

FILE COPY



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

Company No. 3028676

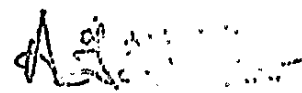
The Registrar of Companies for England and Wales hereby certifies that  
FELIXSTOWE INTERNATIONAL E-WHA LIMITED

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

Given at Companies House, Cardiff, the 3rd March 1995



\*N03028676J\*

  
A. F. FLETCHER

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B

**G**

COMPANIES FORM No. 12

**Statutory Declaration of compliance  
with requirements on application  
for registration of a company****12**Please do not  
write in  
this margin

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

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf)

For official use

For official use

Name of company

\* FELIXSTOWE INTERNATIONAL E-WHA LIMITED

\* insert full  
name of Company1. RICHARD FRANCIS JOCELYN SIMON  
of 92 VICTORIA DRIVE LONDON SW19 6HQ† delete as  
appropriate

do solemnly and sincerely declare that I am a ~~Solicitor~~ engaged in the formation of the company, and  
a person named as director or secretary of the company in the statement delivered to the registrar  
under section 10(2)† and that all the requirements of the above Act in respect of the registration of the  
above company and of matters precedent and incidental to it have been complied with,  
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at 109 OLD ST  
LONDON EC1V 9QR.

Declarant to sign below

the 24<sup>th</sup> day of FEBRUARY  
One thousand nine hundred and NINETEEN FIVE.  
before me D. B. J. S.A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths.

DAVID BRISTON.

R. J. Simon

Presenter's name address and  
reference (if any):BLICK & Co.  
SOLICITORS  
SOPHIA HOUSE  
22-25 FEATHERSTONE ST  
LONDON E1 1ATFor official use  
New Companies Section

27 FEB 1985

Post room

## Notes

The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
100-102 George Street  
Edinburgh  
EH2 3DJ



COMPANIES HOUSE

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

For official use ☐

FELIXSTOWE INTERNATIONAL  
E-WHA LIMITED

Registered office of the company on  
incorporation.

RO

CRANMER HOUSE

MAYBUSH LANE

Post town FELIXSTOWE

County/Region SUFFOLK

Postcode IP11 7LX

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.

☒

Name

RA

BLICK & Co.  
SOLICITORS  
SOPHIA HOUSE  
32-33 TEAHOUSE STREET  
LONDON EC1Y 8QX

Post town

County/Region

Postcode

Number of continuation sheets attached ☐

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

BLICK & Co.  
SOLICITORS  
SOPHIA HOUSE  
32-33 TEAHOUSE STREET  
LONDON EC1Y 8QX

Ref RS

Postcode

Telephone 0171 253 6250

Extension

**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.

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.

Date of birth

Business occupation

Other directorships

\* Voluntary details

Consent signature

Page 2

CS

DONALD CHRISTOPHER  
READ

NONE

NONE

AD

7 MILL LANE

Post town FELIXSTOWE

County/Region SUFFOLK

Postcode IP 11 7RL

Country ENGLAND

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

Signed

Date 24 Feb 95

CD

WILLIAM ROBERT  
CONDLIFFE

NONE

NONE

AD

2 CRESCENT ROAD

Post town KINGSTON - ON - THAMES

County/Region SURREY

Postcode KT 2 7QR

Country ENGLAND

DO 9 1 10 216

Nationality NA BRITISH

OC CONSULTANT

OD BUZZMIN PROJECTS LTD

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

Signed

Date 24 Feb 95

**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

RICHARD FRANCIS JOCELYN

SIMON

NONE

NONE

AD

92 VICTORIA DRIVE

Post town LONDON

County/Region

Postcode SW 19 6HQ

Country ENGLAND

DD 01611047

Nationality NA BRITISH

OC

SOLICITOR

OD

SEE ATTACHED LIST

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

Signed

RFA Simon

Date 24 Feb 95

Delete if the form  
is signed by the  
subscriber.

Blick & Co

Signature of agent on behalf of all subscribers

Date 24 Feb 95

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

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

## Notes

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

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

Give previous forenames or surname except that:

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

In the case of a peer, or an individual usually known by a British title, you may state the title instead of or in addition to the forenames and surname and you need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

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

- 2 Directors known by another description:

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

- 3 Directors details:

Show for each individual director their date of birth, business occupation and nationality.

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

- 4 Other directorships:

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

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

If there is insufficient space on the form for other directorships you may use a separate sheet or paper.

- 5 Use photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's name.

- 6 The address for companies registered in England and Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
100-102 George Street  
Edinburgh  
EH2 3DJ

R. F. J. SIMON

DIRECTORSHIPS: February 1995

Current Directorship

Felixstowe International E-Wha Limited

Past Directorships

Date of Resignation

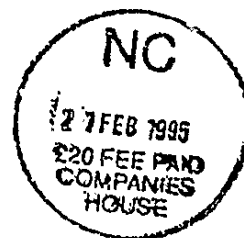
Partsmaster International Ltd (alternate)	28 March 1990
N.F.U. Mutual Insurance Agency Ltd	25 June 1992
NCH (UK) Ltd (alternate)	31 March 1993
CPS Industries Ltd (alternate)	31 March 1993
Cranclaw Nominees	31 March 1993
Lawgram Secretaries Ltd	31 March 1993
Lawgram Trustee and Nominee Company	31 March 1993
LGML Trustee and Nominee Company	31 March 1993
Lawrence Graham Trust Corporation	31 March 1993
Stratamarts Ltd	13 July 1993



THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989



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COMPANY LIMITED BY SHARES

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3028676

MEMORANDUM OF ASSOCIATION

OF

FELIXSTOWE INTERNATIONAL E-WHA LIMITED

1. The name of the Company is Felixstowe International E-Wha Limited.
2. The registered office of the Company is to be situated in England and Wales.
3. The objects of the Company are:

(1) to establish, carry on, manage and maintain such one or more private schools or other educational establishments as the Company shall think fit, and to charge such fees and make such financial arrangements in respect of the company's schools and establishments, the provision of accommodation thereat, and the provision of scholarships, bursaries and other awards for existing and past pupils at the Company's schools and establishments or elsewhere, as the Company may consider appropriate; and to create and administer such endowment funds for the maintenance of the Company's schools and establishments, the provision of finance for the advancement of the education of pupils and past pupils, or other purposes, as the Company may consider appropriate, and generally to do all such acts and things as may be necessary or expedient for the purposes of or in connection with the Company's schools and establishments, or to facilitate education at the Company's schools and establishments or elsewhere;

620667

(2) to carry on any other trade or business which in the opinion of the Company's directors may be conveniently or advantageously carried on in connection with or ancillary to any business or activity of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or to further any of its objects;

(3) to purchase, take options over, take on lease or in exchange, hire or by any other means acquire any real or personal property whatever and any interest therein and any rights or privileges of any kind over or in respect of any such property;

(4) to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licenses, concessions, secret processes, trade marks, designs, design rights, know-how or other intellectual property, and to disclaim, alter, modify, use and turn to account and to manufacture under and or grant licenses or privileges in respect of the same, and to experiment upon, test and improve any patents, inventions or rights which the Company may acquire or propose to acquire.

(5) to acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm or company and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for sharing profits, or for collaboration or co-operation, or for mutual assistance with any person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, as consideration for any of the acts or things aforesaid, or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with, any shares, debentures, debenture stock or securities so received;

(6) to build, construct, maintain, repair, alter, enlarge, demolish, remove or replace any buildings, works, plant and machinery as may be necessary or convenient for the purpose of or in connection with the business of the Company;

(7) to improve, manage, sell, exchange, hire out, let on lease or otherwise, mortgage, charge, dispose of, turn to account, grant licenses,

options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;

(8) to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be thought fit and to hold or otherwise deal with any investments, securities or property acquired;

(9) to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) and to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as may be thought fit, and to secure or guarantee in any manner and upon any terms the payment of any money or the performance of any obligation by any person, firm or company, (including without prejudice to the generality of the foregoing any such holding company, subsidiary or fellow subsidiary or associated company as aforesaid);

(10) to borrow and raise money in such manner as may be thought fit, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets, whether present or future, including its uncalled capital, and also by any such mortgage, charge, standard security, lien or other security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding upon it;

(11) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, cheques, bills of lading, warrants, debentures and other negotiable or transferable instruments;

(12) to apply for, promote and obtain any Act of Parliament, order or licence from any government department or other authority for enabling the Company to carry on any business or other activity, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient in the Company's interests, and to oppose any proceedings or applications which may be considered directly or indirectly to prejudice the Company's interests;

- (13) to enter into any arrangements with any government or authority, supreme, national, supra-national, municipal, local or otherwise, and to obtain from any such government or authority any charters, decrees, rights, privileges, or concessions which may be thought desirable, and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions;
- (14) to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, supreme, national, supra-national, municipal, local or otherwise, in any part of the world;
- (15) to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial, and other services and facilities of all kinds for any such company or companies, and to make payments by way of subvention or otherwise, and any other arrangements which may seem desirable with respect to any business or operations of, or generally with respect to any such company or companies;
- (16) to promote any other company for the purpose of acquiring the whole or part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may be thought expedient in the interests of the Company, or likely to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid;
- (17) to sell, let, license, develop, give, transfer or otherwise dispose of the whole or any part of the undertaking, property or assets of the Company, whether at a profit or not and whether at full market value or not (including in whole or in part by way of gift), or otherwise as may be thought fit, with power to accept shares, debentures or securities of or interests in, any other company;
- (18) to act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts;

(19) to appoint and employ persons on such terms and at such remuneration and upon such conditions as may from time to time be determined, and to remunerate any person, firm or company rendering services to the Company either in cash or by the allotment of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient;

(20) to grant or award pensions, annuities, gratuities and superannuation or other allowances or benefits to directors and employees or former directors or employees of the Company or any company which is or has been a subsidiary or holding company of the Company or a fellow subsidiary of the Company or any predecessor in business of the Company, and to the wives, widows, children and other relatives and dependants of such persons, and generally to provide benefits, facilities and services for all or any of such persons, and to establish, support, maintain, pay or subscribe to funds or schemes, whether established by the Company or not, for the provision of pension and retirement benefits to or for all or any of such persons, and profit sharing or share purchase schemes for the benefit of any of the directors or employees of the Company or of any such subsidiary, holding or fellow subsidiary or predecessor in business, and to lend money to any such persons or to trustees on their behalf in order to establish, support or maintain any such schemes;

(21) to insure and arrange insurance cover for and to indemnify its officers, employees, voluntary workers and members from and against all such risks incurred in the course of the performance of their duties as may be thought fit and to purchase and maintain for its officers such insurance as may be so purchased and maintained under Section 310 of the Act;

(22) to support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company or its members or directors or employees, or which may be connected with any town or place where the Company carries on business or with which the Company has any connection or association;

(23) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of shares or other securities of the Company;

(24) to give financial assistance directly or indirectly for the purpose of an acquisition of shares in the Company or the Company's holding company or for the purpose of reducing or discharging a liability incurred by any person for the purpose of an acquisition of shares in the Company or the Company's holding company, subject always to due compliance and in accordance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and in so far as such provisions shall be applicable);

(25) to distribute among the members *in specie* any property of the Company of whatever nature;

(26) to procure the Company to be registered or recognised in any part of the world;

(27) to do all or any of the above things or matters in any part of the world whether as principal, agent, contractor or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others:

AND it is hereby declared that:

(a) none of the objects set forth in any of the foregoing sub-clauses shall be restrictively construed but the widest interpretation shall be given to each such object, and none of the said objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause, or by reference to or inference from the name of the Company;

(b) None of the foregoing sub-clauses and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each of the foregoing sub-clauses as though each such sub-clause contained the objects of a separate company;

(c) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any individual, partnership, corporation, association, institution, trust, society, government, local authority, statutory body or departments of any government, local authority, health authority or other statutory body, or other body of persons whether domiciled



in the United Kingdom or elsewhere and whether having independent and separate juridical status or not:

(d) words denoting the singular number only shall include the plural number and vice versa, and words denoting the masculine shall include the feminine and neuter and vice versa;

(e) the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.
5. The Company's share capital is £10,000 divided into £10,000 shares of £1 each.

I, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

NAME AND ADDRESS OF SUBSCRIBER	Number of Shares taken by Subscriber
 R. F. J. Simon 92 Victoria Drive London SW19 6HQ	
Total shares taken	One

Dated 24<sup>th</sup> February 1995

Witness to the above Signature:-



32, SPRINGVALE  
WIGMORE  
GILLINGHAM  
KENT ME6 0JG  
SECRETARY



THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

OF

FELIXSTOWE INTERNATIONAL E-WHA LIMITED

PRELIMINARY

1. Subject as hereinafter provided and except where the same are varied by or inconsistent with these Articles, the Regulations contained in Table A in the Companies (Table A to F) Regulations 1985 as in force at the date of the incorporation of the Company (hereinafter called "Table A") shall apply to the Company.
2. Regulations 24, 41, 94, 95 and 118 of Table A shall not apply to the Company, but the Article, hereinafter contained and the remaining Regulations of Table A, subject to the modifications hereinafter expressed shall constitute the regulations of the Company.
3. Any branch or kind of business, which the Company is either expressly or by implication authorised to undertake may be undertaken at such time or times as the directors think fit, and may be suffered to be in abeyance, whether already commenced or not, so long as the directors deem it expedient not to commence or proceed with such branch or kind of business.

4. The Company is a private company and accordingly is prohibited from making:

(a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and

(b) any allotment of or agreement to allot any shares in or debentures of the Company (whether for cash or otherwise) with a view to all or any of those shares or debentures being offered for sale to the public.

5. (a) Subject to authorization in accordance with the provisions of Section 80 of the Act the directors may allot or otherwise dispose of the shares of the Company whether forming part of the original or any increased capital to such persons and for such consideration and upon such terms and conditions as they may determine, but so that no shares shall be issued at a discount.

(b) For the purpose of Section 80 of the Act:

(i) the directors shall, unless and until such authority shall have been previously revoked or varied by the Company in general meeting, for a period of five years from the date of the incorporation of the Company have a general and unconditional authority to allot any unissued shares of the Company forming part of its original capital;

(ii) before the expiry of the authority given in sub-paragraph (i) above the Company by its directors or otherwise may make any offer or agreement which would or might require unissued shares of the Company to be allotted after such expiry and the directors may notwithstanding such expiry allot unissued shares of the Company pursuant to such offer or agreement.

(c) Section 89(1) of the Act shall be excluded in respect of any allotment of shares whether by the directors or otherwise.

6. The lien conferred by Regulation 8 of Table A shall attach to fully paid up shares, and to all shares registered in the name of any person indebted or under any liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

## TRANSFER OF SHARES

7. Regulation 23 of Table A shall be modified by the addition at the end of that Regulation of the words, "The Transferor shall be deemed to remain the holder of a share until the name of the Transferee is entered in the register of members in respect thereof".

8. A share may be transferred by a member or other person entitled to transfer the same to any other member.

9. (a) Except where the transfer is made pursuant to Article 8 no share or beneficial ownership of a share shall be transferred unless and until the rights of pre-emption under this Article shall have been exhausted.

(b) Any member or other person entitled to transfer a share who proposes to transfer a share or beneficial ownership of a share ("the Proposing Transferor") shall give notice in writing to the Company of such proposal ("a Transfer Notice"). A Transfer Notice once given shall not be withdrawn and shall constitute the Company as agent for the Proposing Transferor for the sale of the shares comprised therein at the fair value thereof determined in accordance with the provisions of this Article.

(c) On receipt of a Transfer Notice the directors shall forthwith instruct the auditors for the time being of the Company to certify in writing the sum which, in their opinion, is the fair value of the shares comprised in the Transfer Notice on the following assumptions and bases as at the date when their certificate is given:

- (i) on the basis of an arm's length transaction between a willing seller and a willing buyer;
- (ii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (iii) on the assumption that the shares comprised in the Transfer Notice are capable of being transferred without restriction;
- (iv) valuing the shares comprised in the Transfer Notice as a rateable proportion of the total value of all the issued shares of the Company which value shall not be discounted or enhanced by reference to the number of shares comprised in the Transfer Notice;

and if any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the auditors in such manner as they shall in their absolute discretion think fit. In so certifying the auditors shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply. The directors shall endeavour to procure that the auditors certify the fair value within 14 days after they are instructed and shall provide the auditors with such information as they may require for the purpose. The auditors' costs shall be borne by the Proposing Transferor unless none of the shares comprised in the Transfer Notice are sold in which event the auditors' costs shall be borne by the Company.

(d) On receipt of the auditors' certificate the Company shall send a copy to the Proposing Transferor and the Proposing Transferor shall have the right within 7 days after receiving the same to rescind the Transfer Notice but otherwise the Transfer Notice shall become irrevocable. If the Transfer Notice is not rescinded the Company shall by written notice ("the Offer Notice") inform each member other than the Proposing Transferor of the number and fair value of the shares comprised in the Transfer Notice and invite each such member to reply in writing to the Company within 21 days of the date of the Offer Notice stating the maximum number of the shares which the member is willing to purchase at the fair value.

(e) Following expiry of the said period of 21 days the directors shall allocate the shares comprised in the Transfer Notice (or so many of them as the members applied for in their replies to the Offer Notice) to or amongst the applicant members in proportion (as nearly as may be) to the number of shares of which they are registered or unconditionally entitled to be registered as holders provided that no member shall be obliged to take more than the maximum number of shares specified in his reply to the Offer Notice.

(f) The Company shall forthwith give notice of such allocations ("the Allocation Notice") to the Proposing Transferor and to the members who replied to the Offer Notice, and the Allocation Notice shall specify the place and time (being not less than 14 nor more than 28 days after the date of the Allocation Notice) at which the sale of the shares allocated in the Allocation Notice shall be completed. The Proposing Transferor shall be bound, upon payment of the purchase price due in respect thereof, to transfer the shares allocated in the Allocation Notice to the members to whom they have been allocated, in the proportions and at the place and time therein specified.

(g) If in any case the Proposing Transferor, after having become bound as aforesaid, makes default in transferring any shares, the Company may authorise some person to execute an instrument of transfer of the said shares on behalf of and as

attorney for the Proposing Transferor and may receive the purchase price on his behalf. The receipt of the Company for the purchase price shall be a good discharge to the purchaser, and the Company shall hold the money upon trust for the Proposing Transferor. The Proposing Transferor shall in such case be bound to deliver up his certificate for the relevant shares, and on delivery shall be entitled to receive the purchase price, without interest. After the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(h) If the Company shall not, within 28 days after issuing an Offer Notice, issue an Allocation Notice in respect of all the shares comprised in the relevant Transfer Notice, the Proposing Transferor shall during the period of three months after expiry of the said period of 28 days be at liberty, subject nevertheless to paragraph (i) of this Article, to sell and transfer any unallocated shares to any person and at any price not being less than the fair value.

- (i) The directors may refuse to register the transfer of a share:
- (i) if the Company has a lien on the share, or
  - (ii) if the proposed transferee is indebted or under any liability to the Company, or
  - (iii) if in the case of a proposed transferee who is not already a member of the Company it is not proved to the satisfaction of the directors that the proposed transferee is a responsible person or that it is desirable to admit the proposed transferee to membership; and the directors shall not be bound or required to state their reasons for any refusal based on this sub paragraph (iii).

(j) The provisions of this Article may be waived or varied with the written consent of all the members.

#### GENERAL MEETINGS

10. If a quorum in accordance with Regulation 40 of Table A is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting if convened upon the requisition of members shall be dissolved; in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the directors may determine; and if at the adjourned meeting a quorum is not present within half an hour

from the time appointed for the adjourned meeting, or if during the adjourned meeting such quorum ceases to be present, the meeting shall be dissolved.

#### DIRECTORS

11. Any director may be appointed for such fixed period as may be specified in the resolution appointing him and if appointed for a fixed period shall vacate office at the expiry of that period.

12. A director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of shares in the capital of the Company.

13. A person may be appointed or reappointed a director notwithstanding that he has attained the age of 70 years and no director shall be liable to vacate office by reason of his having attained that or any other age.

#### ALTERNATE DIRECTORS

14. Regulation 65 of Table A shall be modified by substituting for the words "resolution of the" the words "the other".

#### PROCEEDINGS OF THE DIRECTORS

15. Without prejudice to the requirement for notice, a meeting of the directors or of a committee of the directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic or other audible communication) to speak to each of the others, and simultaneously to be heard by each of the others; and the word "meeting" in these Articles shall be construed accordingly. A director who is so able to speak to and be heard by each of the others may be counted in the quorum present at such meeting and shall be deemed to be present at the meeting for such purpose and for the purpose of Regulation 100(b) of Table A. The minutes of the meeting shall record the manner of communication with such director or between such directors.

16. In Regulation 93 of Table A the expression "writing" shall be deemed to include telex, telegram, facsimile, cable and other methods of reproducing or communicating writing in visible form which are capable of signature.

17. A director may vote in respect of any matter in which he or any connected person or (in the case of an alternate director) his appointor has an interest, or in which he or (in the case of an alternate director) his appointor has a duty which conflicts or may conflict with the interests of the Company and he may be counted in the quorum present at any meeting at which such matter shall come before the directors or a committee of directors for consideration.

#### GOVERNORS

18. The directors may appoint a Board of Governors of any school or other educational establishment of the Company, to advise and make recommendations to the directors in respect of the school or establishment. The Board of Governors shall consist of at least one director together with such other persons as the directors may from time to time appoint to be Governors, upon such terms as the directors shall think fit. A person shall cease to be a Governor if the directors resolve that his appointment be terminated. The directors may make regulations governing the proceedings of the Board of Governors and may from time to time vary, amend or revoke such regulations.

19. The Governors shall be entitled to reimbursement of reasonable and proper expenses incurred by them in connection with their attendance at meetings of the Board of Governors or otherwise in connection with their activities as Governors, but shall not in the capacity of Governors be entitled to any remuneration.

#### PATRONS

20. The directors may from time to time confer the title of Patron upon any person whose association with or support for the Company or any of its schools or other educational establishments is considered by the directors to merit special recognition.

#### DIVIDENDS

21. The Company may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

#### INDEMNITY

22. Subject to the provisions of the Act but without prejudice to any indemnity to which he may otherwise be entitled every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses, costs,

charges, expenses and liabilities which he may sustain or incur in or about the execution of his office or the discharge or purported discharge of his duties, or otherwise in relation thereto, and whether such duties are owed to the Company or to any other person, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under Section 144(3) or (4) or Section 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of his office or the discharge or purported discharge of his duties or otherwise in relation thereto.



NAME AND ADDRESS OF SUBSCRIBER

*R. F. J. Simon*

R. F. J. Simon  
92 Victoria Drive  
London SW19 6HQ

Dated *24<sup>th</sup> February* 1995

Witness to the above Signature:-

*E. Sullivan*

32 SPRINGVALE  
WIGMORE  
GILLINGHAM  
KENT ME8 0JG  
SECRETARY