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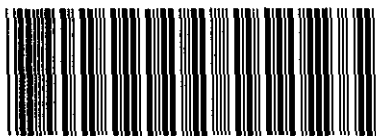
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4533442

The Registrar of Companies for England and Wales hereby certifies that
FPWP HIBISCUS LIMITED

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 12th September 2002



N04533442C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B



Companies House

— for the record —

(NCPack)

12

Please complete in typescript,
or in bold black capitals.

CHFP000

Declaration on application for registration

Company Name in full



F012001J

FPWP Hibiscus Limited

I, PRUDENCE CLARE STEVENSON.

of 87 GREAT TITCHFIELD ST. LONDON W1W 6RL.

do solemnly and sincerely declare that I am a † [Solicitor 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.

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

Prudence Clare Stevenson

Declared at

41 Church St London N16

Day Month Year

On

08 08 20 10 12

• Please print name.

before me •

Paul James Feehan

Phx

X 9/9/02

Signed

Phx

Date

5th August 2002

† 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



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COMPANIES HOUSE
COMPANIES HOUSE
A81
COMPANIES HOUSE

ABXT3E4T

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11/09/02
22/08/02
0713
28/02/02

Form revised March 1995

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

Companies House, Crown Way, Cardiff, CF14 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



Companies House

— for the record —

(NCPack)

Inc 810912/18/91

10

Please complete in typescript,
or in bold black capitals.

CHFP000

Notes on completion appear on final page

First directors and secretary and intended situation of
registered office

Company Name in full

FPWP Hibiscus Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

18 BOROUGH HIGH STREET

LONDON BRIDGE

Post town

LONDON

County / Region

Postcode

SE1 9QG

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

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
co-



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28/02/02

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Tel

DX number

DX exchange

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for companies registered in Scotland

DX 235 Edinburgh

Form revised July 1998

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title

Ms

*Honours etc

* Voluntary details

Forename(s)

Elizabeth

Surname

Dixon

Previous forename(s)

Previous surname(s)

Address**Usual residential address**

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

Post town

London

County / Region

1

Postcode

NW10 3PU

Country

U.K.

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

Consent signature

X EAD

Date

16.2.02

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Ms

*Honours etc

Forename(s)

Prudence

Surname

Stevenson

Previous forename(s)

Previous surname(s)

Raspin

Address**Usual residential address**

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

Post town

LONDON

County / Region

Postcode

W1W 6RL

Country

U.K.

Day Month Year

Date of birth

05 03 1942

Nationality

British

Business occupation

Painter

Other directorships

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

Consent signature

X Prudence Stevenson

Date

Jan/4/2002

Directors

(continued)

(see notes 1-5)

NAME

*Style / Title

MS.

*Honours etc

* Voluntary details

Forename(s)

JENNIFER JOY

Surname

PALMER - STEPHENSON

Previous forename(s)

Previous surname(s)

PALMER

Address**Usual residential address**

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

523 ALDBOROUGH ROAD NORTH

NEWBURY PARK

Post town

ILFORD

County / Region

ESSEX

Postcode

I92 7SY

Country

UK

Day Month Year

Date of birth

01 4 016 1 9 5 5

Nationality

BRITISH

Business occupation

ADMINISTRATOR

Other directorships

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

Consent signature

X *J. Palmer-Stephenson*

Date

FEB 4th 2002**This section must be signed by****Either**an agent on behalf
of all subscribers

Signed

X *Jennifer Stephenson*

Date

X *Aug 4 2002***Or the subscribers**(i.e. those who signed
as members on the
memorandum of
association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**:

- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

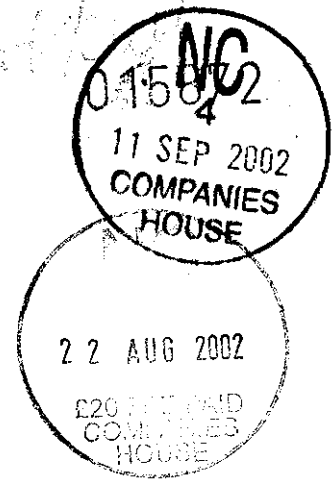
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THE COMPANIES ACTS 1985 AND 1989

Company Limited by Guarantee
and not having a Share Capital

MEMORANDUM OF ASSOCIATION OF THE
FPWP HIBISCUS LIMITED



1. NAME OF THE COMPANY

The name of the Company is the **FPWP Hibiscus Limited** and is called "the Company" in this document

2. REGISTERED OFFICE

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

3. OBJECTS

The objects of the Company are:

- (a) To relieve the poverty and the physical and mental sickness and distress of women, particularly those who those who have suffered any legal restriction on their liberty in any penal or correctional establishment or who have been charged with, or convicted of, a criminal offence
- (b) To advance public education about such women
- (c) To co-operate with and/or create agencies in other countries in pursuit of (a) above.
- (d) To undertake any other charitable objective



4. POWERS

In furtherance of these objects The Company may do anything lawful that may be necessary, including the exercise of the following powers:

A. Activities generally related to the Objects:

4.1 PROPERTY

- (a) To provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises which the Company may need for its Objects
- (b) Subject to any consent required by law to buy, take on lease, sell, lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort
- (c) To construct, alter and maintain any building or structures.

4.2. STAFF

- (a) Subject to clause 6.b (below), to employ and pay any employees, officers, servants and professional or any other advisers
- (b) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependants

4.3 FINANCE

- (a) To open and operate banking accounts and other banking facilities
- (b) To apply for, seek, obtain and accept government or other grants

4. Membership

4.1 Individual Members

(a) The Subscribers

(b) Anyone aged 18 or over that the Management Committee decides to admit to membership

4.2 Group Members

Group Members are the organisations whom the Management Committee decides to admit to membership

4.2.1 When a group becomes a member it must give a copy of its constitution (if any) to the Company

4.2.2 Each Group Member has the right to appoint one representative. At any time by giving notice in writing to the Company, the Group Member can cancel the appointment of its representative and appoint another instead. The Group Member must confirm the name of its representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.

4.2.3 Each Group Member may appoint a deputy to replace its appointed representative under Article 4.3.2 if the appointed representative is unable to attend a meeting

4.2.4 In the event of an appointed representative resigning or ceasing to be a member of a Group Member he/ she shall forthwith cease to be a representative of the Group Member

4.3 Group Members stop being members in the same way as Individual Members stop being members

5. No transfer of Membership

- 5.1 None of the rights of any member of the Company may be transferred or transmitted to any other person

6. Ending of Membership

- 6.1 A Member stops being a member of the Company if:
- (a) the member resigns from membership by giving notice in writing to the Company
 - (b) membership is ended under Article 7
 - (c) the member's subscription (if any) remains unpaid three months after it is due and the Management Committee resolves to end that person's membership
- 6.2 However, the Management Committee may make a resolution allowing anyone no longer eligible for membership to remain a member until the resolution is reversed by the Management Committee or at a general meeting

7. Removal from Membership

- 7.1 The Management Committee may suspend the rights of any member by giving him or her notice in writing of the suspension
- 7.2 Within 28 days of receiving that notice the member can send or give an appeal in writing to the Company against the suspension. If no appeal is received, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the next meeting of the Management Committee. The member has the right to be heard at the meeting. The meeting must either confirm the suspension, in which case the person is out of membership, or lift the suspension

8. General Meetings

- 8.1 Each year, the Company must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting must be held within 15 months of the incorporation of the Company after which not more than 15 months must pass between one annual general meeting and the next

9. Extraordinary General Meetings

- 9.1 All general meetings except annual general meetings are called extraordinary general meetings

10. Calling of Extraordinary General Meetings

- 10.1 The Management Committee may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if five members or 10% of the members of the Company whichever is greater request it.

11. Notice of Meetings

- 11.1 An annual general meeting and a meeting calling for the passing of a special resolution must be called by giving at least 21 clear days' notice in writing. Other meetings of the Company must be called by giving at least 14 clear days' notice in writing. These notices must specify the place, date and time of the meeting. If special business is to be discussed, full details or the general nature of the business must be given. Notice of the meeting must be given to everyone entitled by these Articles to receive it
- 11.2 However, even if shorter notice is given than that shown in Article 11.1, the meeting will be treated as having been correctly called if it is so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote at it
- (b) in the case of any other meeting, by a majority of the members who have a right to attend and vote. But this majority must represent at least 95% of the total membership of the Company members who have voting right

12. Ordinary and Special Business at General Meetings

- 12.1 At an extraordinary general meeting all business will be treated as special business. At an annual general meeting all business will be treated as special except the consideration of accounts and balance sheets, the reports of the members of the Management Committee and Auditors, the election of members of the Management Committee in place of those retiring, the appointment of Auditors, and the fixing of the payments to the Auditors

13. Quorum

- 13.1 Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum is 15 or 10% of the total membership of the Company whichever is less.

14. Adjournment if no Quorum

- 14.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to the same day in the next week at the same time and place, or to another day, time and place as the Management Committee may decide
- 14.2 If at the adjourned meeting a quorum is not present, within half an hour after the appointed starting time, the members present will be a quorum.

15. Chairperson

- 15.1 The Chairperson (if any) of the Management Committee must preside as Chairperson at every general meeting of the Company. If there is no Chairperson, or if he/ she will not be present with 15 minutes after the appointed starting time or is unwilling to take the chair, the members of the Management Committee must elect one of their number to be Chairperson of the meeting

16. Election of Chairperson by Members

- 16.1 If at any meeting no member of the Management Committee is willing to act as Chairperson or if no member of the Management Committee is present within 15 minutes after the appointed starting time, the members present must choose one of their number to be Chairperson of the meeting.

17. Adjournment of the Meeting

- 17.1 The Chairperson may, with the consent of the meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place
- 17.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

18. Voting on Resolutions

- 18.1 At any general meeting a resolution put to the vote of the meeting is decided by a simple majority on a show of hands unless a poll is demanded (before or when the result of the show of hands is declared).

A poll can be demanded by the Chairperson or at least two members who are present. In accordance with Section 372 (3) of the Companies Act 1985 in every notice calling a general meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be a member of the Company **PROVIDED ALWAYS THAT** no proxy votes shall be permitted in relation to Articles 60 and 61 hereof

19. Declaration of Chairperson is Final

- 19.1 Unless a poll is demanded, the Chairperson's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result.
- The number or portion of the votes need not be entered in the minute book
- 19.2 The demand for a poll may be withdrawn

20. When a poll is taken

- 20.1 A poll must be taken immediately, if it is correctly demanded to elect a Chairperson or to decide upon an adjournment. Polls about other things will be taken whenever the Chairperson says so. Business which is not the subject of a poll may be dealt with before or during the poll.
- 20.2 The Chairperson will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting

21. Voting and Speaking

- 21.1 Every member has one vote including the Chairperson. If the votes are level, the Chairperson has a casting vote.
- 21.2 A member of the Management Committee shall have the same rights to attend and speak as a member even if he or she is not a member

22. Written Agreement to Resolution

22.1 Unless the law says otherwise, members may pass a valid resolution without a meeting being held. But for the resolution to be valid :

- (a) it must be in writing;
- (b) it must be signed by all those members (or their duly authorised representatives) entitled to receive notice to attend general meetings
- (c) it may consist of two or more documents in identical form signed by members

23. Management by Members of the Management Committee

23.1 The business of the Company is managed by the Management Committee. They may use the Company's assets to pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or these Articles, required to be used by a general meeting of the Company. But the members of the Management Committee are at all times governed first by the Act, second by the Memorandum and Articles, and third by any regulations that a General Meeting may prescribe

23.2 General meetings cannot make a regulation that overrides the Memorandum and Articles. Nor can they make one which invalidates any prior act of the members of the Management Committee which would otherwise have been valid

24. Powers of the Management Committee

24.1 The Management Committee may subject to such consents as the law requires use all the powers of the company to :

- (a) borrow money;
- (b) mortgage or charge its property or any part of it;
- (c) issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company or any charitable third party;
- (d) to resolve pursuant to the Memorandum of Association to effect indemnity insurance notwithstanding their interest in such a policy.

25. Payment of Subscriptions

- 25.1 All members must pay the subscriptions that the Management Committee may decide from time to time

26. Cheques and Bills etc

- 26.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Management Committee decides from time to time and cheques shall be signed by two Management Committee members unless the Management Committee otherwise decides

27. Indemnity of Members of the Management Committee

- 27.1 In the management of the affairs of the Company no member of the Management Committee shall be liable for any loss to the property of the Company arising by reason of improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other member hereof in good faith (provided reasonable supervision shall have been exercised) although the

employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any member hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable

- 27.2 Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Management Committee may otherwise be entitled every member of the Management Committee or any other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings whether civil or criminal in which was given in his or her favour or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto

28. Payment of reasonable expenses to members of the Management Committee

- 28.1 The members of the Management Committee may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration save as permitted in the Memorandum of Association

29. The Keeping of Minutes

- 29.1 The management Committee must have minutes entered into the minute books :
- (a) of all appointments of officers by the Management Committee;
 - (b) of the names of the members of the Management Committee present at each of its meetings and of any committee of the members of the Management Committee;

(c) of all resolutions and proceedings at all meetings of:

- (i) The Company
- (ii) The Management Committee;
- (iii) Committees or subcommittees of the Management Committee.

30. The Make-up of the Management Committee

- 30.1 The first Management Committee consists of those people named in Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed or appointed by them. They hold office until the first annual general meeting. After that, the Management Committee consists of not less than six nor more than fifteen representatives of the Company to be elected from among and by all the members at the Annual General Meeting. Election is for a three-year term.
- 30.2 Not less than 7 clear days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is proposed for the appointment or reappointment as a member of the Management Committee at the meeting. The Notice shall give the appropriate nominee's details.

31. Retirement of Members of the Management Committee

- 31.1 At each annual general meeting, one-third of the members of the Management Committee must retire from office
- 31.2 The members of the Management Committee to retire in every year shall be those who have been longest in office since their last election, but as between persons who became members of the Management Committee on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot

- 31.3 A retiring member of the Management Committee shall be eligible for re-election provided that after three consecutive terms of three years one year must elapse before the member is eligible for re-election

32. Change in Make-up and Number of the Management Committee

- 32.1 The make-up and number of the Management Committee may only be by resolution approved by two-thirds of the Management Committee and ratified at a general meeting by a majority vote of the members present at the meeting

33. Notification of Change of Members of the Management Committee to the Registrar of Companies

- 33.1 All appointments retirements or removals of directors must be notified to the Registrar of Companies

34. Co-option of Members of the Management Committee

- 34.1 The Management Committee can appoint anyone to fill a vacancy in the membership of the Management Committee or can co-opt additional members of the Management Committee. Provided that the number of co-opted members shall not exceed one-third of the total membership of the Management Committee at the time of co-option. They will hold office until the next annual general meeting. They will be eligible for re-election.

35. Ending of Management Committee Membership

- 35.1 A member of the Management Committee must cease to be a member if he or she:
- (a) is employed by the Company or holds any office of profit under the Company; or
 - (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

- (c) becomes barred from membership of the Management Committee because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- (d) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (e) resigns the office by notice in writing to the Company but only if at least three members of the Management Committee will remain in office when the resignation takes effect; or
- (f) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract; or
- (g) is removed from office.

36. Removal of a Member of the Management Committee by a General Meeting

- 36.1 A general meeting of the Company may remove any member of the Management Committee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the member may say
- 36.2 Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice to the membership. Once the Company receives such notice it must immediately send a copy to the member of the Management Committee concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time

it must be circulated with the notice of the meeting. If it is not sent out, the member may require it to be read to the meeting

37. Removal of a Member of the Management Committee by the Management Committee

- 37.1 If a member of the Management Committee fails to attend three consecutive meetings of the Management Committee, or to attend three meetings in any twelve-month period, the Management Committee may resolve that he or she be removed from the Management Committee. The member must be given at least 7 days' notice in writing of the resolution.

38. Meetings of the Management Committee

- 38.1 The Management Committee may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles
- 38.2 Questions arising at any meeting must be decided by a majority of votes. Every member has one vote including the Chairperson. If the votes are equal, the Chairperson has a casting vote
- 38.3 A member of the Management Committee may, and the Secretary if requested by a member of the Management Committee must, summon a meeting of the members of the Management Committee
- 38.4 Notice of a meeting need not be given to any member of the Management Committee who is out of the United Kingdom

39. Officers of the Management Committee

- 39.1 The Management Committee may elect a Chairperson, Vice-Chairperson, Secretary, Treasurer and any other honorary officers for such term as they think fit. The Chairperson and other honorary officers shall be ex officio members of the Company, the Management Committee and any other committee

- 39.2 No honorary officer shall hold office for more than six consecutive years. On the expiry of such period a further two years must elapse before an honorary officer shall be eligible for re-election

40. Meetings Open

- 40.1 Meetings of the Management Committee must normally be open to members of the Company or those who have business with the Management Committee. But these non-members of the Management Committee can speak only by permission of the Management Committee. They may not vote. If they wish to raise a matter they should apply to the Chairperson before the meeting
- 40.2 The Management Committee can exclude any non-member of the Management Committee for any parts of the business that they decide should be discussed in private

41. Quorum of the Management Committee

- 41.1 A general meeting of the Company must fix the quorum necessary for business to be done at a Management Committee meeting. The quorum must be at least a third of the membership of the Management Committee subject to a minimum of three

42. Vacancies on the Management Committee

- 42.1 The Management Committee may act despite any vacancy on the committee. But if the number of members falls below the quorum, it may act only to summon a general meeting of the Company

43. A Resolution may be Approved by Signature Without a Meeting

- 43.1 A resolution in writing signed by all the members of the Management Committee or any sub-committee is as valid as if it had been passed at a properly held meeting of the Management Committee or sub-committee. The resolution may consist of several documents in the same form signed

by one or more members of the Management Committee or sub-committee

44. Validity of Acts Done at Meetings

- 44.1 It may be discovered that there was some defect in the appointment of a member of the Management Committee or someone acting as a member Or that he or she was disqualified. If this is discovered, anything done before the discovery at this meeting of the Management Committee is as valid as if there were no defects or disqualification

45. Delegation of Management Committee Powers to Sub-Committees

- 45.1 The Management Committee may delegate the administration of any of its powers to Committees consisting of one or more of its members. A sub-committee must conform to any regulations that the Management Committee imposes on it
- 45.2 The members of the Management Committee on the sub-committee may (unless the Management Committee directs otherwise) co-opt any person or people to serve on the sub-committee
- 45.3 All acts and proceedings of the sub-committee must be reported to the Management Committee as soon as possible

46. Chairperson on Sub-Committees

- 46.1 A sub-committee may elect a Chairperson of its meetings if the Management Committee does not elect one
- 46.2 If at any meeting the sub-committee's Chairperson is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be Chairperson of the meeting

47. Meetings of Sub-Committees

- 47.1 A sub-committee may meet and adjourn whenever it chooses
- 47.2 Questions at the meeting must be decided by a majority of votes of the members present
- 47.3 The sub-committee must have minutes entered in all minute books. Copies of these minutes must be given to all members of the Management Committee

48. Appointment and Removal of the Company Secretary

- 48.1 The members of the Management Committee appoint the Company Secretary. They decide his or her period of office, pay (if not a member of the Management Committee) and conditions of service. They may also remove the Company Secretary. Any Company Secretary who is paid may not also be a member of the Management Committee

49. Actions of Directors and Company Secretary

- 49.1 The Act says that some actions must be taken by both a member of the Management Committee (a Director) and by the Company Secretary. If one person is both a member of the Management Committee and the Company Secretary, it is not enough for him or her to do the action first as a Management Committee member and then as Company Secretary

50. The Seal

- 50.1 If the Company shall decide to use a Company Seal the Management Committee must provide safe custody of the Seal
- 50.2 The Seal may only be used as the authority of the Management Committee or of a sub-committee authorised by the Management Committee to use it
- 50.3 Everything to which the Seal is affixed must be :

(a) signed by a member of the Management Committee

- (b) countersigned by the Company Secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for that purpose

51. Accounts

51.1 The Management Committee must have proper books or account kept in accordance with the law. In particular, the books of account must show:

- a) all amounts received and spent by the Company, and for what;
- b) all sales and purchases by the Company
- c) the assets and liabilities of the Company

51.2 The books of account must give a true and fair view of the state of the Company's affairs and explain its transactions. Otherwise they are not proper books of account

52. Keeping of Books

52.1 The books of account must be kept at the Registered Office of the Company or at other places decided by the Management Committee. The books of account must always be open to inspection by members of the Management Committee

53. Inspection of Books

53.1 The Management Committee must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not on the Management Committee. A member who is not on the

Management Committee may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Management Committee or a general meeting

54. Profit and Loss Account and Balance Sheets

54.1 The Management Committee must, for each accounting reference period, put before a general meeting of the Company :

- a) any profit and loss accounts;
- b) a report by the Management Committee on the state of the Company as required by the law

54.2 The Management Committee must file with the Company's Registrar the annual returns that are required

55. Copies for Members

55.1 Certain documents must be sent to members of the Company at least 21 days before the date of the general meeting. These documents are :

- a) a copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Company at the general meeting
- b) a copy of any Auditors' or independent examiner's report
- c) a copy of the report of the members of the Management Committee

55.2 But this Article does not require a copy of these documents to be sent to anyone whose address the Company does not know

56. Appointment of Auditors or Independent Examiner

- 56.1 Properly qualified auditors or independent examiners must be appointed if the Company's income or assets exceed the levels specified from time to time requiring such

57. Service of Notices

- 57.1 The Company may give notice to any member either personally or by delivering it or sending it by ordinary post to his or her registered address. If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given the Company for that purpose. If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. The notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post

58. Accidental Omission of Notice

- 58.1 Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting

59. Those Entitled to Notice of General Meetings

- 59.1 Notice of every general meeting must be given to
- a) every Member (except those members who lack an registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom;
 - b) an Auditor or independent examiner of the Company (if any);
 - c) all members of the Management Committee;

d) all those with rights of nomination to the Management Committee

59.2 No-one else is entitled to receive notice of general meetings

60. Alteration of the Articles

60.1 The Company may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of members of which 21 days notice has been given of the intention to pass a special resolution and at which 75% of those voting must be in favour of. Such a resolution may be passed on shorter notice if 95% of members having the right to vote agree

60.2 No alteration may be made to an article which directs or restricts the way monies or property of the Company may be used without the Charity Commission's prior approval

61. Dissolution of the Company

61.1 The Management Committee or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all members and those entitled to notice of general meetings

61.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association

Signatures, addresses and occupation of subscribers

Prudence Stevenson. retired.
87. Gt Titchfield st. LONDON W1W6RL

X PRUDENCE STEVENSON

Dated this 6 day of August 2002

Witness to the above signatures

Name E. J. Smith

Address 13 Roman Way Enfield EN1 1EG

Occupation Company Secretary

**Company Limited by Guarantee and
not having a Share Capital**

ARTICLES OF ASSOCIATION OF THE

FPWP HIBISCUS LIMITED

1. Meaning of Words

- 1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:

1.2 Words	Meanings
Act	The Companies Acts 1985 and 1989 as amended by subsequent Acts
The Company	FPWP HIBISCUS LIMITED
The Articles	These Articles of Association and the Regulations of the Company
The Management Committee	The Management Committee of the Company whose members are the directors of the company and as such are the charitable trustees
The Office	The registered office of the Company
The Seal	The common seal of the Company
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month

In writing

Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form

- 1.3 Words in the singular form include the plural and *vice-versa*
- 1.4 The words "person" or "people" include corporations
- 1.5 Apart from the words defined above, any words or expression defined in the Act or any change to Act in force when these Articles become binding on the Company will have these same meanings in these Articles, provided they are consistent with the subject or context
- 1.6 Headings are not part of the Memorandum or Articles

2. The Constitution of the Company; Rights of Inspection by Members

- 2.1 The Company is established for the Objects shown in the Memorandum of Association
- 2.2 A copy of the Memorandum and Articles and any rules the Management Committee make must be available for inspection at the Office. Any member must be given a copy of these on payment of a reasonable fee fixed by the Management Committee.

3. Members

- 3.1 The number of members of the Company is unlimited
- 3.2 The Company must keep at the Office a register of members showing their name, address and date of membership
- 3.3 The register is available for inspection

- (c) Subject to any consents required by law to receive contributions from anyone through subscriptions or the running of a lottery or in any other way
- (d) To pay all the expenses and costs of the Company
- (e) To make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners

4.4 OTHER AGENCIES

- (a) To establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the objects of the Charity through trading and to establish the same either as wholly owned subsidiaries of the Charity or jointly with other persons, companies, government departments or local authorities and to finance the same if the Trustees see fit by way of secured loan or share subscription on commercial terms provided that the Charity shall seek professional legal advice before financing such companies.
- (b) To establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own
- (c) To purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Company is authorised to join, and perform any of their engagements
- (d) To transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join

- (e) To enter into any arrangements with any governments, authorities or any person, company or association, in the United Kingdom or otherwise, necessary to promote any of the Company's objects

4.5 INSURANCE

- (a) To insure any risks arising from the Company's activities
- (b) To pay out of the funds of the charity the cost of any premium in respect of indemnity insurance to cover the liability of the Management Committee (or any management committee member) 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 charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Management Committee (or any Management Committee member) knew was a breach of trust or was committed by those persons or person in reckless disregard of whether it was a breach of trust or not

4.6 INVESTMENT

- (a) To invest any money that the Company does not immediately need in any investments, securities or properties
- (b) To permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.
- (c) To delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:

- (i) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986;
- (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
- (iii) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers of the Company within 14 days and report regularly on the performance of investments managed by them;
- (iv) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
- (v) the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of twelve months shall not invalidate the delegation;
- (vi) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;

B. Activities specifically related to the Objects:

4.7 To undertake any charitable trust or any charitable agency business which may promote the Company's Objects

4.8 To establish short stay hostels for women described in Object (a).

- 4.9 To undertake initiatives in foreign countries.
- 4.10 To promote, encourage or undertake research, especially in relation to countries other than Great Britain, and disseminate the results of such research.
- 4.11 To produce, print and publish anything in written, oral or visual media in furtherance of the objects
- 4.12 To provide or procure the provision of counselling, education and guidance in furtherance of the objects
- 4.13 To promote and advertise the Company's activities
- 4.14 To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the Company

5. USE OF INCOME AND PROPERTY

The income and property of the Company must be applied solely towards promoting its Objects. None of it may be paid or transferred directly or indirectly to members of the Company in any way except as shown below under "Allowed Payments"

6. ALLOWED PAYMENTS

The Company may pay:

- (a) Reasonable and proper payment to any officer or servant of the Company who is not a Trustee for any services to the Company
- (b) Reasonable and proper remuneration to a Trustee for services actually

rendered to the Company including the usual 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, when instructed by the Company to act in a professional capacity on its behalf, PROVIDED THAT:

- (i) the number of Trustees so renumerated shall not exceed a minority of the quorum of the Trustees;
 - (ii) such Trustee shall be absent from all meetings at which the terms and conditions of his employment with the Committee are discussed;
 - (iii) such Trustee shall not vote on any resolution relating to his employment;
 - (iv) the other Trustees are satisfied that his employment, or that of his firm, is both necessary and expedient in the interests of the Company;
- (c) Reasonable out-of-pocket expenses to any member of the Management Committee
- (d) Reasonable and proper payment to a company of which a member of the Management Committee holds not more than a hundredth of the capital
- (e) Reasonable and proper rent of any premises demised or let by any member of the Company or its Management Committee

PROVIDED THAT no member of the Company or the Management Committee shall be present during the discussion of or voting on any decision to borrow from or pay rent to that member.

- (f) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum

- (g) Interest on money lent by any member of the Company or Trustee 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 Trustees.

7. ALTERATIONS TO THIS MEMORANDUM

- 7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 95% of the total number of members having the right to vote agree
- 7.2 Alterations may only be made to the objects of the Company or any clause of this Memorandum or articles which directs or restricts the way monies or the property of the Company may be used with the Charity Commission's prior written consent.
- 7.3 The Charity Commission and the Companies Registrar must be informed of alterations to the Memorandum and all future copies of the Memorandum issued must contain the alteration

8. LIMITED LIABILITY

The liability of the members is limited

9. GUARANTEE BY MEMBERS OF THE COMPANY

Every member of the Company agrees to contribute to the Company £1 or any smaller amount required if:

- (a) The Company is wound-up while he or she is a member of within a year afterwards; and

- (b) The Company has debts and liabilities which it cannot meet out of its assets

10. WINDING UP OF THE COMPANY

10.1 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Company and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by this Memorandum of Association

10.2 The institutions will be chosen by the members of the Company at or before the time when the Company is wound-up or dissolved.

11. SUBSCRIBERS

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association

Signatures, addresses and occupations of subscribers

Prudence Stevenson. Retired.
87. Gt Titchfield St. London W1.W6RL.

X PRUDENCE STEVENSON

Dated this 6 day of August 2002

Witness to the above signatures

Name E L Smith

Address 13 Roman Way Enfield EN1 1EG

Occupation Company Secretary