on
incorporation.

RO

P O Box 238, 3 Earley Gate

Whiteknights Road

Post town Reading

County/Region Berkshire

Postcode RG6 2AL

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

X

Name

RA

JORDAN & SONS LTD

Post town 21 ST. THOMAS ST
BRISTOL BS1 6JS

County/Region

Postcode

Number of continuation sheets attached

To whom should Companies House
direct any enquiries about the
information shown in this form?

CLARKS SOLICITORS (4/31/JCS)

T02512 KHB.

JORDAN & SONS LTD
GREAT WESTERN HOUSE, STATION ROAD

21 ST. THOMAS ST.

READING BERKSHIRE

BRISTOL BS1 6JS

Postcode RG1 1SX

Telephone (0734) 585321

Extension 2280

Company Secretary (See notes 1 - 5)

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

CS

Mr

Robin Ian

Hunter

AD

3 Inglewood Close

Sonning Common

Post town Reading

County/Region Berkshire

Postcode RG4 9SY

Country England

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

Signed

Date 26/3/92

Consent signature

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

CD

Mr

Michael Martin

O'Hara

AD

20 Mountside

Post town Guildford

County/Region Surrey

Postcode GU2 5JE

Country England

Nationality NA British

DO 2 3 0 4 3 7

OC

University Administrator

OD

City Technology Ltd

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

Signed

Date

* Voluntary details

Consent signature

Directors (continued)

(See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature**CD** Mr

Edgar

Newcomb

AD

Tudor House, The Green

Elmstead Market

Post town Colchester

County/Region Essex

Postcode CO7 7AG

Country England

DD

0 | 2 | 1 | 0 | 4 | 0

Nationality **NA** British**OC**

University Administrator

OD

Wivenhoe Building Management Services Ltd

Wivenhoe Enterprises Ltd

Wivenhoe Technology Ltd

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

Signed

R. Newcomb

Date

26 March 1992

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers

Date

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

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

Signed

[Signature]

Date

26 March 1992

Signed

[Signature]

Date

26 March 1992

Signed

M. M. [Signature]

Date

26 March 92

Signed

[Signature]

Date

26 March 1992

Signed

Michael [Signature]

Date

26 March 1992

Signed

R. Newcomb

Date

26 March 1992

Directors (continued)

(See notes 1 - 5)

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

*** Voluntary details****Consent signature****Directors (continued)**

(See notes 1 - 5)

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

Address

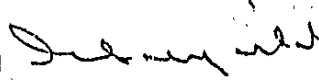
Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

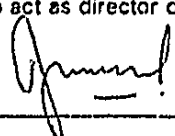
Business occupation

Other directorships

*** Voluntary details****Consent signature**

CD	Mr
	Derek Austin
	Schofield
	MA
AD	19 Bassett Row
	Post town Southampton
	County/Region Hampshire
	Postcode SO1 7FT
	Country England
DO	2 4 0 2 3 1
	Nationality NA British
OC	University Administrator
OD	Southampton University Holdings
	University of Southampton Enterprises (now defunct)
	Opticem
	I consent to act as director of the company named on page 1
Signed	
	Date 26.3.92

OKC

CD	Dr
	Timothy John
	Mead
AD	19 Keswick Close
	Beeston
	Post town Nottingham
	County/Region Nottinghamshire
	Postcode NG9 3AR
	Country England
DO	3 1 0 5 4 7
	Nationality NA
OC	University Administrator
OD	
	I consent to act as director of the company named on page 1
Signed	
	Date 26 March 1992

Directors (continued)
(See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

* Voluntary details

Consent signature

CD	Mr
Michael Geoffrey Ellis	
Paulson-Ellis	
AD	396 Unthank Road
Post town Norwich	
County/Region Norfolk	
Postcode NR4 7QE	
Country England	
DO	1 8 0 6 3 9
Nationality NA British	
OC	University Administrator
OD	UEA Enterprises Ltd
I consent to act as director of the company named on page 1	
Signed	Michael Ellis
Date	26 March 1992

Directors (continued)
(See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

* Voluntary details

Consent signature

CD	Mr
Ian Hughes Colin	
Powell	
AD	Pennsylvania House, Pennsylvania Road
Higher Duryard	
Post town Exeter	
County/Region Devon	
Postcode EX4 5BQ	
Country England	
DO	1 4 1 0 4 0
Nationality NA British	
OC	University Administrator
OD	Exeter Enterprises Ltd
I consent to act as director of the company named on page 1	
Signed	Ian Hughes
Date	26 March 1992

Directors (continued)

(See notes 1 - 5)

Name***Style/Title****Forenames****Surname*****Honours etc****Previous forenames****Previous surname****Address**


Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth**Business occupation****Other directorships***** Voluntary details****Consent signature****Directors (continued)**

(See notes 1 - 5)

Name***Style/Title****Forenames****Surname*****Honours etc****Previous forenames****Previous surname****Address**

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth**Business occupation****Other directorships***** Voluntary details****Consent signature****CD****Mr****John Andrew****Clifford****AD****15 Ferrymoor, Ham****Post town** **Richmond****County/Region** **Surrey****Postcode** **TW10 7SD****Country** **England****DO****0 1 1 2 4 6****Nationality** **NA** **British****OC****University Administrator****OD****None****I consent to act as director of the company named on page 1****Signed****Date** **26 MARCH 1992****CD****AD****Post town****County/Region****Postcode****Country****DO****Nationality** **NA****OC****OD****I consent to act as director of the company named on page 1****Signed****Date**

(See notes 1 - 5)

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

(See notes 1 - 5)

Name

***Style/Title**

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

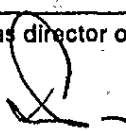
Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD Mr
John Hurley Michael
Parry
MA
AD Snuff Mill Cottage
Kentshare Lane, Winford
Post town Bristol
County/Region Avon
Postcode BS8 8HA Country England
DO 0 5 0 4 4 0 Nationality NA British
OC University Administrator
OD Colston Research Society
Emerson's Green Development Company Ltd
I consent to act as director of the company named on page 1
Signed  Date 1. iv. 96

CD					
AD					
Post town					
County/Region					
Postcode				Country	
DO					
		Nationality		NA	
OC					
Ob					
I consent to act as director of the company named on page 1					
Signed			Date		

Directors (continued)

(See notes 1 - 5)

Name***Style/Title****Forenames****Surname*****Honours etc****Previous forenames****Previous surname****Address**

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

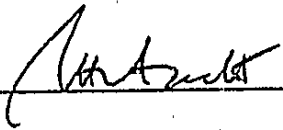
Date of birth**Business occupation****Other directorships***** Voluntary details****Consent signature****Directors (continued)**

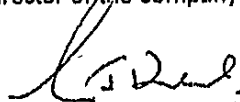
(See notes 1 - 5)

Name***Style/Title****Forenames****Surname*****Honours etc****Previous forenames****Previous surname****Address**

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth**Business occupation****Other directorships***** Voluntary details****Consent signature**

CD	Mr
Robert Henry Charles	
Ascott	
MA, FBIM	
AD	114 High Street
Burbage	
Post town Marlborough	
County/Region Wiltshire	
Postcode SN8 3AB	
Country England	
DO	07 03 43
Nationality NA British	
OC	University Administrator
OD	Churn Estates Ltd; Stockmint Ltd Kleinwort Benson High Income Trust plc Reading University Innovation Centre Ltd
I consent to act as director of the company named on page 1	
Signed	
Date	26/3/92

CD	Mr
Leonard John	
Kail	
AD	33 Pulens Lane
Sheet	
Post town Petersfield	
County/Region Hampshire	
Postcode GU31 4BZ	
Country England	
DO	17 12 30
Nationality NA British	
OC	University Administrator
OD	See attached sheet
I consent to act as director of the company named on page 1	
Signed	
Date	3/4/92

Mr Leonard John Kail

Other Directorships

	Company Number
Clifmar Associates Ltd	1936129
Cytotechnics Ltd (resigned 25.4.88)	19190580
NETCEM Ltd	91206
SUNET Ltd	1756048
Surrey Aqua Bio Technologies Ltd (resigned 23.5.88)	1909145
Surrey Medical Imaging Systems Ltd	1875407
Surrey Satellite Technology Ltd	1916260
Paqualab Ltd	1841583
University Business Associates Ltd (company dissolved 7.5.88)	1406285
Surrey European Management School Ltd	2403419
Worldwide Medical Information Ltd (company dissolved)	1760127

Directors (continued)

(See notes 1 - 5)

Name ***Style/Title**

Forenames

Surname

***Honours etc**

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

*** Voluntary details**

Consent signature

CD	Mr
Richard Moreton	
Mawditt	
OBE	
AD	Goblin Combe
North Road	
Post town Bath	
County/R. Avon	
Postcode BA2 6HW	
Country England	
DC	28 0 6 3 6
Nationality NA British	
OC	University Administrator
OD	See attached sheet

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

Signed

R. M. Moreton

Date

30 March 1992

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers Date

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

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

Signed ✓	<i>T. A. Clifford</i>	Date × 26 MARCH 1992
Signed ✓	<i>W. M. Mawditt</i>	Date × 26/3/92
Signed ✓	<i>R. M. Moreton</i>	Date × 30.3.92
Signed ✓	<i>[Signature]</i>	Date × 1.4.92
Signed ✓	<i>[Signature]</i>	Date × 3.4.92
Signed ✓		Date >

Mr Richard Moreton Mawditt, OBE

Other Directorships

Director - Bath Enterprise Ltd

Director & Secretary - Bath Institute of Medical Engineering Ltd

Director - Millfield Foundation

Director - National Mathematics Project Ltd

Director - Emerson's Green Development Company

Director - The Science Research Foundation

Non-executive Director - Bath Royal United Hospital Trust
(from 1 April 1992)

Governor - Millfield School

Trustee - Huntington Centre

Trustee - Holburne of Menstrie Museum

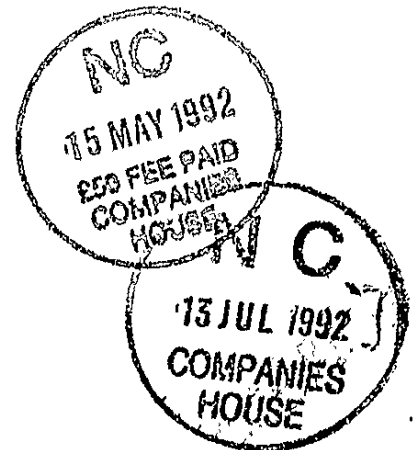
INC 45473/APP

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

SOUTHERN UNIVERSITIES MANAGEMENT SERVICES



2732244

1. The Company's name is "SOUTHERN UNIVERSITIES MANAGEMENT SERVICES".
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are to promote and provide for the advancement of education and in connection therewith to provide management services to and to collaborate in ventures with universities and university and educational bodies and to provide secretarial and support services to such and other similar bodies in order to improve the efficiency of such bodies.

In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-

(a) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.

(b) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects.

(c) To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company.

(d) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.

JORDAN & SONS LTD
21 ST. THOMAS ST
BRISTOL BS1 6JS

34644

TU2512/RG

(e) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.

(f) To invest the moneys of the Company not immediately required for the furtherance of its objects 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.

(g) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects.

(h) 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 with a view to the furtherance of its objects.

(i) Subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.

(j) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.

(k) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.

(l) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.

(m) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate or to co-operate.

(n) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

(o) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that:-

(a) 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.

(b) 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 or Governing Body 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 or Governing Body 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 or Governing Body 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 shall be applied solely towards the promotion of its objects as set forth in the 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 or Governing Body 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 or Governing Body) for any services rendered to the Company;

(b) of interest on money lent by any member of the Company or of its Management Committee or Governing Body at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Management Committee or Governing Body or 3 per cent whichever is the greater;

(c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Management Committee or Governing Body;

(d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Management Committee or Governing Body may also be a member holding not more than 1/100th part of the capital of that company; and

(e) to any member of its Management Committee or Governing Body of reasonable and proper out-of-pocket expenses.

(f) to any registered charity being a university or university or educational body for the charitable objects of such university or body whether or not such university or body is a member of the Company.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets 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.

7. 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 except to those that are themselves charities but shall be given or transferred to a 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 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 other charitable object.

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and addresses of Subscribers

Mr Michael Martin O'Hara
20 Mountside
Guildford, Surrey GU2 5JE

M. M. O'Hara

Mr Robert Henry Charles Ascott
114 High Street
Burbage
Marlborough, Wiltshire SN8 3AB

Robert Ascott

Mr Michael Geoffrey Ellis Paulson-Ellis
396 Unthank Road
Norwich NR4 7QE

Michael G. Paulson-Ellis

Mr Ian Hughes Colin Powell
Pennsylvania House
Pennsylvania Road
Higher Duryard
Exeter EX4 5BQ

I. H. C. Powell

Mr Derek Austin Schofield
19 Bassett Row
Southampton, Hampshire SO1 7FT

Derek Austin Schofield

Mr Edgar Newcomb
Tudor House
The Green
Elmstead Market
Colchester, Essex CO7 7AG

E. Newcomb

Dated 26th March 1992

Witness to the above Signatures:-

J. M. Brazier

Miss J M Brazier
Mead House Stables
Mariners Lane
Bradfield, Berkshire
RG7 6HX

Occupation: Secretary

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and addresses of Subscribers

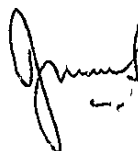
Mr Leonard John Kail
33 Pulens Lane
Sheet
Petersfield, Hampshire GU31 4BZ

ABSENT ON THIS OCCASION

Mr John Andrew Clifford
15 Ferrymoor,
Ham
Richmond, Surrey TW10 7SD



Dr Timothy John Mead
19 Keswick Close
Beeston
Nottingham NG9 3AR



Dated 26 March 1992

Witness to the above Signatures:-

J. M. Brazier

Miss J M Brazier
Mead House Stables
Mariners Lane
Bradfield, Berkshire
RG7 6HX

Occupation: Secretary

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

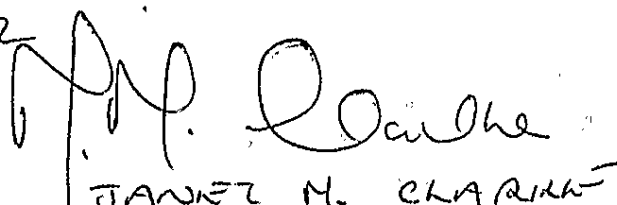
Names and addresses of Subscribers

Mr John Hurley Michael Parry
Snuff Mill Cottage
Kentshare Lane
Winford
Bristol BS8 8HA



Dated 1st APRIL 1992

Witness to the above Signatures:-



JANET M. CLARKE
2 WEST MAH
CHIFTON
BRISTOL BS8 8HBT
SECRETARY

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

SOUTHERN UNIVERSITIES MANAGEMENT SERVICES

INTERPRETATION

1. In these Articles:-

"the Act" means the Companies Act, 1985.

"the Management Committee" means the committee which manages the Company.

"secretary" means any person appointed to perform the duties of the secretary of the Company.

"the United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

OBJECTS

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

MEMBERS

3. The subscribers to the Memorandum of Association and such other universities or university or educational bodies ~~persons~~ as the Management Committee shall admit to membership shall be members of the Company. Every

Handwritten signatures and initials:
H.H.H.
P.M.B.
TUESDAY
M.H.B.
J.
F.
W.

member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.

4. Each member shall pay to the Company such sum as an annual subscription or fee as the Management Committee shall from time to time determine. The annual subscription need not be the same for each member.

5. Unless the members of the Management Committee or the Company in General Meeting shall make other provision pursuant to the powers contained in Article 68, the Management Committee may in its absolute discretion permit any member of the Company to retire, provided (regardless of any other provision pursuant to Article 68) that after such retirement the number of members is not less than three.

6. A member may withdraw from membership on giving to the Management Committee not less than one years notice to expire on 31 July in any year.

GENERAL MEETINGS

7. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Management Committee shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

8. 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 requisitionists, as provided by Section 368 of the Act.

NOTICE OF GENERAL MEETINGS

9. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:-

(a) in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and

(b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent. of the total voting rights at that meeting of all the members.

10. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Management Committee and auditors, and the appointment of, and the fixing of the remuneration, of the auditors.

12. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, three members present in person or one-tenth of the membership, whichever shall be the greater, shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon 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 to such other day and at such other time and place as the Management Committee may determine.

13. The chairman, if any, of the Management Committee shall preside as chairman at every General Meeting of the Company, or if there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the members of the Management Committee present shall elect one of their number to be chairman of the meeting.

14. If at any meeting no member of the Management Committee is willing to act as chairman or if no member of the Management Committee is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.

15. 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 the business left unfinished 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 an adjournment or of the business to be transacted at an adjourned meeting.

16. 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 on the declaration of the result of the show of hands) demanded:-

(a) by the chairman; or

(b) by at least two members present in person or by proxy; or

(c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands *been carried or carried unanimously, or by a particular majority, or lost* and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

17. Except as provided in Article 19, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

18. In the 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 casting vote.

19. 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 as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

20. 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

21. Every member shall have one vote.

22. No member shall be entitled to vote at any General Meeting unless all moneys presently payable by him to the Company have been paid.

23. On a poll votes may be given either personally or by proxy.

24. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a

corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

25. 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 that power or authority shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time 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 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

26. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

" Limited.

I/We of in the County of being a member/members of the above named Company, hereby appoint of or failing him of as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of 19 , and at any adjournment thereof.

Signed this day of 19 ."

27. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

" Limited.

I/We of in the County of being a member/members of the above named Company, hereby appoint of or failing him of as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of 19 , and at any adjournment thereof.

Signed this day of 19 ."

This form is to be used *in favour of the resolution.
against

Unless otherwise instructed, the proxy will vote as he thinks fit.

*Strike out whichever is not desired."

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

29. 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 as aforesaid 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.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

30. Any corporation which is a member of the Company may by resolution of its Management Committee or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

MANAGEMENT COMMITTEE

31. Each member of the Company shall appoint a representative to be a member of the Management Committee. Each member of the Company shall be free to remove such representative at any time but shall appoint a replacement representative, as soon as practicable.

32. The maximum number of the members of the Management Committee shall be determined by the Company in General Meeting, but unless and until so fixed there shall be no maximum number and the minimum number of members of the Management Committee shall be three.

33. The members of the Management Committee ^{may} shall be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Management Committee or any committee of the Management Committee or General Meetings of the Company or in connection with the business of the Company.

ALTERNATE MEMBERS OF THE MANAGEMENT COMMITTEE

34. Any member of the Management Committee (other than an alternate member) may appoint any other member of the Management Committee or any other person approved by resolution of the Management Committee and willing to act, to be an alternate member and may remove from office an alternate member so appointed by him.

35. An alternate member of the Management Committee shall be entitled to receive notice of all meetings of the Management Committee and of all meetings of committees of the Management Committee of which his appointor is a member, to attend and vote at any such meeting at which the member appointing him is not personally present, and generally to perform all the functions of his appointor as a member of the Management Committee in his absence, but shall not be entitled to receive any remuneration from the Company for his services as an alternate member of the Management Committee. It shall not be necessary to give notice of such a meeting to an alternate member who is absent from the United Kingdom.

36. An alternate member of the Management Committee shall cease to be an alternate member if his appointor ceases to be a member of the Management Committee.

37. Any appointment or removal of an alternate member of the Management Committee shall be by notice to the Company signed by the member making or

revoking the appointment or in any other manner approved by the Management Committee.

38. Save as otherwise provided in the articles an alternate member of the Management Committee shall be deemed for all purposes to be a member of the Management Committee and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the member appointing him.

BORROWING POWERS

39. The Management Committee may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party subject to such consents as may be required by law.

POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

40. (a) The business of the Company shall be managed by the Management Committee, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid 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 that regulation had not been made.

(b) In the exercise of the aforesaid powers and in the management of the business of the Company, the members of the Management Committee shall always be mindful that they are charity trustees within the definition of Section 46 of the Charities Act 1960 as the persons having the general control and management of the administration of a charity.

41. All cheques, promissory notes, drafts, bills of exchange and other negotiable 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 Management Committee shall from time to time by resolution determine.

42. The Management Committee shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Management Committee;
- (b) of the names of the members of the Management Committee present at each meeting of the Management Committee and of any committee of the Management Committee;
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Management Committee and of committees of the Management Committee.

DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE MANAGEMENT COMMITTEE

43. The members of the Management Committee shall not be required to retire by rotation.

44. The office of member of the Management Committee shall be vacated if the member:-

(a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(b) becomes prohibited from being a member of the Management Committee by reason of an order made under any provision of the Company Directors Disqualification Act 1986; or

(c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or

(d) resigns his office by notice in writing to the Company; or

(e) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 317 of the Act.

In any of the above cases the member of the Company of whom the member of the Management Committee is representative shall appoint a replacement as soon as practicable.

45. The office of member of the Management Committee shall also be vacated if the member of the Company of whom the member of the Management Committee is representative shall cease to be a member of the Company.

46. A member of the Management Committee who is in any way, whether directly or indirectly, interested in a contract or proposed contract, arrangement, or dealing with the Company, shall declare the nature of his interest at a meeting of the Management Committee, and subject thereto he may be counted in the quorum present at any meeting of the Management Committee whereat such contract, arrangement or dealing with the Company is considered or entered into and may vote in respect thereof.

47. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 379 of the Act, remove any member of the Management Committee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such member of the Management Committee.

48. The Company in General Meeting may appoint any person to be a member of the Management Committee either to fill a casual vacancy or as an additional member of the Management Committee.

PROCEEDINGS OF THE MANAGEMENT COMMITTEE

49. The Management Committee may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising

at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. ^{the chairman} A member of the Management Committee may, and the secretary on the requisition of three members of the Management Committee shall, at any time summon a meeting of the Management Committee. It shall not be necessary to give notice of a meeting of the Management Committee to any member of the Management Committee for the time being absent from the United Kingdom.

50. The quorum necessary for the transaction of the business of the Management Committee may be fixed by the Management Committee, and unless so fixed shall be three or one-third of the number of members of the Management Committee for the time being whichever shall be the greater number.

51. The continuing members of the Management Committee may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members of the Management Committee, the continuing members or member of the Management Committee may act for the purpose of increasing the number of members of the Management Committee to that number, or of summoning a General Meeting of the Company, but for no other purpose.

52. The Management Committee may elect a chairman of their meetings who need not be a member of the Company or a representative of a member of the Company and determine the period for which he is to hold office; but, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members of the Management Committee present may choose one of their number to be chairman of the meeting.

53. The Management Committee may delegate any of their powers to committees consisting of such ~~majority~~ members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management Committee and shall report all acts and proceedings to the Management Committee as soon as is reasonably practicable.

54. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

55. A committee may meet and adjourn as it thinks proper.

56. Questions arising at any meeting of the Management Committee or of any Committee shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.

57. All acts done by any meeting of the Management Committee or of a committee of the Management Committee, or by any person acting as a member of the Management Committee, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the Management Committee 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 and was qualified to be a member of the Management Committee.

58. A resolution in writing, signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee, shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held.

59. Subject to Section 13(5) of the Act, the secretary shall be appointed by the Management Committee for such term, at such remuneration and upon such conditions as the Management Committee may think fit; and any secretary so appointed may be removed by it; Provided always that no member of the Management Committee or of the Company may occupy the salaried position of secretary.

60. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a member of the Management Committee and the secretary shall not be satisfied by its being done by or to the same person acting both as member of the Management Committee and as, or in place of, the secretary.

ACCOUNTS

61. The Management Committee shall cause accounting records to be kept in accordance with the provisions of the Act.

62. The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Management Committee thinks fit, and shall always be open to the inspection of the officers of the Company.

63. 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 accounts and books of the Company or any of them shall be open to the inspection of members not being members of the Management Committee, and no member (not being a member of the Management Committee) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Management Committee or by the Company in General Meeting.

64. The Management Committee shall from time to time in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.

65. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditor's report, and Management Committee report, shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

AUDIT

66. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

NOTICES

67. A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

68. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-

(a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;

(b) every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting;

(c) the auditor for the time being of the Company; and

(d) each member of the Management Committee.

No other person shall be entitled to receive notices of General Meetings.

DISSOLUTION

69. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

RULES OR BYE LAWS

70. The Management Committee may from time to time make such Rules or Bye Laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such Rules or Bye Laws regulate:-

(i) The admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members.

(ii) The conduct of members of the Company in relation to one another, and to the Company's servants.

(iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.

(iv) The procedure at general meetings and meetings of the Management Committee and Committees of the Management Committee in so far as such procedure is not regulated by these presents.

(v) And, generally, all such matters as are commonly the subject matter of Company rules.

The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Management Committee shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

INDEMNITY

71. In the execution of his duties and the exercise of his rights in relation to the affairs of the Company (and without prejudice to any indemnity to which he may otherwise be entitled) every member of the Management Committee shall be entitled to be indemnified out of the assets of the Company against any costs, losses, claims, actions or other liabilities suffered or incurred by him and arising by reason of any improper investment made by or for the Company in good faith (so long as he shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (provided reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the member of the Management Committee who is sought to be made liable. This clause shall only have effect insofar as it is not avoided by any provision of the Act.

Names and addresses of Subscribers

Mr Michael Martin O'Hara
20 Mountside
Guildford, Surrey GU2 5JE

M. M. O'Hara

Mr Robert Henry Charles Ascott
114 High Street
Burbage
Marlborough, Wiltshire SN8 3AB

Robert Ascott

Mr Michael Geoffrey Ellis Paulson-Ellis
396 Unthank Road
Norwich NR4 7QE

Michael Ellis Paulson-Ellis

Mr Ian Hughes Colin Powell
Pennsylvania House
Pennsylvania Road
Higher Duryard
Exeter EX4 3BQ

Ian Powell

Mr Derek Austin Schofield
19 Bassett Row
Southampton, Hampshire SO1 7FT

Derek Schofield

Mr Edgar Newcomb
Tudor House
The Green
Elmstead Market
Colchester, Essex CO7 7AG

E. Newcomb

Dated 26th March 1992

Witness to the above Signatures:-

J. M. Brazier

Miss J M Brazier
Mead House Stables
Mariners Lane
Bradfield, Berkshire
RG7 6HX

Occupation: Secretary

Names and addresses of Subscribers

~~Mr Leonard John Kail~~

~~333 Piddess Lane~~

~~Sheff~~

~~Petersfield, Hampshire GU31 4EZ~~

ABSENT ON THIS OCCASION

Mr John Andrew Clifford

15 Ferry Moor,

Ham

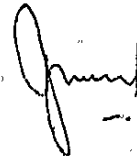
Richmond, Surrey TW10 7SD

Mr John Andrew Clifford

15 Ferry Moor

Ham

Richmond, Surrey TW10 7SD



Dr Timothy John Mead

19 Keswick Close

Beeston

Nottingham NG9 3AR

Dated 26 March 1992

Witness to the above Signatures:-

J. M. Brazier

Miss J M Brazier
Mead House Stables
Mariners Lane
Bradfield, Berkshire
RG7 6HX

Occupation: Secretary

Names and addresses of Subscribers

Mr Richard Moreton Mawditt, OBE
Goblin Combe
North Road
Bath BA2 6HW

R. M. Mawditt

Dated 30 March 1982

Witness to the above Signatures:-

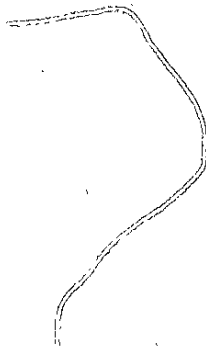
Richard Mawditt

Mr S. J. Powell
32 Alton Garden
Bath BA2 4QG

Secretary

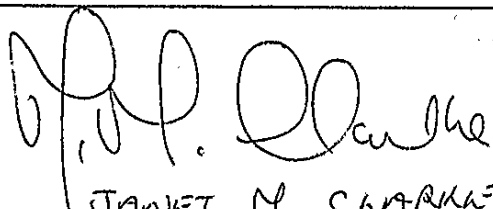
Names and addresses of Subscribers

Mr John Hurley Michael Parry
Snuff Mill Cottage
Kentshare Lane
Winford
Bristol BS8 8HA



Dated 1ST APRIL 1992

Witness to the above Signatures:-



JANET M. CLARKE
2 WEST HALL
CHIFTON, BRISTOL BS8 8BT

SECRETARY

FILE COPY



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

No. 2732244

I hereby certify that

SOUTHERN UNIVERSITIES MANAGEMENT SERVICES

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 17 JULY 1992

F. A. Joseph

F. A. JOSEPH

an authorised officer

G

COMPANIES FORM No. 224

Notice of accounting reference date
(to be delivered within 9 months of
incorporation)

224

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989

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

To the Registrar of Companies
(Address overleaf)

Company number

2732244

Name of company

* Southern Universities Management Services

* insert full name
of company

gives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:

Important
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3 1 0 7

5 April
Day Month

0 5 0 4

30 June
Day Month

3 0 0 6

31 December
Day Month

3 1 1 2

† Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scottish) as
appropriate

Signed



Designation† Secretary

Date 20.8.92

Presentor's name address
telephone number and reference (if any):
Robin Ian Hunter
3 Inglewood Close
Sonning Common
Reading RG4 9SY
Tel 0734 722787

For official use
D.E.B.

Post room

HOUSE

24 AUG 1992

14

58

#

PRINT OF RESOLUTION FOR FILING

THE COMPANIES ACT 1985
COMPANY NUMBER: 2732244

SPECIAL RESOLUTION

of SOUTHERN UNIVERSITIES MANAGEMENT SERVICES passed 4 October 1994.
At an annual general meeting of the members of the above-named company, duly convened
and held at ..The University of Reading.....On 4 October.....1994 the
following resolution was duly passed as a special resolution:

RESOLUTION:

THAT the provisions of the memorandum of association of the Company be altered by
deleting the existing clause 3 (but not the sub-clauses thereto) and substituting therefor the
following clause:

The objects for which the Company is established are to promote the
efficiency of the administration of educational charities in direct pursuit of
their objects by (a) advice, training and information about financial
planning, effective management procedures and the best use of available
resources, and (b) any other assistance appropriate to the provision of
financial planning, procedural advice and resource management.

In furtherance of the above objects but not further or otherwise the
Company shall have the following powers:

[The subclauses presently contained in the Memorandum of Association will follow
the altered object.]

Roger Williams
CHAIRMAN

SJW01385-02/08/94



THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

SOUTHERN UNIVERSITIES MANAGEMENT SERVICES

1. The Company's name is "SOUTHERN UNIVERSITIES MANAGEMENT SERVICES".
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are to promote the efficiency of the administration of educational charities in direct pursuit of their objects by (a) advice, training and information about financial planning, effective management procedures and the best use of available resources, and (b) any other assistance appropriate to the provision of financial planning, procedural advice and resource management.

In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-

() Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.

() To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects.

() To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company.

() To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.



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() To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.

() To invest the moneys of the Company not immediately required for the furtherance of its objects 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.

() To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects.

() 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 with a view to the furtherance of its objects.

() Subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company.

() To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.

() To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.

() To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.

() To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate or to co-operate.

() To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

() To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that:-

(a) 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.

(b) 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 or Governing Body 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 or Governing Body 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 or Governing Body 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 shall be applied solely towards the promotion of its objects as set forth in the 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 or Governing Body 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 or Governing Body) for any services rendered to the Company;

(b) of interest on money lent by any member of the Company or of its Management Committee or Governing Body at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Management Committee or Governing Body or 3 per cent whichever is the greater;

(c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Management Committee or Governing Body;

(d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Management Committee or Governing Body may also be a member holding not more than 1/100th part of the capital of that company; and

(e) to any member of its Management Committee or Governing Body of reasonable and proper out-of-pocket expenses.

(f) to any registered charity being a university or university or educational body for the charitable objects of such university or body whether or not such university or body is a member of the Company.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets 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.

7. 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 except to those that are themselves charities but shall be given or transferred to a 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 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 other charitable object.

Clarks
Solicitors

Great Western House Station Road Reading Berkshire RG1 1SX
Telephone 01734 585321
Facsimile 01734 604611 DX 54700 Reading 2

Companies House

DX 33050
CARDIFF

Our Ref
Date

4/75/JGE/UNIVERSITY
15 November 1994

Dear Sirs

SOUTHERN UNIVERSITIES MANAGEMENT SERVICES
COMPANY NUMBER: 2732244

Please find enclosed a print of a special resolution altering the memorandum of association of the above company together with the memorandum as amended.

Kindly acknowledge receipt of the documents sent by stamping and returning the duplicate copy of this letter in the replied paid envelope provided.

Yours faithfully

Clarks

CLARKS

Enclosures



Partners: Christopher Ward, Michael Sippitt, Peter Clark, Thomas Howell, Richard Lee,
David Few, Peter James, Simon Dimmick, David Clark, Jane Gunnell, Antony Morris.
Associates: Jolyon Barton, Derek Ching, David Rintoul, Helen Beech, Lawrence Hammond.
Consultant: Frank Parkinson.
Network Offices in Paris, Strasbourg, Frankfurt, Milan.
Authorised by the Law Society to conduct investment business.