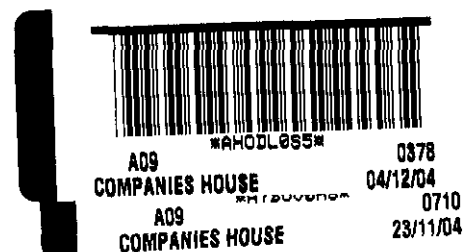


**MEMORANDUM OF ASSOCIATION OF  
VINEYARD CHRISTIAN FELLOWSHIP OF EXETER**

1. The name of the Association (hereinafter called "the Company") is Vineyard Christian Fellowship of Exeter.
2. The registered office of the company will be situated in England.
3. The Company is established for:
  - I. the furtherance of religious or secular public education:
  - II. the advancement of the Christian faith including missionary activities in the United Kingdom and overseas and also including but not limited to the planting of new churches and organisations of congregations:
  - III. the relief of the poor and needy:
  - IV. the relief of the sick and elderly:
  - V. such other charitable objects and for the benefit of such other charitable bodies and institutions as the Committee shall in their absolute discretion see fit:

In furtherance of the said objects, but not further or otherwise, the Company shall have power:

- (a) to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes:
- (b) to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others:
- (c) to foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research:
- (d) to co-operate and enter into arrangements with any authorities, national, local or otherwise:
- (e) to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate:



- (f) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise:
- (g) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts:
- (h) to borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company:
- (i) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company:
- (j) to invest the moneys of the Company not immediately required for 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 and subject also as hereinafter provided:
- (k) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company:
- (l) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company:
- (m) subject to clause 4, to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company; and in particular to appoint a Pastor whose duties will be to deal with all ecclesiastical matters relating to the Company, matters concerning its policy working and government and matters of doctrine and interpretation, matters concerning spiritual ordinances of the Company, direction of the ministry of the Company, decisions concerning the initiation and termination of specific activities of the ministry of the Company and any other matters reasonably connected with spiritual guidance and leadership which shall be the sole prerogative and responsibility of the Pastor:
- (n) to insure and arrange insurance cover for and to indemnify its officer, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit:
- (o) subject to the provisions of clause 4 hereof to pay reasonable annual sums of premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependents:

- (p) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association:
- (q) to provide indemnity insurance to cover the liability of the members of the committee (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the committee (or any of them) know to be a breach of trust or breach of duty or which was committed by the members of the committee (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.
- (r) 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;
- (s) to establish where necessary local branches (whether autonomous or not):
- (t) to do all such other lawful things as shall further the above object or any of them:

Provided that:

- (i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts:
- (ii) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers:
- (iii) in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Management Committee of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their acts, receipts, neglects and defaults, and for the due administrations of such property in the same manner and to the same extent as they would as such Management Committee have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court or the Charity Commissioners over

such Management Committee but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of the dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Management Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration of other benefit in money or money's worth from the Company without prior written consent of the Charity Commissioners.

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, provided that Robert McKenzie for so long as he shall be Senior Pastor may serve on the Management Committee and be paid for services rendered to the Company in his capacity as Senior Pastor, on condition that the aforementioned pastor shall:
  - (i) be absent from all meetings of the members or committee of management at which his appointment and remuneration are discussed during the relevant discussions, and
  - (ii) not vote on any resolution relating to his appointment or remuneration.
- (b) of interest on money lent by any member of the Company or its Management Committee at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by that Management Committee or 3 per cent whichever is the greater:
- (c) of reasonable and proper rent for premises demised or let by any member or the Company or its Management Committee:
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Management Committee may be a member holding not more than  $1/100^{\text{th}}$  part of the capital of that company: and
- (e) to any member of its Management Committee of reasonable out-of-pocket expenses:

- (f) of the usual professional charges for business done by any member of the Management Committee who is a solicitor, accountant, or other person engaged in a profession, or by any partner of his or hers, or by any firm of which he or she is a partner, when instructed by the Company to act in a professional capacity on its behalf: provided that at no time shall a majority of the members of the Management Committee benefit under this provision and that a member of the Management Committee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner or firm is under discussion.
  - (g) the payment of any premiums in respect of any indemnity insurance to cover the liabilities of the members of the committee (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the committee (or any of them) knew to be a breach of trust or breach of duty or which was committed by the members of the committee (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company 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 contributors among themselves, such amount as may be required not exceeding one pound.
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, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as 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 in so far as effect cannot be given to such provision, then to some other charitable object.

I certify that this is an accurate copy of the Memorandum of Association of Vineyard Christian Fellowship of Exeter.

Signed..... A. J. K. K. K. ..... Date 22<sup>nd</sup> November 2004  
Company Secretary