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The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

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**Memorandum  
and  
Articles of Association  
of  
Shared Interest Foundation**

(Article 26 revised 140308)

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The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

## **Memorandum of Association**

of

**Shared Interest Foundation**

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COMPANIES HOUSE

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### **Name**

- 1 The name of the company is Shared Interest Foundation In this Memorandum and the company's Articles of Association it is called the "Foundation".

### **Registered Office**

- 2 The registered office of the Foundation is situated in England

### **Objects**

3. The objects of the Foundation are to
  - 3.1 to advance education and training; and
  - 3.2 to relieve poverty, sickness and distress;in all parts of the world in all respects for the benefit of the public in accordance with the law of charity in England and Wales

### **Powers**

4. To further its objects the Foundation may:
  - 4.1 provide and assist in the provision of money, materials or other help including but not limited to financial services,
  - 4.2 promote, encourage, carry out or commission research, surveys, studies or other work including but not limited to the role of financial services in assisting the relief of poverty, making the useful results available;
  - 4.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities

including but not limited to education of people in poorer parts of the world in the use of financial services and business tools;

4 4 publish books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter,

4 5 provide or procure the provision of counselling and guidance,

4 6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake in pursuit of the Foundation's objects;

4.7 acquire any real or personal property and any rights or privileges and construct and maintain and alter any buildings,

4.8 subject to any consent required by law dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit,

4 9 subject to any consent required by law borrow or raise and secure the payment of money,

4 10 invest the Foundation's money not immediately required for its objects in or upon any investments, securities, or property;

4 11 delegate the management of investments to a financial expert provided that

4.11 1 the financial expert is:

- (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
- (b) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.

4.11 2 the investment policy is set down in writing for the financial expert by the Trustees,

4 11.3 every transaction is reported promptly to the Trustees,

- 4.11.4 the performance of the investments is reviewed regularly by the Trustees;
- 4.11.5 the Trustees are entitled to cancel the delegation arrangement at any time,
- 4 11 6 the investment policy and the delegation arrangements are reviewed at least once a year,
- 4 11 7 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt,
- 4.11.8 the financial expert may not do anything outside the powers of the Trustees;
- 4.12 arrange for investments or other property of the Foundation to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4 14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.15 subject to clause 4 16 raise funds by way of subscription, donation or otherwise,
- 4.16 trade in the course of carrying out the objects of the Foundation and carry on any other trade which is not expected to give rise to taxable profits,
- 4 17 incorporate subsidiary companies to carry on any trade,
- 4.18 subject to clause 5 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and other dependants;
- 4.19 establish and support or aid in the establishment and support of any other charitable organisations, co-operatives, associations or institutions formed to further all or any of the objects and subscribe, lend or guarantee money for charitable purposes,

- 4.20 undertake and execute any charitable trusts which may lawfully be undertaken,
- 4.21 amalgamate, merge or join with any charity having charitable objects wholly or in part similar to those of the Foundation,
- 4.22 acquire or undertake all or any of the property, liabilities and engagements of charities with which the Foundation may co-operate or federate;
- 4.23 pay out of the funds of the Foundation the costs of forming and registering the Foundation;
- 4.24 pay out of the funds of the Foundation the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (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 Foundation. No such insurance shall extend to any claim arising from any act or omission which the Trustees at fault knew to be a breach of trust or breach of duty or which was committed by the Trustees at fault in reckless disregard of whether it was a breach of trust or breach of duty or not, and
- 4.25 do all such other lawful things as shall further the Foundation's objects

#### **Limitation on private benefits**

- 5 The income and property of the Foundation shall be applied solely towards the promotion of its objects and (except as provided below) no part may be paid or transferred directly or indirectly by way of profit to the members of the Foundation and no Trustee may receive any remuneration or other benefit in money or money's worth from the Foundation. This shall not prevent any payment in good faith by the Foundation of:
  - 5.1 any payments made to any beneficiary of the Foundation,
  - 5.2 reasonable and proper remuneration to any person (not being a Trustee) for any services rendered to the Foundation,
  - 5.3 interest on money lent by any person at a reasonable and proper rate;
  - 5.4 any reasonable and proper rent for premises let by any person,
  - 5.5 fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or a member of his or her immediate family holds less than one per cent of the capital;

- 5 6 reasonable and proper out-of-pocket expenses of Trustees,
- 5 7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.24 of this Memorandum;
- 5 8 the proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Foundation to act in a professional capacity on its behalf, except that at no time shall a majority of the members of the Foundation or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion; and

### **Limited liability**

- 6. The liability of the members is limited
- 7 Every member of the Foundation undertakes to contribute a sum not exceeding £1 to the assets of the Foundation if it is wound up during his or her membership or within one year afterwards
- 7 1 for payment of the debts and liabilities of the Foundation contracted before he or she ceased to be a member;
- 7 2 for the costs, charges and expenses of winding up,
- 7 3 for the adjustment of the rights of the contributaries among themselves

### **Winding up**

- 8 If any property remains after the Foundation has been wound up and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Foundation, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees

### **Definitions**

- 9 Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Foundation unless the context otherwise requires.

We the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

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**Signatures, Names and Addresses of Subscribers**

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**Guarantee**

1     The Shared Interest Society Limited  
      an industrial and provident society,  
      registered number IP27093R whose  
      offices are at 25 Collingwood Street,  
      Newcastle Upon Tyne,  
      Tyne and Wear NE1 1JE  
      Acting by

£1

.....  
Director

.....  
Director/Secretary

WITNESS to above signatures

Signature

Name:

Address.

Occupation.

Date

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

**Articles of Association  
of  
Shared Interest Foundation**

**Interpretation**

1 In these Articles and the Memorandum the following terms shall have the following meanings -

	<b>Term</b>	<b>Meaning</b>
1 1	“Act”	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1 2	“address”	in relation to electronic communications includes any number or address used for the purpose of such communication
1 3	“Articles”	these Articles of Association of the Foundation
1.4	“clear days”	in relation to the period of a notice, 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
1.5	“Foundation”	Shared Interest Foundation
1 6	“electronic communications”	has the meaning ascribed to it in the Electronic Communications Act 2000
1.7	“electronic signature”	has the meaning ascribed it in the Electronic Communications Act 2000



- |      |                        |   |
|------|------------------------|---|
| 1.8  | “in writing”           | means written, printed or transmitted writing including by electronic communication   |
| 1.9  | “Memorandum”           | the Memorandum of Association of the Foundation   |
| 1.10 | “SIS”                  | the Shared Interest Society Limited an industrial and provident society registered number IP27093R of 25 Collingwood Street, Newcastle Upon Tyne, Tyne and Wear NE1 1JE |
| 1.11 | “Secretary”            | the secretary of the Foundation   |
| 1.12 | “Trustee and Trustees” | the director and directors as defined in the Act  |
2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Foundation.

## **Members**

### ***Admission of Members***

- 3 The subscriber to the Memorandum and such other persons as are admitted to membership in accordance with the Articles shall be members of the Foundation.
- 4 SIS may in their absolute discretion admit any person as a member.
5. If a person becomes a member as a representative of an unincorporated association or body, the name of the member, the name of the unincorporated association or body and the fact that the member is its representative shall be entered in the register of members
- 6 Subject to the SIS's right to decline to accept any person as a member, the unincorporated association or body shall be able to replace the member who is its representative with another person by giving notice in writing to the Foundation and without it being necessary for the outgoing member to give notice or the incoming member to complete an application form
- 7 Every corporate member shall appoint an individual to represent it at meetings of the Foundation and the name of such representative and the fact that he or she is the representative of such member shall be noted in

the register of members. A corporate member shall be able to replace its representative with another individual by giving notice in writing to the Foundation.

### ***Cessation of Membership***

8. Subject to Article 6, membership shall not be transferable and shall cease on death. A member shall cease to be a member -
  - 8.1 on the expiry of at least seven clear days' notice given by him or her to the Foundation of his or her intention to withdraw,
  - 8.2 if he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally or it goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver (but not an administrative receiver appointed under Section 18 of the Charities Act 1993) appointed over all or any part of its assets or an order is made or a resolution passed for its winding up; or
  - 8.3 if, except in the case of the SIS, at a meeting of the Trustees a resolution is passed resolving that the member be expelled. Such a resolution shall not be passed unless the member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Foundation any sum owed by him or her

### ***Associate Members***

9. The Trustees may establish such classes of non voting associate membership with such description and with such non company law rights as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make provided that no such associate members shall be members of the Foundation for the purposes of the Articles or the Act

### **Patrons**

10. The Trustees may appoint and remove any individual(s) as patron(s) of the Foundation and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Foundation as if a member and shall also have the right to receive accounts of the Foundation when available to members

## Trustees

### *Number of Trustees*

11. There shall be at least three Trustees

### *12. Appointment, retirement, removal and disqualification of Trustees*

12 1 Trustees will be appointed by resolution of the members.

12 2 The Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee. A Trustee so appointed shall hold office only until the next following annual general meeting and if not reappointed at such annual general meeting, he or she shall vacate office at the end of the meeting.

13 No person may be appointed as a Trustee

13.1 unless he or she has attained the age of 18 years, or

13 2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of these Articles

14 The office of a Trustee shall be vacated if -

14.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee,

14 2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally,

14.3 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office,

14.4 he or she resigns by notice to the Foundation (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);

14.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason,

14 6 the Trustees resolve that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees;

### ***Powers of Trustees***

- 15 Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Foundation shall be managed by the Trustees who may exercise all the powers of the Foundation. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
16. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees.
- 17 The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office.
- 18 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
- 19 Subject to the provisions of the Articles the Trustees may regulate their proceedings as they think fit.

### ***Delegation of Trustees' powers***

20. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Foundation for such purposes and on such conditions as they determine.
- 21 The Trustees may delegate any of their powers to any committee or the implementation of any of their resolutions and day-to-day management of the affairs of the Foundation to any person or committee in accordance with the conditions set out in these Articles.

### ***Delegations to committees***

- 22 In the case of delegation of powers to committees
- 22 1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
- 22 2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

- 22.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary,
- 22.4 all delegations under this Article shall be revocable at any time;
- 22.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit, and
- 22.6 no committee shall incur expenditure on behalf of the Foundation except in accordance with a budget which has been approved by the Trustees.
- 23 For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
- 24 The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.

***Delegations of day-to-day management powers***

25. In the case of delegation of the day to day management of the Foundation to a chief executive or other manager or managers:
- 25.1 the delegated power shall be to manage the Foundation by implementing the policy and strategy adopted and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 25.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 25.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Foundation and provide them regularly with management accounts sufficient to explain the financial position of the Foundation

**Meetings**

***Annual general meetings***

- 26 Subject to the provisions of the Act, the Foundation may hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year.

### ***Extraordinary general meetings***

- 27 The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 10% of the members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Act.

### ***Trustees' meetings***

- 28 Two Trustees may (and the Secretary shall at the request of two Trustees) call a Trustees' meeting.

### ***Length of notice***

- 29 An annual general meeting and a general meeting called to pass a special or elective resolution shall be called by at least 21 clear days' written notice and any other general meeting shall be called by at least 14 clear days' written notice unless the Act requires a longer notice period.
30. A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice.
31. When a meeting is adjourned for fourteen days or more, at least seven clear days' 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.
- 32 A meeting may be called by shorter notice if it is so agreed by everyone entitled to attend and vote at it.

### ***Contents of notice***

- 33 Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees', extraordinary general or annual general meeting, and the general nature of the business to be transacted. If a special or extraordinary resolution is to be proposed at a general meeting, the notice shall include the proposed resolution and specify that it be proposed as a special or extraordinary resolution.

### ***Service of notice***

- 34 Notice of meetings shall be given to each person entitled to vote at the meeting and in the case of extraordinary general meetings and annual general meetings notice shall also be given to any patron(s) and the auditors of the Foundation.

### ***Quorum***

35. No business shall be transacted at any meeting unless a quorum is present. For a Trustees' meeting, three people present and entitled to vote shall be a quorum. For a general meeting one person present and entitled to vote shall be a quorum. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and places the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

#### ***Chair***

36. The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Trustees shall preside as chair of each meeting.

#### ***Adjournment***

37. The chair 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.

#### ***Voting***

38. Every person present and entitled to vote shall have one vote. A resolution put to the vote of a meeting shall be decided on a show of hands.
39. A declaration by the chair 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.
40. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

#### ***Irregularities***

41. The proceedings at any meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental

omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act

42. 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 chair whose decision shall be final and binding.

### ***Conflicts of interest***

43. Whenever a person has a personal interest in a matter to be discussed at a meeting, and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Foundation in relation to a matter to be discussed at a meeting, he or she must
- 43.1 declare an interest before discussion begins on the matter;
- 43.2 withdraw from that part of the meeting unless expressly invited to remain;
- 43.3 in the case of personal interests not be counted in the quorum for that part of the meeting;
- 43.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

### ***Written resolutions***

44. A resolution in writing signed (including by way of electronic signature) by each person who would have been entitled to vote upon it if it had been proposed at a meeting at which he or she was present shall be as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more of those entitled to vote. The date of a written resolution shall be the date on which the last person signs.

### ***Virtual meetings***

45. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

## **General**



### ***Secretary***

- 46 The Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

### ***Minutes***

47. The Trustees shall cause minutes to be made in books kept for the purpose -

47 1 of all appointments of officers made by the Trustees; and

47 2 of all proceedings at meetings of the Foundation and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Foundation, be sufficient evidence of the proceedings

### ***Records and accounts***

- 48 The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of

48 1 annual reports,

48.2 annual returns,

48.3 annual statements of account

### ***Notices***

- 49 Any notice to be given to or by any person pursuant to the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice A notice calling a meeting of the Trustees need not be in writing

- 50 The Foundation may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him/her

51. A member present at any meeting of the Foundation shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called
52. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted

### ***Indemnity***

53. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Foundation shall be indemnified out of the assets of the Foundation:

- 53.1 against all costs charges expenses or liabilities incurred by him or her
  - (a) in defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted, and
  - (b) in connection with any application in which relief from liability is granted to him or her by the court

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Foundation, and

- 53.2 against all costs, charges, losses, expenses or liabilities incurred by him or her in the proper execution and discharge of his or her duties or in relation to the Foundation

### ***Trustees' indemnity insurance***

54. The Trustees shall have power to resolve pursuant to clause 5.7 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy

***Winding-up***

55. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Foundation shall have effect and be observed as if the same were repeated in the Articles

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**Names, Addresses and Signatures of Subscribers**

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- |   |  |    |
|---|--|----|
| 1 | Shared Interest Society Limited<br>an industrial and provident society,<br>registered number IP27093R, whose<br>offices are at Collingwood Street,<br>Newcastle Upon Tyne,<br>Tyne and Wear NE1 1JE<br>Acting by | £1 |
|---|--|----|

. . . . .  
Director

. . . . .  
Director/Secretary

WITNESS to above signatures:

Signature:

Name:

Address:

Occupation:

Date

Article 26 amended 14<sup>th</sup> March 2008