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We hereby certify this  
to be a true and complete  
copy of the original

*Field Fisher Waterhouse*

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35 Vine Street  
London EC3N 2AA

**THE COMPANIES ACTS 1985 AND 1989**

**A COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION OF**

**THE GERALD COKE HANDEL FOUNDATION**

Incorporated the 21st day of May 1996



**THE COMPANIES ACTS 1985 AND 1989**

**A COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**THE GERALD COKE HANDEL FOUNDATION**

1. The Company's name is "The Gerald Coke Handel Foundation".
2. The Company's registered office is to be situated in England.
3. The Company's objects are to advance public education by providing research facilities for academics, musicologists, musicians, students, writers, researchers and all other interested persons concerning and in relation to the life and work of George Frideric Handel, and his associates and contemporaries; also in relation to the musical environment of his time, to the printing and publishing of music in London and elsewhere in the 18th century; and all other related subjects of study;

to the extent that each of the above objects are charitable.

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

- (a) to act as custodians and conservators of the Gerald Coke Library and Collection (including material acquired subsequent to the death of Mr Gerald Coke);
- (b) to assist in the management, maintenance, conservation and development of the Gerald Coke Library and Collection including making donations in cash and kind and by providing other support;
- (c) to establish and enlarge a collection supplementary to the Gerald Coke Library and Collection and to accept donations in cash and kind for that purpose;

- (d) to assist the Handel Institute in its work;
- (e) to procure commission print record publish issue and distribute whether in conjunction with any other persons or companies or otherwise and whether gratuitously or otherwise books, music, pamphlets, leaflets, newspapers, advertisements, films, broadcasts, gramophone, tape or compact disc recordings or other forms of publication or recording desirable for the promotion of the Company's objects;
- (f) to arrange for the loan (permanent or temporary), subject to obtaining all necessary consents, of items owned or held by the Company, to suitable institutions, and to negotiate the terms for such loans;
- (g) 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;
- (h) to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects;
- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) 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;

- (n) 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;
- (o) 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;
- (p) 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;
- (q) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company;
- (r) to do all such other lawful things as are necessary, incidental or conducive for the attainment of the above objects or any of them;

Provided that:

- (i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (ii) The objects of the Company shall not extend to the
  - (1) regulation of relations between workers and employers or organisations of workers and organisations of employers;
  - (2) support of political campaigns; and
  - (3) enforcement of law

(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 Council of Management or other 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 Council of Management or other 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 Council of Management or other 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 this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, and no Member of its Council of Management or other 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 Council of Management or other Governing Body) for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or of its Council of Management or other 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 Council of Management or other Governing Body;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Council of Management or other Governing Body;
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a Member of the Council of Management or other Governing Body may also be a member holding not more than 1/100th part of the capital of that Company;

- (e) to any Member of its Council of Management or other Governing Body of reasonable out-of-pocket expenses;
- (f) of the usual professional charges for business done by any Member of its Council of Management or other governing body who is a solicitor, accountant, academic or other person engaged in a profession, or by any partner of his or hers, 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 Council of Management or other governing body benefit under this provision and that a Member of the Council of Management or other governing body shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion; and
- (g) to provide indemnity insurance to cover the liability of the Members of the Council or other officers of the Company (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 duty or breach of trust 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 such officers (or any of them) knew to be a breach of trust or breach of duty or which was committed by such officers (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against such officers (or any of them) in their capacity as directors or secretary 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 one pound) 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, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 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.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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Mr William Peter Ward Barnes  
21 Rona Road  
London  
NW3 2HY

Professor (Dr) Donald James Burrows  
126 High Street  
Cranfield  
Bedford  
Beds MK43 0DG

Mr Raymond Thurston Clarke  
Thurston  
Brigsteer  
Kendal  
Cumbria LA8 8AJ

Mr Hugh Michael Thomas Cobbe  
Fox House  
North End  
Newbury  
Berks RG20 0AY

Mr Anthony Charles Hicks  
23 Stanley Court  
1 Woodfield Road  
London W5 1SL

Mrs Carolyn Anne Steen  
135 Kennington Road  
London  
SE11 6SF

Professor Brian Lewis Trowell  
5 Tree Lane  
Iffley Village  
Oxford  
OX4 4EY

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Dated: 18 April 1996

Witness to the above Signatures:

John Goldie Orr

THE COMPANIES ACTS 1985 AND 1989

A COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE GERALD COKE HANDEL FOUNDATION

(as amended by Special Resolution dated 6 December 2000)

INTERPRETATION

1. In these Articles:-

"the Act" means the Companies Act, 1985 (as amended by the Companies Act 1989).

"the Acts" means the Companies Acts 1985 and 1989.

"the Council" means the Council of Management of the Company.

"Nominated Member" means a Member of the Council who is appointed pursuant to paragraphs (i) and (ii) of Article 30.

"Independent Council Member" means a Member of the Council appointed pursuant to paragraph (iii) of Article 30.

"Co-opted Council Member" means a Member of the Council co-opted pursuant to paragraph (iv) of Article 30.

"the seal" means the common seal of 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 Acts or any statutory modification thereof in force at the date on 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 number of members with which the Company may be registered is unlimited.
4. The Members of the Company's Council of Management shall be the only members of the Company. Every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.
5. A member of the Company shall cease to be one on the day upon which he ceases to be a Member of the Council unless he is reappointed as a Member of the Council on the same day.

### **GENERAL MEETINGS**

6. 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; and 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 Council shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
7. The Council 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. If at any time there are not within the United Kingdom sufficient Members of the

Council capable of acting to form a quorum, any Member of the Council may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Council as a whole.

### NOTICE OF GENERAL MEETINGS

8. 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 by all the members entitled to attend and vote thereat.

9. 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

10. 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 Council and auditors, the election of Members of the Council in the place of those retiring and the appointment of, and the fixing of the remuneration, of the auditors.
11. No business shall be transacted at any General Meeting unless a quorum of members of the Company is present at the time when the meeting proceeds to business; save as herein otherwise provided, three members present in person or by proxy 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 Council may determine.

12. The Chairman of the Council shall act as chairman of meetings of the members 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 may choose one of their number to be chairman of the meeting.
13. 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 notice of an adjournment or of the business to be transacted at an adjourned meeting.
14. 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 of the Company present in person or by proxy; or
  - (c) by any member or members of the Company 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.

15. Except as provided in Article 17, 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.
16. 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 second or casting vote.

17. 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.
18. Subject to the provisions of the Acts 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 shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such members.

### VOTES OF MEMBERS

19. Every member of the Company shall have one vote on any resolution or matter put to a General Meeting.
20. A member of the Company of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his sub-committee, receiver, curator bonis or other person in the nature of a committee, receiver, or curator bonis appointed by that court, and any such sub-committee, receiver, curator bonis or other person may, on a poll, vote by proxy.
21. No member of the Company shall be entitled to vote at any General Meeting unless all moneys presently payable by him to the Company have been paid.
22. On a poll votes may be given either personally or by proxy.
23. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. A proxy need not be a member of the Company but subject to Article 20 must in the case of a proxy for a Nominated Member be approved by the body having the right to appoint the member concerned and in the case of the Independent Members shall be approved by the Council provided that an Independent Member can always appoint another Independent Member as his proxy.
24. 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.

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

" Gerald Coke Handel Foundation.

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 20 , and at any adjournment thereof.

Signed this day of 20 ."

26. Where it is desired to afford members of the Company 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:-

" Gerald Coke Handel Foundation.

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 20 , and at any adjournment thereof.

Signed this day of 20 ."

This form is to be used \*in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

\*Strike out whichever is not desired."

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

### COUNCIL OF MANAGEMENT

29. The maximum number of the Members of the Council shall be determined by the Company in General Meeting, but unless and until so fixed there shall be no maximum number. The minimum number of Members of the Council shall be three.
30. The Council members in office at the date of adoption of these Articles shall cease to hold office at the end of the Council Meeting immediately following the adoption of these Articles and thereafter the Council will consist of :
  - (i) two persons nominated by the Trustees for the time being of the Handel Institute, established by deed dated 18 March 1987 and registered under charity number 296615. The details of the first such persons shall be confirmed at the Council Meeting immediately following the adoption of these Articles;
  - (ii) one person nominated by The Foundling Museum a company limited by guarantee registered with charity number 1071167 and company number 3621861 until such time as the Gerald Coke Handel Collection is finally allocated by the Secretary of State but thereafter the right of nomination of one Council Member hereunder shall vest in the body to whom the Collection is allocated. The details of the first such person shall be confirmed at the Council Meeting immediately following the adoption of these Articles;
  - (iii) five persons appointed by majority resolution of the Council. The first such persons to take office shall be appointed at the Council Meeting immediately following the adoption of these Articles; and
  - (iv) not more than three other persons co-opted by the Council.
31. Each of the nominating bodies referred to in paragraphs (i) and (ii) of Article 30 shall have the right from time to time by written notice delivered to the Company's registered office to remove any Council Members nominated by it and/or to appoint a new Council Member to fill a vacancy whether resulting from such removal or otherwise . Nominated Council Members will not be subject to retirement by rotation.

32. Each Independent Council Member will hold office until the end of the third Annual General Meeting following his appointment whereupon he will retire automatically but will be eligible for reappointment provided that any Independent Council Member appointed to fill a vacancy arising from the retirement or removal of a Independent Council Member during their term of office will hold office for the predecessor's unexpired term. At the date of adoption of these Articles the Independent Council Members taking office shall be deemed to have been appointed at the Council meeting held immediately following the Annual General Meetings stated in the Minutes of the Council Meeting immediately following the adoption of these Articles.
33. Co-opted Council Members shall hold office for such period and on such terms as the Council may decide provided that they will be eligible for reappointment.
34. The Members of the Council and the members of Committees and advisory committees of the Council shall be entitled to reimbursement of all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Council or any Committee of the Council or General Meetings of the Company or in connection with the business of the Company.

#### **BORROWING POWERS**

35. The Council 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.

#### **POWERS AND DUTIES OF THE COUNCIL**

36. The business of the Company shall be managed by the Council, 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 Acts or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Acts 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 Council which would have been valid if that regulation had not been made.
37. 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 Council shall from time to time by resolution determine.

38. The Council shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Council;
  - (b) of the names of the Members of the Council present at each meeting of the Council and of any Committee of the Council;
  - (c) of all resolutions and proceedings at all meetings of the Company, and of the Council, and of any Committee of the Council;
39. A Member of the Council shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

#### DISQUALIFICATION OF MEMBERS OF THE COUNCIL

40. The office of Member of the Council (and of any Committee of the Council) shall be vacated if the member:-
- (a) has been convicted of any offence involving dishonesty or deception which is not a spent conviction for the purposes of the Rehabilitation of Offenders Act 1974;
  - (b) has been adjudged bankrupt or sequestration of his estate has been awarded and (in either case) he has not been discharged;
  - (c) has made a composition or arrangement with, or granted a trust deed for, his creditors and has not been discharged in respect of it;
  - (d) has been removed from the office of charity trustee or trustee for a charity by an order made:-
    - (i) by the Commissioners under Section 18(2)(i) of the Charities Act 1993, or
    - (ii) by the Commissioners under section 20(1A) (i) of the Charities Act 1960 (power to act for protection of charities) or under section 20(1)(i) of that Act (as in force before the commencement of Section 8 of the Charities Act 1992), or
    - (iii) by the High Court
  - (e) has been removed, under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of Court of Session to deal with

management of charities), from being concerned in the management or control of any body;

- (f) is subject to a disqualification order under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order);
- (g) resigns his office by notice in writing to the Company or is removed or replaced by his nominating body in accordance with Article 31;
- (h) in so far as may be permitted by Clause 4 of the Memorandum of Association of the Company is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest as required by Section 317 of the Act; or
- (i) is requested to resign by a resolution of the Council passed by a three fourths majority of the Members present at a Meeting of which at least fourteen days notice in writing indicating the intention to propose such resolution shall have been given.

#### PROCEEDINGS OF THE COUNCIL

- 41. The Council 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. A Member of the Council may, and the secretary on the requisition of a Member of the Council shall, at any time summon a meeting of the Council. It shall not be necessary to give notice of a meeting of the Council to any Member of the Council for the time being absent from the United Kingdom.
- 42. The quorum necessary for the transaction of the business of the Council shall be three.
- 43. The continuing Members of the Council 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 Council, the continuing Member or Members of the Council may act to increase the number of Council Members to fulfil the quorum requirements.
- 44. The Council shall elect one of the Independent Council Members to act as chairman of their meetings 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 Council present may choose one of their number to be chairman of the meeting.

## GENERAL PROVISIONS REGARDING COMMITTEES

45. The Council may delegate any of their powers to Committees consisting of three or more individuals appointed by them (but at least two thirds of the members of every such Committee must be Council Members); 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 Council and shall report all acts and proceedings to the Council as soon as is reasonably practicable.
46. 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 provided that the chairman of each Committee must be a Council Member.
47. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting 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.
48. All acts done by any meeting of the Council or of a Committee of the Council, or by any person acting as a Member of the Council shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Member of the Council.
49. In addition to its power to establish Committees including Members of the Council the Council may establish advisory Committees comprising less than two thirds Council Members. The Council may not delegate any of its powers to any such advisory Committee which shall act merely in an advisory capacity.

## RESOLUTIONS IN WRITING

50. A resolution in writing, signed by all the Members of the Council for the time being entitled to receive notice of a meeting of the Council, shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such Members.

## SECRETARY

51. Subject to the provisions of the Acts the secretary shall be appointed by the Council for such term, at such remuneration if any and upon such conditions as they may think fit;

and any secretary so appointed may be removed by it. Provided always that no Member of the Council may occupy the remunerated position of secretary.

52. A provision of the Acts or these Articles requiring or authorising a thing to be done by or to a Member of the Council and the secretary shall not be satisfied by its being done by or to the same person acting both as a Member of the Council and as, or in place of, the secretary.

#### OFFICERS

53. The Council shall have power to appoint a Member of the Council as a Treasurer and such other Honorary Officers as the Council shall decide who shall hold office for such period as Council may decide provided that any such Treasurer or other Honorary Officer will cease to hold such office upon ceasing to be a member of Council unless he is immediately reappointed a member of Council.

#### THE SEAL

54. The Council shall provide for the safe custody of the seal, which shall be used only by the authority of the Council or of a Committee of the Council authorised by the Council in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Member of the Council and shall be countersigned by the secretary or by a second Member of the Council or by some other person appointed by the Council for that purpose.

#### ACCOUNTS

55. The Council shall cause accounting records to be kept in accordance with the provisions of the Acts. The accounting records shall be kept at the registered office of the Company or, subject to Sections 222(1) and 222(2) of the Act at such other place or places as the Council thinks fit, and shall always be open to the inspection of the officers of the Company.
56. The Council shall, from time to time, in accordance with the provisions of the Acts, 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) statements of activities and reports as are referred to in those sections.

57. 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 Council's 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

58. Auditors shall be appointed and their duties regulated in accordance with the relevant provisions of the Acts.

## INVESTMENTS

59. The Council shall have powers from time to time to appoint on such terms (including provision for reasonable remuneration) as the Council shall in its discretion think fit any person or persons who the Council reasonably believe to be qualified by his or their ability in the practical experience of financial matters to be the Company's investment adviser for the purpose of advising the Council in relation to the investments of the Company and managing such investments. The Council may make such arrangement as it thinks fit for any investment of the Company or income from those investments to be held by a corporate body as the Company's nominee and pay reasonable and proper remuneration to any corporate body acting as such nominee.

In making such arrangements as are described above the Council shall ensure that:

- (a) the terms of any delegation of power are clearly stated in writing and contain adequate control mechanisms; and
- (b) such delegation extends only to such things as the Council has power to do; and
- (c) the terms of any such delegation are strictly enforced by the Council .

## NOTICES

60. A notice may be given by the Company to any member either personally or by sending it by first class pre-paid 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.

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

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

#### INDEMNITY

62. Subject to the provisions of the Act every Member of the Council or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity 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 in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

#### DISSOLUTION

63. 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.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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Dated: 18 April 1996

Witness to the above Signatures:

John Goldie Orr