

Company No: 355248

The Companies Acts 1929 to 1985
Company Limited by Guarantee
And not having a Share Capital

SPECIAL RESOLUTIONS

of

J N F CHARITABLE TRUST

(passed 5th December 1988)

At an Extraordinary General Meeting of the above named Association duly convened and held at Harold Poster House, Kingsbury Circle, London NW9 9SP on Monday 5th December 1988, the following resolutions were duly passed as Special Resolutions of the Association.

SPECIAL RESOLUTIONS

1. THAT the Memorandum of Association of the Association be and it is hereby altered in the following manner, that is to say:-

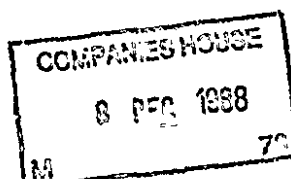
(a) By inserting at the end Clause 3 (i)(a) of the Memorandum of the Association the following words:-

"Provided that this shall be without prejudice to the ability of the Association to disclaim any donation, legacy or bequest in whole or in part in such circumstances as the Association may think fit and provided also that the Association shall not undertake any permanent trading activities in raising funds for the above-mentioned charitable objects."

(b) By inserting immediately after Clause 3 (i)(a) of the Memorandum of Association the following new Clauses:-

"(b) To lend money and give to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company."

"(c) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or merchantile instruments."



"(d) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company."

- (c) By deleting Clause 3 (ii)(g) of the Memorandum of Association and by substituting therefor the following new Clause:-

"(g) 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 Association 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 Association 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 Association of any such charitable organisation, institution, society or body."

- (d) By inserting in Clause 3 (ii)(h) of the Memorandum of Association after the words "for this purpose" and before the words "to engage" the words "and subject to Clause 4 hereof" and by inserting at the end of the said Clause 3 (ii)(h) the words "and to employ and pay such architects, surveyors, solicitors, and other professional persons as are necessary for the furtherance of the objects of the Association."
- (e) By inserting in Clause 3 (ii)(i) of the Memorandum of Association after the words "To provide" and before the word "superannuation" the word "pension".
- (f) By inserting at the end of Clause 3 (ii)(j) of the Memorandum of Association the words "which the Association may think necessary for the promotion of its objects".
- (g) By deleting from Clause 3 (ii)(k) of the Memorandum of Association the words "as may be thought expedient" and by substituting therefor the words "with a view to the furtherance of its objects".
- (h) By inserting in Clause 3 (ii)(m) of the Memorandum of Association after the words "raise money" and before the words "on such terms" the words "for the furtherance of the objects of the Association".
- (i) By deleting from Clause 3(ii)(n) of the Memorandum of Association as those words after "as may be thought fit" and by substituting therefore the words " subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter mentioned".
- (j) By inserting at the end of Clause 3 (ii)(o) of the Memorandum of Association the words "in any way connected with or calculated to further any of the objects of the Association".

- (k) By deleting from Clause 3 (ii)(q) of the Memorandum of Association the word "others" and by substituting therefor the words "any other charitable organisation, institution, society or body with which this Association is authorised to amalgamate" and by deleting the provisors to that Clause and by substituting therefor the following new Clause:-

"(u) To do all such other lawful things as are necessary for the attainment of the above objects or any of them".

- (l) By relettering the sub-clauses of Clause 3 (ii) of the Memorandum of Association consecutively from (a) to (u).

- (m) By deleting the provisos at the end of Clause 3 and the whole of Clauses 4 to 10 (inclusive) of the Memorandum of Association and by substituting therefor the following words:-

"Provided that:-

(a) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(b) The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(c) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association 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 Board of Management or Governing Body of the Association 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 Board of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association does not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Board of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association had not been incorporated.

4. The income and property of the Association 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 Association, and no member of its Board of Management or Governing Body shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association:-

(a) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Board of Management or Governing Body) for any services rendered to the Association;

(b) of interest on money lent by any member of the Association or of its Board of Management or Governing Body at a reasonable and proper rate per annum not exceeding the published base lending rate of a clearing bank to be selected by the Board of Management or Governing Body;

(c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Board of Management or Governing Body;

(d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Board of Management or Governing Body may also be a member holding not more than 1/100th part of the capital of that company; and


(e) to any member of its Board of Management or Governing Body of reasonable out-of-pocket expenses.

5. The liability of the members is limited.

6. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association'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 Association'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 Association 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 Association, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association, 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 Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Association 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."

2. That the Regulations contained in the document marked "A" submitted to this Meeting and for the purpose of indentification signed by the Chairman thereof be and the same are hereby approved and adopted as the Articles of Association of the Association in substitution for and to the entire exclusion of all the existing or other Articles of Association of the Association.


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Director/Secretary

Presented by:-
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Ref: 19/PBS/TP