

FILE COPY



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

Company No. 3333951

The Registrar of Companies for England and Wales hereby certifies that
BRITISH ASSOCIATION OF NUTRITIONAL THERAPISTS

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 14th March 1997



N03333951E


MRS. L. PARRY

For the Registrar of Companies



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

HC007B

PEAPOD SOLUTIONS LTD.

12

Please complete in typescript,
or in bold black capitals.

Declaration on application for registration

Company Name in full

BRITISH ASSOCIATION OF NUTRITIONAL THERAPISTS



* F0120F70 *

I,

LINDA LAZARIDES

of

2 HAMPDEN LODGE, HAILSHAM ROAD, HEATHFIELD

do solemnly and sincerely declare that I am a ~~solely engaged in the formation of the company~~ [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985][†] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

[†] Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

39a High Street Heathfield East Sussex

the

Twenty fourth

day of

February

One thousand nine hundred and ninety

Seven

^{**} Please print name.

before me ^{**}

ADRIAN LUCAS RUSSELL BURNETT

Signed

Date

24.2.1997

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Rix & Kay Solicitors

116 High Street, Uckfield

East Sussex

Tel (01825) 761555

DX number 39051

DX exchange Uckfield



A40 *AFD5VTID* 416
COMPANIES HOUSE 25/02/97

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

PEAPOD SOLUTIONS LTD

Please complete in typescript,
or in bold black capitals.

30(5)(a)

**Declaration on application for registration of a company
exempt from the requirement to use the word "limited"
or "cyfyngedig"**

Company Name in full

BRITISH ASSOCIATION OF NUTRITIONAL THERAPISTS



F030AF70

I, SALLY ANN EDWARDS

of Rix & Kay, 116 High Street Uckfield East Sussex TN22 1QH

a [Solicitor engaged in the formation of the company] ~~person named~~
~~as director or secretary of the company~~ ~~in the statement above~~
~~under section 30(3) of the Companies Act 1985~~† do solemnly and
sincerely declare that the company complies with the requirements of
section 30(3) of the Companies Act 1985.

† Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same
to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

S Edwards

Declared at

146 A High Street Uckfield E. Sussex

the

3rd

day of

April

One thousand nine hundred and ninety

seven

Please print name.

before me #

A. R. Smith (A. R. Smith)

Signed

A. R. Smith

Date

3/3/97

Please give the name, address, telephone
number and, if available a DX number and
Exchange of the person Companies
House should contact if there is any
query.

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Rix & Kay (Ref.SE.1L2561)

116 High Street, Uckfield, East Sussex

TN22 1QH

Tel (01825) 761555

DX number 39051

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for companies registered in Scotland

DX 235 Edinburgh

PEAPOD SOLUTIONS LTD.

10

Please complete in typescript,
or in bold black capitals.

Notes on completion appear on final page

**First directors and secretary and intended situation of
registered office**

Company Name in full



F0100F70

BRITISH ASSOCIATION OF NUTRITIONAL THERAPISTS

Proposed Registered Office

(PO Box numbers only, are not acceptable)

2 HAMPDEN LODGE

HAILSHAM ROAD

Post town

HEATHFIELD

County / Region

EAST SUSSEX

Postcode

TN21 8AE

If the memorandum is delivered by an
agent for the subscriber(s) of the
memorandum mark the box opposite and
give the agent's name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

2

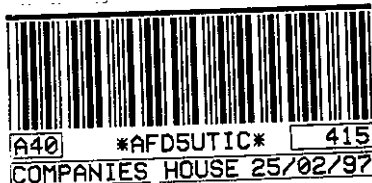
Please give the name, address, telephone
number and, if available, a DX number and
Exchange of the person Companies
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Rix & Kay Solicitors

116 High Street, Uckfield, East Sussex

Tel (01825) 761555

DX number 39051 DX exchange Uckfield



Form revised March 1995

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Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title

MS

*Honours etc

* Voluntary details

Forename(s)

LINDA ANN

Surname

LAZARIDES

Previous forename(s)

Previous surname(s)

Address

2 HAMPDEN LODGE, HAILSHAM ROAD

Usual residential address

For a corporation, give the registered or principal office address.

Post town

HEATHFIELD

County / Region

EAST SUSSEX

Postcode

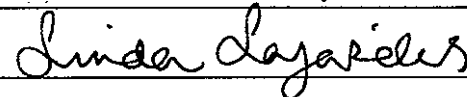
TN21 8AE

Country

ENGLAND

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

Consent signature



Date

14/2/97

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

SIR

*Honours etc

Bt

* Voluntary details

Forename(s)

CHARLES JOHN

Surname

JESSEL

Previous forename(s)

Previous surname(s)

Address

SOUTH HILL FARM, HASTINGLEIGH

Usual residential address

For a corporation, give the registered or principal office address.

Post town

ASHFORD

County / Region

KENT

Postcode

TN25 5HL

Country

ENGLAND

Date of birth

Day Month Year
29 12 24

Nationality

BRITISH

Business occupation

NUTRITION CONSULTANT/RETIRED FARMER

Other directorships

NONE

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

Consent signature



Date

15.2.97.

Directors (continued) (see notes 1-5)

| | | | | |
|---|-------------------------------|-----------------|---------------------|-------------------------------|
| NAME | *Style / Title | MS | *Honours etc | |
| Forename(s) | LINDA ANN | | | |
| Surname | LAZARIDES | | | |
| Previous forename(s) | | | | |
| Previous surname(s) | | | | |
| Address | 2 HAMPDEN LODGE HAILSHAM ROAD | | | |
| Usual residential address | | | | |
| For a corporation, give the registered or principal office address. | | | | |
| Post town | HEATHFIELD | | | |
| County / Region | EAST SUSSEX | Postcode | TN21 8AE | |
| Country | ENGLAND | | | |
| Date of birth | Day 17 | Month 10 | Year 54 | Nationality BRITISH |
| Business occupation | NUTRITIONIST | | | |
| Other directorships | NONE | | | |
| I consent to act as director of the company named on page 1 | | | | |
| Consent signature | Linda Lazarides | | Date | 14/2/97 |

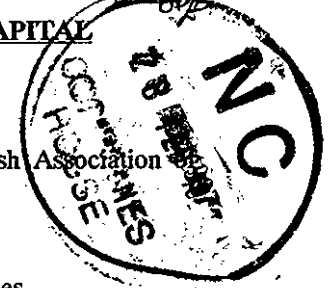
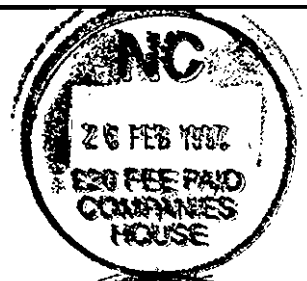
This section must be signed by**Either****an agent on behalf
of all subscribers****Signed****Date****Or the subscribers****(i.e. those who signed
as members on the
memorandum of
association).****Signed**Linda Lazarides**Date**14/2/97**Signed**Linda**Date**15.2.97.**Signed****Date****Signed****Date****Signed****Date****Signed****Date**



INC 86905/SWN
3333951

BRITISH ASSOCIATION OF NUTRITIONAL THERAPISTS

MEMORANDUM OF ASSOCIATION OF A



COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

1. The name of the Company (hereinafter called "the Company") is British Association of Nutritional Therapists.

2. The registered office of the Company will be situated in England and Wales.

3. The objects for which the Company is established are:

To promote good health and to combat disease in the United Kingdom, using scientific and traditional nutritional knowledge and expertise in accordance with the holistic principles of nutritional therapy and natural medicine.

To work towards the goal of all British people having access to a nutritional therapist on the National Health Service.

To act as a professional body for nutritional therapists who are accepted as Members.

To promote high standards of education in nutritional therapy training and high standards of practice and ethics within the profession.

And the Company shall have the following powers:

- 3.1 To purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property in rights or privileges, and to construct, maintain and alter buildings or erections;
- 3.2 To sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 3.3 To purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings, and all other effects of every description and to apply for registration of any patents, rights, copyrights, licenses and the like;
- 3.4 To borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;
- 3.5 To take and accept any gift of money, property or other assets whether subject to any special trust or not;

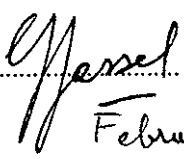
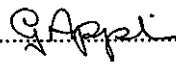
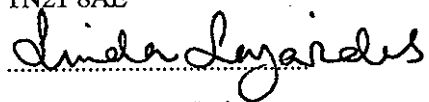

- 3.6 To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 3.7 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 3.8 To invest monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.9 To make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institution;
- 3.10 To undertake and execute charitable trusts;
- 3.11 To engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and subject to the provisions of clause 4 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 3.12 To amalgamate with any Companies, Institutions, Societies or Associations;
- 3.13 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;
- 3.14 To do all such other lawful things as shall further the attainment of the objects of the Company or any of them.
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 Director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or monies worth from the Company unless agreed by unanimous resolution of the

Board of Directors in respect of reimbursement for services provided to the Company which do not form part of the duties of a Director provided that nothing herein shall prevent any payment in good faith by the Company:

- 4.1 of reasonable and proper remuneration to any Member, officer or servant of the Company (not being a Director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or servant of the Company
- 4.2 of interest on money lent by a Member or Director of the Company at a rate per annum not exceeding two percentages points less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater
- 4.3 to any Director of reasonable out of pocket expenses
- 4.4 of fees, remuneration or other benefit in money or moneys worth to a Company of which a Member of the Company or a Director may be a Member holding not more than one hundredth part of the capital of such Company
- 4.5 of reasonable and proper rent for premises demised or let by any Member of the Company or any Director.
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 contributories among themselves, such amount as may be required not exceeding £1.
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

body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, such body or bodies to be determined by the Members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such revision, then to some other charitable body.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Company.

| Name and Addresses of Subscribers | | Amount of Guarantee of Each Subscriber |
|-----------------------------------|--|---|
| 1. | Sir Charles J Jessel, Bt South Hill Farm Hastingleigh Ashford Kent TN25 5HL | £ 1 |
| Signed: |  | |
| Dated this | 17th day of February 1997 | |
| WITNESS to the above signature: | | |
| |  | |
| 2. | Linda Lazarides 2 Hampden Lodge Hailsham Road Heathfield East Sussex TN21 8AE | £ 1 |
| Signed: |  | |
| Dated this | 14th day of February 1997 | |
| WITNESS to the above signature: | | |
| |  | |

BRITISH ASSOCIATION OF NUTRITIONAL THERAPISTS

ARTICLES OF ASSOCIATION

1. INTERPRETATION

In these Articles:

"The Act" means the Companies Act 1985 including any statutory modification or reenactment thereof for the time being in force

"The Articles" means the Articles of the Company

"Clear days in relation

to the period of a notice" means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

"Executed" includes any mode of execution

"Office" means the Registered Office of the Company

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy secretary

"United Kingdom" means Great Britain and Northern Ireland

"Governing Council

Member" means a Director of the Company and may also be referred to as a Member of the Governing Council and such terms will be interchangeable

"Board of Governing

Council Members" means the Board of Directors of the Company and may also be referred to as the Governing Council and such terms will be interchangeable

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company

2. MEMBERS

The subscribers to the Memorandum of Association of the Company and such other person as are admitted to membership in accordance with the Articles shall be Members of the Company. No person shall be admitted a Member of the Company unless he is invited to be a Member and approved by the Board of Governing Council Members.

3. A Member may at any time withdraw from the Company by giving at least fourteen days notice to the Company.

4. Governing Council Members may also at their discretion terminate the Membership of any Member with any notice period at their discretion but the requirements of natural justice shall be respected and a Member shall be entitled to be heard in his own defence by the Governing Council Members or a committee of the Governing Council Members.

5. The Company is established for the purposes expressed in the Memorandum of Association.

7. The Company shall in each calendar 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. The Annual General Meeting in each year shall be held at such time and place as the Governing Council Members shall appoint. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

8. The Governing Council Members may call general meetings, and on the requisition of Members pursuant to provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a day not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Governing Council Members to call a general meeting, any Governing Council Member or any Member of the Company may call a general meeting.

9. An Annual General Meeting and an Extraordinary General Meeting shall be called by at least twenty-one clear days notice. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all the Members and to the Governing Council Members and Auditors.

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

11. No business shall be transacted at any meeting unless a quorum is present. In the case of general meetings one third of all Members entitled to vote upon the business to be transacted, being present in person or by proxy, shall be a quorum. In the case of a meeting of Governing Council Members one half of all the persons entitled to vote on the business to be transacted, each being a Governing Council Member or a proxy for a Governing Council Member, shall be a quorum.

12. If such a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time as the Governing Council Members may determine.

13. The Chairman of the Board of Governing Council Members or in his absence some other Governing Council Member nominated by the Governing Council Members shall preside as Chairman of the meeting but if neither the Chairman nor such other Governing Council Member (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Governing Council Members present shall elect one of their number to be Chairman and, if there is only one Governing Council Member present and willing to act he shall be Chairman.

14. If no Governing Council Member is willing to act as Chairman, or if no Governing Council Member is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote or their proxies shall choose one of their number to be Chairman.

15. A Governing Council Member shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.

16. The Chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven days clear notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

17. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded; (a) by the Chairman; or (b) by any Member or their proxy having the right to vote at the meeting.

18. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

19. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

20. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

21. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.

22. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken.

23. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effective as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

24. On a show of hands or a poll every Member present in person or by proxy shall have one vote.

25. A Member in respect of whom an Order has been made by any Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may not vote.

26. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

27. An instrument appointing a proxy shall be in writing, executed by the appointer and shall be in the following form (or in a form as near to as circumstances allow or in any other form which is usual or which the Governing Council Members may approve):

BRITISH ASSOCIATION OF NUTRITIONAL THERAPISTS

I NAME of FULL ADDRESS being a member of the above-named Company hereby appoint NAME of FULL ADDRESS as my proxy to vote in my name and on my behalf at the Annual/Extraordinary General Meeting of the Company to be held on the day of 199 and at any adjournment thereof.

Signed

Dated

The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Governing Council Members has to be deposited with the Chairman of the meeting prior to any vote being taken. An instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

28. A vote given or poll demanded by proxy shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Chairman of the meeting before any vote is taken at that meeting.

29. The number of Governing Council Members (other than alternate Governing Council Members) shall be subject to a maximum of six but shall not be less than four and shall be appointed by the Members.

30. A Governing Council Member may not be entitled to appoint an alternate Governing Council Member. A Governing Council Member shall be entitled to appoint a proxy to attend and vote at Board Meetings subject to the same provisions as a Member appointing a proxy as set out in these articles.

31. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Governing Council Members who may exercise

all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Governing Council Members which would have been valid if that alteration had not been or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Governing Council Members by the Articles and a meeting of Governing Council Members at which a quorum is present may exercise the powers exercisable by the Governing Council Members.

32. The Governing Council Members may, by Power of Attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

33. The Governing Council Members may delegate any of their powers to any committee consisting of one or more Governing Council Members or other person. They may also delegate to any Managing Governing Council Member or any Governing Council Member holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Governing Council Members may impose, either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more Members shall be governed by the Articles regulating the proceedings of Governing Council Members so far as they are capable of applying.

34. At the first general meeting all the Governing Council Members shall retire from office, and at every subsequent Annual General Meeting one half of the Governing Council Members are subject to retirement by rotation or, if their number is not an even number then the number which is lower than but nearest to one half shall retire from office.

35. Subject to the provisions of the Act, the Governing Council Members to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment but as between persons who became or were last re-appointed Governing Council Members on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

36. If the Company, at the meeting at which a Governing Council Member retires by rotation, does not fill the vacancy the retiring Governing Council Member shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Governing Council Member is put to the meeting and lost.

37. A Governing Council Member who retires at an Annual General Meeting may, if willing to act, be re-appointed. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

38. The office of a Governing Council Member shall be vacated if:

- a) He ceases to be a Governing Council Member by virtue of any provision of the Act or he becomes prohibited by law from being a Governing Council Member;
- b) He becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- c) He is, or may, be suffering from mental disorder and either (i) He is admitted to Hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984; or (ii) an Order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- d) He resigns his office by notice to the Company; or
- e) He shall for more than six consecutive months have been absent without permission of the Governing Council Members from meetings of Governing Council Members during that period and has not appointed a proxy and Governing Council Members resolve that his office be vacated;
- f) He is convicted in a Court of Law of an offence involving dishonesty or an offence which results in a term of imprisonment whether or not suspended;

g) He is found by the disciplinary committee of the Company to have brought the Company into disrepute.

39. The Governing Council Members shall be entitled to any such remuneration which may be reimbursed for reasonable expenses incurred in accordance with work for the Company and which are approved by the Board of Governing Council Members and the Governing Council Members shall be entitled to any such remuneration which may be paid in respect of payment for services provided to the Company which do not form part of the duties of a Governing Council Member provided that the payment is agreed by unanimous resolution of the Board.

40. Subject to the provisions of the Act and the Memorandum of Association and provided that he has disclosed to the Governing Council Members the nature and extent of any material interests of his, and provided that the Governing Council Member has not taken part in any vote concerning the matter in which he has a material interest, the Governing Council Member notwithstanding his office:

- a) May be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- b) May be a Governing Council Member or other officer, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
- c) Shall not, by reason of his office, be accountable to the Company for any benefit which he derived from any such office or employment from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

41. For the purposes of clause 40:

- a) General notice given to the Governing Council Members that a Governing Council Member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall

be deemed to be a disclosure that the Governing Council Member has an interest in any such transaction of the nature and extent so specified;

b) An interest of which a Governing Council Member has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

42. Subject to the provisions of the Articles, the Governing Council Members may regulate their proceedings as they think fit. A Governing Council Member may, and the Secretary at the request of a Governing Council Member shall, call a meeting of the Governing Council Members. It shall not be necessary to give notice of a meeting to a Governing Council Member who is absent from the United Kingdom. Questions arising at a 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.

43. The quorum for the transaction of the business of the Governing Council Members shall be one half of the Governing Council Members entitled to vote.

44. The Governing Council Members may appoint one of their numbers to be the Chairman of the Board of Governing Council Members and may at any time remove him from that office. Unless he is unwilling to do so, the Governing Council Member who was appointed shall preside at every meeting of Governing Council Members at which he is present. But if there is no Governing Council Member holding that office, or if the Governing Council Member holding it is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Governing Council Members present may appoint one of their number to be Chairman of the meeting.

45. All acts done by a meeting of Governing Council Members, or of a committee of Governing Council Members, or by a person acting as a Governing Council Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Governing Council Member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every

such person had been duly appointed and was qualified and had continued to be a Governing Council Member and had been entitled to vote.

46. The Governing Council Members may pass a resolution without holding a meeting if the resolution in writing is signed by all the Governing Council Members who would have been entitled to receive notice of the meeting at which the resolution would have been passed. The Governing Council Members may all sign one document or may each sign a separate document all of which must be identical.

47. Save as otherwise provided by the Articles, a Governing Council Member shall not vote at a meeting of Governing Council Members or of a committee of Governing Council Members on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:

- a) The resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
- b) The resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Governing Council Member has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- c) His interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or any of its subsidiaries or by virtue of his being, or intending to become a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange or for the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not enforced when this regulation becomes binding on the Company), connected with a Governing Council Member shall be treated as an interest of the Governing Council Member.

48. A Governing Council Member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

49. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Governing Council Member from voting at a meeting of Governing Council Members or of a committee of Governing Council Members.

50. Where proposals are under consideration concerning the appointment of two or more Governing Council Members to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Governing Council Member separately and (provided he is not for another reason precluded from voting) each of the Governing Council Members concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

51. If a question arises at a meeting of Governing Council Members or of a committee of Governing Council Members as to the right of a Governing Council Member to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Governing Council Member other than himself shall be final and conclusive.

52. SECRETARY

Subject to the provisions of the Act, the Secretary shall be appointed by the Governing Council Members for such term and at such remuneration and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.

53. The Governing Council Members shall cause minutes to be made in books kept for the purpose (a) of all appointments of offices made by the Governing Council Members and (b) of all proceedings at meetings of the Company, and of the Governing Council Members, and of committees of Governing Council Members, including the names of the Governing Council Members present at each meeting.

54. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Governing Council Members or by ordinary resolution of the Company.

55. NOTICES

Any notices to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Governing Council Members need not be in writing.

56. The Company may give any notice to a Member either personally or by sending it by post in a pre-paid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

57. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

58. Proof that an envelope containing a notice was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted.

59. On the winding up and dissolution of the Company the provisions of the Memorandum of Association shall have effect as if repeated in these Articles.

60. Subject to the provisions of the Act but without prejudice to any indemnity to which a Governing Council Member may otherwise be entitled, every Governing Council Member 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 defending any proceedings, whether civil or criminal, in which judgement 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.

61. PROFITS

There shall be no provision for dividends to be payable to Members.

62. All profits and assets of the Company shall be retained by the Company to promote its objects and shall not be distributable to any Member, Governing Council Member or officer of the Company except in reimbursement of expenses.

Name and Addresses of Subscribers

1. Sir Charles J Jessel, Bt
South Hill Farm
Hastingleigh
Ashford
Kent
TN25 5HL

Signed: *C. Jessel*

Dated this 17th day of February 1997

WITNESS to the above signature:

C. Appin

2. Linda Lazarides
2 Hampden Lodge
Hailsham Road
Heathfield
East Sussex
TN21 8AE

Signed: *Linda Lazarides*

Dated this 14th day of February 1997

WITNESS to the above signature:

X. L. Wall