

FILE COPY



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

Company No. 4913606

The Registrar of Companies for England and Wales hereby certifies that  
THEATRE FOR A CHANGE 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 26th September 2003



\*N04913606G\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

Company Number: 4913606

## THEATRE FOR A CHANGE LIMITED

### WRITTEN RESOLUTIONS

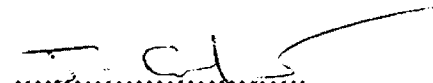
We, the undersigned, being all of the members of the above-named Company entitled to attend and vote at an extraordinary general meeting of the Company, hereby resolve that the following resolutions be passed as written resolutions in accordance with s381A of the Companies Act 1985 and they shall be as valid and effective as if they had been passed as special resolutions at an extraordinary general meeting of the Company duly convened and held:

### RESOLUTIONS

1. **THAT** the Memorandum of Association contained in the printed document attached to these Resolutions and marked "A" for the purposes of identification are approved and adopted as the Memorandum of Association of the Company in substitution for and to the entire exclusion of the existing Memorandum of Association of the Company.
2. **THAT** the current Article 59 of the Articles of Association of the Company shall be amended so that with effect from the date of these Resolutions it shall read:

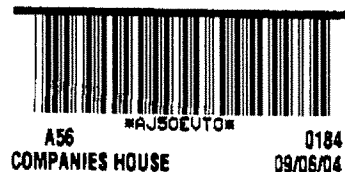
"59 Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles."

  
Julia Farrington

  
Jonathan Confino

Date... 3/6/04 .....

Date... 5/6/04 .....



**A**

# **MEMORANDUM OF ASSOCIATION**

**OF**

## **THEATRE FOR A CHANGE LIMITED**

**Adopted by written resolution dated 5 June 2004**

1. The Company's name is THEATRE FOR A CHANGE LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
  - 3.1 The preservation and protection of good health, in particular but not exclusively in Africa using the arts as a medium of communication, including but not limited to the arts of drama, mime, dance, singing and music; and
  - 3.2 Such other charitable purposes as the trustees at their absolute discretion shall decide.
4. In furtherance of the said objects but not further or otherwise to do all or any of the following things:-
  - 4.1 To purchase, lease or otherwise acquire buildings or land or any estate or interest therein.
  - 4.2 Subject to such consents as are required by Law to sell, let on lease or tenancy, exchange, mortgage or otherwise dispose of buildings or land or any estate or interest therein.
  - 4.3 To repair, renovate, restore, rebuild, convert, alter and extend any building or land.
  - 4.4 To buy or otherwise acquire furniture, artefacts, works of art and other articles and equipment for use or exhibition in connection with any buildings or land, and to sell, lease or otherwise dispose of any such furniture, artefacts, works of art, articles or equipment.
  - 4.5 To make such arrangements as are necessary to enable the public to view and enjoy any buildings and the exhibitions therein (whether free or at a charge).
  - 4.6 By publishing books, pamphlets or leaflets or in any other appropriate manner gratuitously or otherwise to make known to the public the existence of the company.
  - 4.7 To undertake and execute any business of a charitable Company.
  - 4.8 To co-operate with other charitable organisations having similar objects and to establish, promote or assist such charitable organisations.

- 4.9 To purchase, acquire or undertake all or any of the property, liabilities and engagements of such charitable organisations and institutions with which the Company may co-operate or federate.
- 4.10 To co-operate with any local or public authority or other body concerned to achieve the object of the Company.
- 4.11 To establish public libraries and information retrieval systems and the publications, issue and dissemination by all means of communication of literary and artistic material of an education nature.
- 4.12 To present, promote, organise, provide, manage and produce such seminars, conferences, lectures, exhibitions and concerts.
- 4.13 Subject to Clause 5 hereof to enter into any carry out contracts and in particular to enter into agreements and engagements with administrators, researchers, lecturers, authors, producers, artists, artistes and composers and other persons and retain advisors and to reimburse such persons and advisers by salaries or fees.
- 4.14 To co-operate with manufacturers, dealers, traders, the press and other sources of publicity for the purpose of promoting the objects of the Company.
- 4.15 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise provided that the Company shall not undertake any permanent trading activity in raising funds for its primary objects.
- 4.16 To take and accept any gifts of property of any description whether subject to any special conditions or not, for the purposes of the Company.
- 4.17 Subject to such consents as may be required by law from time to time and subject as hereinafter provided, to borrow or raise money and to execute and issue security as the Company shall think fit including mortgages, charges or securities over the whole or any part of its assets, present or future.
- 4.18 To draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable or mercantile instruments, for the purpose of or in connection with the objects of the Company.
- 4.19 To invest and deal with the moneys of the Company not immediately required in such manner as the Company may from time to time determine 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 provided.
- 4.20 Subject to Clause 5 hereof to employ and remunerate staff; to employ and remunerate agents; and to pay or provide pensions and similar benefits to the staff of the Company and their dependents.
- 4.21 To pay out of funds of the Company the costs of forming and registering the Company.
- 4.22 To do all such other lawful things as shall further the attainment of the objects of the Company.

PROVIDED that:

- 4.23 In case the Company shall take or hold any property which may be subject to any Companies, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such Companies.
- 4.24 The objects of the Company shall not extend to the regulation of relations between workers and employers and organisations of workers and organisations of employers.
- 4.25 In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Secretary of State for Education and Science, the Company shall not sell mortgage charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property, the members of the Council of Management or Governing Body of the Company shall be chargeable for any such property that may come into its 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 have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division the Charity Commissioners or the Secretary of State for Education and Science over such Council of Management or Governing Body but they shall, as regards any such property, be subject jointly and severally to such control or authority as if the Company were not incorporated.
5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly, by way of dividend bonus or otherwise howsoever by way of profit, to the members of the Company.

PROVIDED that nothing herein shall prevent the payment in good faith of reasonable and property remuneration to any officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate per annum not exceeding 2% less than the base lending rate prescribed by a clearing bank selected by the Council on money lent or reasonable and proper rent for premises demised or let by any member of the Company; but so that no member of the Council of Management or Governing Body shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Council or Governing Body, except repayment of reasonable and proper out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company, provided that the provisions last aforesaid shall not apply to any payment to any Company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payments of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the contributories among themselves, such and for the amount as may be required not exceeding One pound.

8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction all its debts liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects which are similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.
9. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of property and goods by the Company and of the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

# ARTICLES OF ASSOCIATION

## OF

### THEATRE FOR A CHANGE LIMITED

#### DEFINITIONS AND INTERPRETATION

1. In these Articles:

"the Act" means	the Companies Act 1985;
"the Council" means	the Management committee of the Company;
"the Seal" means	the common seal of the Company;
"the Secretary" means	any person appointed to perform the duties of the Secretary of the Company;
"the United Kingdom" means	Great Britain and Northern Ireland;

2. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

3. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which these Articles became binding on the Company.

#### OBJECTS

4. The Company is established for the objects expressed in the Memorandum of Association.

#### MEMBERS

5. The following persons and none others shall be members of the Company:

(A) Such persons as subscribed to the Memorandum and Articles of Association before the registration thereof.

(B) Such other persons or corporations as may desire to be admitted to membership and who may be elected by the Council to be members of the

Company.

In these presents the expression "Corporation" shall be deemed to include any body corporate, any county, local or other public authority and any unincorporated association whom the Council may elect to membership.

6. Any election of a person to be a member of the Company under the provisions of Article 5 Sub-Article (B) shall conform to the following regulations and conditions:-

(1) Such persons must be proposed for election by a member of the Council and fourteen days' notice shall be given to the members of the Council for the meeting at which it is intended to propose such persons for election, stating the object of the meeting, the name and address of the person to be proposed and the name of the member of the Council proposing such person.

(2) Such person must sign and deliver to the Company an application for admission to membership framed in such terms as the Council shall require.

In the event of such person being elected in accordance with the above regulation he shall be entered as a member of the Company on the Register.

7. Any member may terminate his membership of the Company by notice in writing served on the Company and thereupon he shall be deemed to have resigned and his name shall be removed from the Register of members.

8. If any member shall fail in the observance of these Articles or of any regulations of the Council made under any powers vested in them or for other sufficient reason the Council may convene an Extraordinary General Meeting of the Company for the purpose of considering an extraordinary resolution for the expulsion of such member and on such extraordinary resolution being passed the name of such member shall be removed from the Register of members, and he shall thereupon cease to be a member.

#### GENERAL MEETINGS

9. A general meeting of the Company shall be held in every calendar year as its Annual General Meeting at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as the Council shall appoint Provided that so long as the Company shall hold its first Annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year.

10. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

11. The Council may, when they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall be convened on such requisition or, in default, may be convened by such requisitionists as provided by Section 368 of the Act.

12. Subject to the provisions of Section 378 (2) & (3) of the Act relating to Special Resolutions, and to the provisions of Section 369 of the Act relating to Annual General Meetings, fourteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) specifying the place, the day and the hour of meeting, and in case of special business the general nature or such business, shall be given to the members in manner hereinafter mentioned, or in

such other manner (if any) as may be prescribed by the Company in General Meeting; but with the consent of all the members entitled to receive notice thereof or of such proportion thereof as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members think fit. The accidental omission to give notice to any member, or the non-receipt by any member of such notice, shall not invalidate the proceedings of any General Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

13. The business of an Annual General Meeting shall be to receive and consider the accounts and balance sheets and the reports of the Council and Auditors, to elect members of the Council in place of those retiring and also additional members of the Council, and to elect Auditors and fix their remuneration. All other business transacted at an Annual General Meeting shall be deemed special.

14. No business shall be transacted at any General Meeting, except the adjournment of the meeting, unless a quorum of members is present at the time when the meeting proceeds to business, and such quorum shall consist of not less than two members personally present.

15. If within fifteen minutes from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum be not present within fifteen minutes from the time appointed for the meeting, the member or members present shall be deemed to be a quorum and may do all business which a full quorum might have done.

16. The Chairman (if any) of the Council, or in his absence the Vice Chairman (if any) shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman or Vice Chairman, or if any meeting he be not present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of the members of the Council present to be Chairman, or if no member of the Council be present and willing to take the Chair, the members present shall choose one of their members to be Chairman.

17. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.

18. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three members present in person or by proxy, or by a member or members present in person or by proxy and representing one-fifth of the total voting rights, of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting 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 minute book of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be

withdrawn.

19. Subject to the provisions of the next succeeding Articles, if a poll be demanded in manner aforesaid it shall be taken at such time and place and in such manner as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

21. In the case of any equality votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

22. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business in addition to the question on which a poll shall have been demanded.

#### VOTES OF MEMBERS

23. Every member shall have one vote.

24. (a) Save as herein expressly provided, no person other than a member duly registered shall be entitled to be present or to vote on any question, either personally or by proxy or as proxy for another member at any General Meeting.

(b) Any corporation which is a member of the Company may by resolution of its governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same voting powers on behalf of the corporation he represents as that corporation could have exercised if it were a personal member of the Company. A corporation represented at a meeting by its authorised representative shall be deemed for all purposes to be present in person. A copy of the resolution appointing its representative which shall be certified as a correct copy by the Chairman or another recognised officer of the governing body of a corporation, shall be conclusive evidence of such appointment.

25. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but the representative of a corporation may vote on a show of hands. Except in the case of a corporation, no person shall act as a proxy who is not entitled to be present and vote in his own right.

26. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing.

27. The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the office or at such other place within the United Kingdom as is specified for the purpose in the notice convening the meeting, at least forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposed to vote, otherwise the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

28. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received at the office or other place as aforesaid one hour at least before the time fixed for holding the meeting.

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

"I

of

a member of.....

(hereinafter called "the Company") and entitled to one vote, hereby appoint

of

another member of the Company, and failing him

of

another member of the Company to vote for me and on my behalf of at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the.....day of.....and at any adjournment thereof.

As Witness my hand this.....20...

#### COUNCIL OF MANAGEMENT

30. The affairs of the Company shall be managed by the council. The number of the members of the Council shall not be less than 2.

31. The members of the Council may be:-

(A) The Subscribers to the Memorandum of Association and

(B) Such other persons (being members of the Company) as shall from time to time be elected thereto by the Council or by the members of the Company in General Meeting.

Provided that no person who is employed by the Company and receiving any salary, fees, remuneration or other benefit in money or money's worth from the Company (save as permitted by clause 4 of the Memorandum of Association) shall be eligible for membership of the Council.

All members of the Council shall serve for three years from the date of his or her election but at the time of expiration of his or her term of office shall be eligible for re-election. A member of the Council shall be entitled to resign his or her appointment on giving to the Secretary not less than one month's notice in writing to that effect.

## PROCEEDINGS OF THE COUNCIL OF MANAGEMENT

32. The Council may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.

33. A member of the Council may, and on the request of a member of the Council the Secretary shall, at any time, summon a meeting of the Council by notice served upon the several members of the Council. A member of the Council who is absent from the United Kingdom and who has no registered address in the United Kingdom shall not be entitled to notice of a meeting.

34. The Council shall from time to time elect a Chairman and Vice Chairman and the Chairman (or failing him the Vice Chairman) shall be entitled to preside at all meetings of the Council at which they shall be present, but if no such Chairman or Vice Chairman be elected or if at any meeting the Chairman or Vice Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Council shall choose one of their members to be chairman of the meeting.

35. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Council generally.

36. The Council may delegate any of their powers to committees consisting of such member or members of the Council as they think fit, and any committee so formed shall in the execution of the powers so delegated conform to any regulations imposed on it by the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superceded by any regulations made by the Council as aforesaid and all acts and proceedings of such committees shall be reported back fully to the Council as soon as possible.

37. All acts bona fide done by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of continuance in office of any such member or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council.

38. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the names of the Council members present at each Council meeting and of the proceedings of all meetings of the Company and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

39. A resolution in writing signed by all the members for the time being of the Council or of any committee of the Council who are duly entitled to receive notice of a meeting of the Council or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.

## POWERS OF THE COUNCIL

40. The management of the business and the control of the Company shall be vested in the Council, who, in addition to the powers and authorities conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by the Act expressly directed or required to be exercised or done by the Company in General Meeting. At meetings of the Council, each member of the Council shall have one vote only, except that in the case of equality of votes the Chairman shall, in addition have a second or casting vote.

41. The members for the time being of the Council may act notwithstanding any vacancy in their body, provided always that if at any time the members of the Council be reduced in number below the minimum prescribed by these presents, it shall be lawful for the members available to act as the Council for the purpose of admitting persons to membership of the Company, filling up vacancies in their body or of summoning a General Meeting but for no other purpose.

42. The Council may at any time appoint any person to be a member of the Council either to fill a casual vacancy or as an addition to the existing membership (but not so as to exceed the maximum number of members prescribed by these presents). Any person so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election but shall not be taken into account in determining the number of members of the Council who are to retire by rotation at such meeting.

43. Without prejudice to the general powers conferred by Article 40 and to the other powers and authorities conferred as aforesaid, it is hereby expressly declared that the Council shall be entrusted with the following powers, namely:

### PARTICULAR POWERS

(1) To pay the costs, charges and expenses preliminary and incidental to the formation and establishment of the Company and matters incidental thereto.

(2) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they may think fit.

(3) To raise or borrow money for the purposes of the Company from any person, corporation or other body and may with the approval of the Charity Commissioners for England and Wales secure the repayment of the same together with any interest and premium thereon, by Mortgage or charge upon the whole or any part of the assets and property of the Company, present and future, and to issue bonds, debentures, or debenture stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, and in connection therewith to take out and keep on foot sinking fund or redemption policies.

(4) At their discretion to pay for any property or rights acquired by or services rendered to the Company either wholly or partially in cash or in bonds, debentures, or other securities of the Company.

(5) With the approval aforesaid to secure the fulfilment of any contracts or engagements entered into by the Company by Mortgage or charge of all or any of

the property and rights of the Company or in such manner as they may think fit.

(6) To appoint and at their discretion, remove or suspend such officers and other staff for permanent, temporary or special services as they may from time to time think fit, and to determine their duties and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.

(7) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

(8) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.

(9) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(10) To determine who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.

(11) From time to time to make all such regulations and bye-laws as they think proper with regard to the affairs and concerns of the Company, and from time to time to repeal and alter the same or make others in lieu thereof as may seem expedient. Provided that the same do not contravene any of the provisions herein contained, and provided that no bye-laws or regulations shall be made under this power which would amount to such an addition to or modification of the Articles of Association as could only legally be made by a Special Resolution passed in accordance with the provisions of Section 378 of the Act.

44. The Company may from time to time by ordinary resolution increase or reduce the number of members of the Council, and may also determine in what rotation the increased or reduced number is to go out of office.

45. The Company may by ordinary resolution, of which special notice has been given in accordance with section 379 of the Act, remove any member of the Council before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such member.

46. The Company may by ordinary resolution appoint another person in place of a member of the Council removed from office under the immediately preceding Article. Without prejudice to the powers of the Council under Article 42 the Company in General Meeting may appoint any person to be a member of the Council either to fill a casual vacancy or as an additional member. The person appointed to fill such vacancy shall be subject to retirement at the same time as if he had become a member of the Council on the day on which the member in whose place he is appointed was last elected as a member.

#### DISQUALIFICATION OF MEMBERS OF THE COUNCIL

47. The office of a member of the Council shall be vacated:-

(A) If he becomes bankrupt or insolvent or compounds with his creditors.

- (B) If he becomes of unsound mind.
- (C) If he be convicted of an offence the commission of which by a member of the Council could bring the Company into disrepute.
- (D) If he is requested in writing by a majority of his fellow members of the Council to resign.
- (E) If he gives to the Council one month's notice in writing to the effect that he resigns his office.
- (F) If he ceases to be a member by virtue of Section 293 of the Act.

48. A member of the Council who is in any way, whether directly or indirectly interested in a contract or proposed contract, arrangement, or dealing with the Company, shall declare the nature of his interest at a Meeting of the Council, and subject thereto and subject to the right of the remaining members of the Council to resolve that he withdraw and not vote on the particular matter, he may be counted in the quorum present at any meeting of the Council whereat such contract, arrangement or dealing with the Company is considered or entered into and may vote in respect thereof.

#### SECRETARY AND TREASURER

49. The Secretary and Treasurer shall be appointed by the Council on such terms as to length of service, remuneration and generally as the Council may think fit and the Council may remove any Secretary or Treasurer so appointed. The provisions of section 283 and 284 of the Act shall be observed. The Council may from time to time appoint a deputy or assistant Secretary who may act in the place of the Secretary if there be no Secretary or no Secretary available to act or capable of acting.

#### THE SEAL

50. The seal of the Company shall not be affixed to any instrument except by the express authority of a resolution of the Council or of a committee of the Council empowered thereto, and in the presence of two members of the Council and of the Secretary or such person other than the Secretary as the Council may appoint for the purpose, and such members of the Council and the Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

#### INCOME OF THE COMPANY

51. The income of the Company shall be applied solely towards the promotion of all or any of the objects of the Company as set forth in the Company's Memorandum of Association as the Council may from time to time think fit with power to the Council to create a reserve fund or reserve funds to be applicable for any such purposes, and, if the Council shall think fit, also to apply all or any part of the reserve fund appropriated to any particular purpose to any other one or more of such purposes, and, pending any such application, any reserve fund may at the discretion of the Council either be employed in the business of the Company or be invested from time to time in such investment as the Company may think fit.

## ACCOUNTS

52. The Council shall cause proper books of account to be kept:-

- (a) Of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place.
- (b) Of all sales and purchases of property and goods by the Company.
- (c) Of the assets and liabilities of the Company.

Proper books of account shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

53. The books of account shall be kept at the office or, subject to Section 227 of the Act, at such other place or places as the Council may determine, and shall always be open to the inspection of the Council. The Council may from time to time by resolution determine whether and to what extent and at what times and places and on what conditions the books and accounts of the Company or any of them shall be open to the inspection of the members not being members of the Council, and the members shall have only such rights of inspection as are given to them by the Act or by such Resolution as aforesaid.

54. At the Annual General Meeting in every year the Council shall lay before the Company an income and expenditure account for the period since the preceding account, or in the case of the first account since the incorporation of the Company, made up to date not more than six months before such meeting. A balance sheet as at the date to which income and expenditure account is made up, shall be made out and laid before the Company at the Annual General Meeting. Every such balance sheet shall be accompanied by proper reports of the Council and the Auditors. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report, shall, twenty one clear days previously to such meeting, be sent to the Auditor and every member entitled to receive notices of the General Meeting in the manner in which notices are hereinafter directed to be served.

## AUDIT

55. Auditor's shall be appointed and their duties regulated in the manner provided by Sections 384 to 392 (inclusive) of the Act or any statutory modification thereof for the time being in force, and for this purpose the said sections shall have effect as if "member of the Council" and "the Council" were substituted for "Director" and "the Directors" respectively.

## NOTICES

56. A notice may be served by the Company upon any member either personally or by sending it through the post addressed to such member at his registered address.

57. No member shall be entitled to have a notice served on him at any address not within the United Kingdom, and any member whose registered address is not within the United Kingdom may by notice in writing require the Company to register an address within the United Kingdom which for the purpose of the service of notices, shall be deemed to be his registered address. Any member not having a registered address within the United

Kingdom, and not having given notice as aforesaid, shall be deemed to have received in due course any notice which shall have been displayed in the office and shall remain there for the space of forty eight hours, and such notice shall be deemed to have been received by such member at the expiration of twenty four hours from the time when it shall have been so first displayed.

58. Any notice if served by post shall be deemed to have been served at the expiration of forty eight hours after the same shall have been posted, and in providing such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put into the post office or into any post box subject to the control of the Postmaster General.

#### DISSOLUTION

59. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

#### HEADINGS

60. The headings of these Articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.

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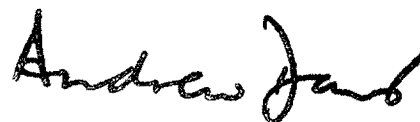
NAMES AND ADDRESSES OF SUBSCRIBERS

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SDG SECRETARIES LIMITED  
120 EAST ROAD  
LONDON N1 6AA

A handwritten signature in cursive script, appearing to read "L. Spencer".

SDG REGISTRARS LIMITED  
120 EAST ROAD  
LONDON N1 6AA

A handwritten signature in cursive script, appearing to read "Andrew Jamb".

Dated 25 September 2003

Witness to the above signatories:-

LYN BOND  
120 EAST ROAD  
LONDON N1 6AA

A handwritten signature in cursive script, appearing to read "Lyn Bond".