

Number of Company } 1133599//

THE COMPANIES ACTS 1948 to 1967

Declaration of Compliance with the requirements
of the Companies Act 1948 on application for
registration of a Company

(Pursuant to Section 15(2) of the Companies Act 1948)

Insert the Name of the Company { REDCLIFFE SCHOOL TRUST LIMITED

Presented by Presentor's Reference... NB.

DAWSON & CO.

2, NEW SQUARE.

LINCOLN'S INN,
LONDON, WC2A 3RZ.

I, NEVIL JAMES BARKER

of 2, NEW SQUARE,

LINCOLN'S INN,

LONDON, WX2A 3RZ.

Do solemnly and sincerely declare that I am (a)..... a Solicitor of the

Supreme Court engaged in the formation

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor")" engaged
"in the formation"
or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary".

of REDCLIFFE SCHOOL TRUST

.....Limited

and that all the requirements of the Companies Act 1948 in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 1, New Square
Lincoln's Inn, London, W.C.2

the 26th day of August

one thousand nine hundred and
seventy three.

NJ Barker

Before me,

[Signature]

A Commissioner for Oaths (b)

(b) Or
"Notary Public or
"Justice of the
"Peace, as the case
"may be".

1133599/2

THE COMPANIES ACTS 1948 TO 1967

Printed by guarantee 9

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Memorandum of Association

OF

REDCLIFFE SCHOOL TRUST LIMITED

1. The name of the Company (hereinafter called "the Trust") is "REDCLIFFE SCHOOL TRUST LIMITED".
2. The registered office of the Trust will be situate in England.
3. The objects for which the Trust is established are to promote and provide for the advancement of education and in connection therewith to conduct carry on acquire and develop in the United Kingdom any boarding or day school or schools for the education of children of either sex or both sexes and as ancillary thereto:—
 - (A) To acquire carry on and develop the School undertaking at present carried on by Lady D. M. H. Edwards as a Preparatory School for Girls and a Pre-Preparatory School for Girls and Boys at 47 Redcliffe Gardens London SW10 and to acquire any premises for the purpose of carrying on such undertaking.
 - (B) To provide all appropriate books and equipment and boarding and other accommodation for teachers and students at any school belonging to the Trust.
 - (C) To offer scholarships, exhibitions, prizes and rewards and to make grants and allowances to students or prospective students at any school belonging to the Trust.
 - (D) To offer scholarships and exhibitions and to make grants and allowances to any student or past student of any school belonging the Trust for the purpose of proceeding to any university or other educational establishment.

M10



- (E) To make grants and allowances to any person engaged in the teaching profession for the purpose of training at any university or other educational establishment or attending any other training course whatsoever.
- (F) To provide playing fields, games, courts, recreation grounds and buildings, swimming baths and other accommodation in connection with sports, games and pastimes of all kinds at any school belonging to the Trust.
- (G) To provide facilities for recreation and other leisure time occupation for children in the interests of their social welfare within the meaning of the Recreational Charities Act 1958 and as therein limited.
- (H) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Trust in the shape of donations annual subscriptions or otherwise.
- (I) To print and publish any newspapers magazines periodicals books or leaflets for the promotion of the objects of the Trust.
- (J) To carry on farming, dairy and poultry farming, stock breeding, market gardening, fruit farming and nurseries on any property of the Trust for the purpose of providing and supplying any school or schools of the Trust.
- (K) To act as Trustees, Governors or managers of any real or personal property given or held upon trust for Charitable Educational purposes.
- (L) To accept gifts of any real or personal property for the general purposes of the Trust or for any particular purpose thereof.
- (M) To hold any securities or shares of, and to manage and conduct, any corporation or company which carries on or intends to carry on any such school or schools as aforesaid.
- (N) To promote any charitable company or trust for the purpose of carrying on any school or schools, whether or not belonging to the Trust.

- (o) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which are necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary for the work of the Trust.
- (p) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust as may be thought necessary with a view to the promotion of its objects.
- (q) To borrow or raise money for the purposes of the Trust on such terms and on such security (if any) as may be thought fit and in particular by the issue of debentures or debenture stock charged upon all or any of the Trust's property.
- (r) To invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but subject nevertheless to such conditions (if any) and with such sanction (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (s) To amalgamate, affiliate or co-operate with and subscribe to any association, society or corporation whose objects shall be both charitable and educational and to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any such association, society or corporation.

PROVIDED that the Trust shall not amalgamate, affiliate with or subscribe to any association, society or corporation which shall not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Trust under or by virtue of Clause 4 hereof.

- (t) To grant pensions and retirement benefits to or for employees or former employees of the Trust and to the widows, children and other dependants of deceased employees who are in necessitous circumstances; and to pay or subscribe to funds or schemes for the provision of pensions and retirement benefits for employees and former employees of the Trust, their widows, children and other dependants.

- (v) To do all such other lawful things as are necessary to the attainment of the above objects or any of them.

PROVIDED that:—

- (i) The Trust exists only for purposes which are both charitable and educational and notwithstanding anything hereinbefore contained nothing shall be an object of the Trust which is not both a charitable and an educational object.
- (ii) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (iii) The objects of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iv) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science the Trust 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 Governing Body of the Trust shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Governing Body have been if no incorporation had been effected, and the incorporation of the Trust 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 Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated.

4. The income and property of the Trust, whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in this Memorandum of Association, and no

portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Trust.

PROVIDED that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Trust or to any member of the Trust in return for any service actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding two per cent. per annum above the Base Rate for the time being of the Trust's principal bankers (being a Joint Stock Bank) or nine per cent. per annum (whichever is the higher) on money lent or reasonable and proper rent for premises demised or let by any member to the Trust; but so that no member of the Governing Body of the Trust shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any member of such Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid in money lent or reasonable and proper rent for premises demised or let to the Trust; provided that the provisions last aforesaid shall not apply to any payment to any company of which a member of the 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.

5. The liability of the members is limited.

6. Every member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

7. If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Trust, but shall after due provision has been made for the continuance of any pensions or allowances to retired employees of the Trust in accordance with any pension scheme for the time being in force at the date of liquidation, be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Trust, 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

Trust under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Trust 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 being also an educational object.

8. True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Trust and of the property, credits and liabilities of the Trust; 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 Trust 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 Trust 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.

9. No alteration or addition shall be made to the Memorandum of Association without the prior consent in writing of the Secretary of State for Education and Science until the coming into force of Section 1 (1) (a) of the Education Act 1973 and thereafter of the Charity Commissioners.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Jusan Gordon Caff Webster
19 FAVART ROAD
LONDON S.W. 6

Teacher

David Shaffer.
2 Priory Walk S.W.10.

child Psychiatrist.

Stephanie Fieny
19. Warrick Sq. S.W.1.

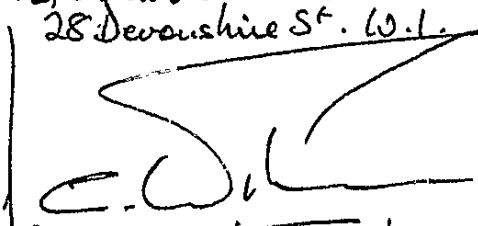
Principal Queen's College.

JAMMIE RAZ
17 Deans Yard
SW1P 3PB

Head Master.

Old Caldwell
16 Basilton Court,
28 Devonshire St. W.1.

Chartered Accountant


7 Hestercombe Ave S.W.6.

Editor. The
Chico Quarterly.

William De Moray
15 GLOUCESTER WALK, LONDON W8.

Banker.

DATED this 20th August, 1973.

WITNESS to the above Signatures:—

N J Barker
2 New Square
Lincoln's Inn
London W.C. 2
Solicitor.

THE COMPANIES ACTS 1948 TO 1967

*COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL*

Articles of Association

OF

REDCLIFFE SCHOOL TRUST LIMITED

GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

WORDS	MEANINGS
The Act ...	The Companies Act, 1948.
The Acts ...	The Companies Acts 1948 to 1967.
These presents ...	These Articles of Association and the regulations of the Trust from time to time in force.
The Trust ...	Redcliffe School Trust Limited.
The Governing Body ...	The Governing Body for the time being of the Trust.
The office ...	The registered office of the Trust.
The Seal ...	The Common Seal of the Trust.
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 modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number, and *vice versa*.

Words importing the masculine gender only shall include the feminine gender, and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Trust shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of members with which the Trust proposes to be registered is fifty, but the Governing Body may from time to time register an increase of members.

3. The provisions of Section 110 of the Act shall be observed by the Trust, and every Member of the Trust shall either sign a written consent to become a member or sign the Register of Members on becoming a member.

4. The Trust is established for the purposes expressed in the Memorandum of Association.

5. The subscribers to the Memorandum of Association and such other persons as the Governing Body shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Trust.

6. No person shall be admitted a member of the Trust unless he is first approved of by the Governing Body and the Governing Body shall have absolute discretion as to the admission of any person. Where any person desires to be admitted to membership of the Trust he must first sign and deliver to the Trust an application for admission framed in such terms as the Governing Body shall require.

7. A person may terminate his membership of the Trust by giving to the Trust notice in writing to that effect in such form as the Governing Body shall require.

GENERAL MEETINGS

8. The Trust shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Governing Body, and shall specify the meeting as

such in the notices calling it, provided that every General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding meeting and that so long as the Trust holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

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

10. The Governing Body may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 132 of the Act.

11. Twenty one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution and fourteen days' notice in writing at least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Trust; but with the consent of all the members entitled to receive notices 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 may think fit.

12. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Governing Body and of the Auditors, the election of members of the Governing Body in the place of those retiring (if and when members of the Governing Body shall be subject to election) and the appointment of, and the fixing of the remuneration of the Auditors.

14. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided three members personally present shall be a quorum.

15. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on 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, or at such other place as the Governing Body may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.

16. The Chairman (if any) of the Governing Body shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Governing Body, or if no such member be present, or if all the members of the Governing Body present decline to take the chair, they shall choose some member of the Trust who shall be present to preside.

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 a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an 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 tenth 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 Trust shall be conclusive evidence of the fact without proof of the number or pro-

portion 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 Article 20, 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 an equality of 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 of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

23. Subject as hereinafter provided, every member shall have one vote.

24. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every sum (if any) which shall be due and payable to the Trust in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

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 a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative as provided by Section 139 of the Act. A proxy need not be a member.

26. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its Common Seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

27. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll, and in default 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 or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

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

REDCLIFFE SCHOOL TRUST LIMITED

“I, _____, a member of
 “of _____, a member of
 “REDCLIFFE SCHOOL TRUST LIMITED HEREBY APPOINT
 “ _____ of
 “ _____ and failing him
 “ _____ of
 “ _____ to vote for me and
 “on my behalf at the [Annual or Extraordinary, or Adjourned, as the
 “case may be] General Meeting of the Trust to be held on the
 “day of _____, and at every adjournment
 “thereof.

“AS WITNESS my hand this _____ day of _____ 19 ____ ”
 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

THE GOVERNING BODY

30. Until otherwise determined by a General Meeting, the number of the members of the Governing Body shall not be less than seven nor more than thirty.

31. The members of the Governing Body shall be:—

- (a) INETTE LOTTE EDITH AUSTIN-SMITH,
 A.A.(Diploma), F.R.I.B.A., F.S.I.A.
 WILFRID MOORES CALDWELL, M.A., F.C.A.
 STEPHANIE CONSTANCE PHOEBE FIERZ, B.Sc.
 PETER JOHN CHARLES MORAY
 SIR (WALTER) CHARLES NORTON, M.B.E., M.C.
 DR. JOHN MALCOLM RAE, M.A., Ph.D.
 DAVID SHAFFER, M.B., M.R.C.P., D.P.M.
 SUSAN GORTON SCARFF WEBSTER, B.A.
 DAVID CLIVE WILSON, M.A.

and

- (b) Such other persons (being members of the Trust) as shall from time to time be elected thereto by the Governing Body.

PROVIDED that no person who is a headmaster or assistant master of a School owned by the Trust and no person who is otherwise in receipt of a salary, fees, remuneration or other benefit, in money or money's worth from the Trust (save as permitted by Clause 4 of the Memorandum of Association) shall be eligible for membership of the Governing Body.

32. Section 185 of the Act (as to retirement of Directors under age limit) shall apply to members of the Governing Body.

ROTATION OF MEMBERS OF THE GOVERNING BODY

33. At the first Annual General Meeting of the Trust and at the Annual General Meeting in every subsequent year one-third of the Governing Body for the time being, or, if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office. The members of the Governing Body 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 Governing Body on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring member of the Governing Body shall be eligible for re-election.

POWERS OF THE GOVERNING BODY

34. The business of the Trust shall be managed by the Governing Body who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Trust as they think fit, and may exercise all such powers of the Trust, and do on behalf of the Trust, all such acts as may be exercised and done by the Trust, and as are not by Statute or by these presents required to be exercised or done by the Trust in General Meeting, subject nevertheless to any regulations of these presents to the provisions of the Statutes for the time being in force, and affecting the Trust and to such regulations, being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Trust in General Meeting but no regulation made by the Trust in General Meeting shall invalidate any prior act of the Governing Body which would have been valid if such regulation had not been made.

PROVIDED that:—

- (a) The Governing Body shall not deliberate upon or negotiate the acquisition of nor shall the Trust acquire whether by purchase or gift or otherwise any school of which a member for the time being of the Governing Body is the proprietor or one of the proprietors or in which he is financially interested; and
- (b) The Governing Body shall not deliberate upon or negotiate nor shall the Trust make or execute any service agreement with a headmaster or assistant master or other person who is for the time being a member of the Governing Body.

35. The members for the time being of the Governing Body may act notwithstanding any vacancy in their body; provided always that in case the members of the Governing Body shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Governing Body for the purpose of admitting persons to membership of the Trust filling up vacancies in their body or of summoning a General Meeting, but not for any other purpose.

SECRETARY

36. The Secretary shall be appointed by the Governing Body for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 177 and 179 of the Act shall apply and be observed. The Governing Body may from time to time by

resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

THE SEAL

37. The Seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Governing Body and in the presence of at least two members of the Governing Body and of the Secretary, and the said members and Secretary shall sign every instrument to which the Seal shall be so affixed in their presence and in favour of any purchaser or person *bona fide* dealing with the Trust such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE GOVERNING BODY

38. The office of a member of the Governing Body shall be vacated:—

- (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
- (B) If he becomes of unsound mind.
- (C) If he ceases to be a member of the Trust.
- (D) If by notice in writing to the Trust he resigns his office.
- (E) If he ceases to hold office by reason of any order made under Section 188 of the Act.
- (F) If he is removed from office by a resolution duly passed pursuant to Section 184 of the Act.
- (G) If he ceases to be a member by virtue of Section 185 of the Act.

PROCEEDINGS OF THE GOVERNING BODY

39. The Governing Body 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. Unless otherwise determined three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

40. A member of the Governing Body may, and on the request of a member of the Governing Body the Secretary shall at any time, summon a meeting of the Governing Body by notice served upon the several members of the Governing Body.

A member of the Governing Body 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.

41. The Governing Body shall from time to time elect a chairman who shall be entitled to preside at all meetings of the Governing Body at which he shall be present, and may determine for what period he is to hold office, but if no such chairman be elected or if at any meeting the chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Governing Body shall choose one of their number to be chairman of the meeting.

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

43. The Governing Body may delegate any of their powers to committees consisting of such member or members of the Governing Body 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 Governing Body. 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 Governing Body so far as applicable and so far as the same shall not be superseded by any regulations made by the Governing Body as aforesaid.

44. All acts *bona fide* done by any meeting of the Governing Body or of any committee of the Governing Body or by any person acting as a member of the Governing Body shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or 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 Governing Body.

45. The Governing Body shall cause proper minutes to be made of all appointments of officers made by the Governing Body and of the proceedings of all meetings of the Trust and of the Governing Body and of committees of the Governing Body, 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.

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

ACCOUNTS

47. The Governing Body shall cause proper books of accounts to be kept with respect to:—

- (A) All sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place.
- (B) All sales and purchases of goods by the Trust; and
- (C) The assets and liabilities of the Trust.

Proper books 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 affairs of the Trust and to explain its transactions.

48. The books of account shall be kept at the office, or subject to Section 147 (3) of the Act, at such other place or places as the Governing Body shall think fit, and shall always be open to the inspection of the members of the Governing Body.

49. The Trust in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the members, other than members of the Governing Body, of the accounts and books of the Trust, or any of them, and subject to such restrictions the accounts and books of the Trust shall be open to the inspection of such members at all reasonable times during business hours.

50. At the Annual General Meeting in every year the Governing Body shall lay before the Trust a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Trust) made up to a date not more than four months before such meeting together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Governing Body

and the Auditors and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required at law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by Section 162 of the Act.

AUDIT

51. Once at least in every year the accounts of the Trust 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.

52. Auditors shall be appointed and their duties regulated in accordance with the Acts.

NOTICES

53. A notice may be served by the Trust upon any member either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.

54. Any member described in the register of members by an address not within the United Kingdom who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Trust.

55. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

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

 NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Susan Gordon Claff Webster
 19 FAVART ROAD
 LONDON S.W.6

Teacher

David Shaffer.

child psychiatrist.

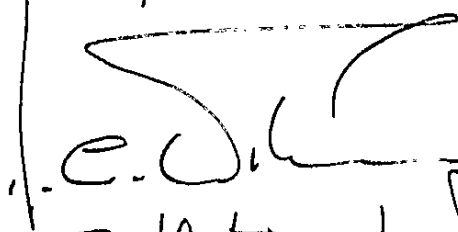
2 Prior, Walk S.W.10.
 Stephanie Fiers
 19 Warwick Sq. S.W.1.

Principal Queen's College.
 Head Master.

~~J. M. P. C.~~
 17 Deans yard
 SW1P 3PJ

Bill Caldwell
 16, Basilston Court
 28, Devonshire St. W.1

Chartered Accountant


 J. E. O. J.

7 Hetercombe Ave. S.W.6 Editor - The
 Chase Quarterly.


 William J. C. Moran

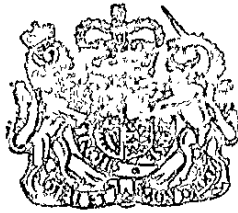
Banker

15 Gloucester Walk London W.8.

 DATED this 20th August, 1973.

WITNESS to the above Signatures:—

N J Barker
 2 New Square
 Lincoln's Inn
 London W.C.2.
 Solicitor.



CERTIFICATE OF INCORPORATION

No. 1133599

I hereby certify that

REDCLIFFE SCHOOL TRUST LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the
Company is Limited.

Given under my hand at London the 11TH SEPTEMBER 1973

N Taylor
(N. TAYLOR)

Assistant Registrar of Companies