

THE COMPANIES ACTS 1985

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

THE BESHARA TRUST

1. The name of the Company (hereinafter called "the Trust") is THE BESHARA TRUST.
2. The registered office of the Trust will be situate in England.

3(1) The object for which the Trust is established is the advancement of education in the consideration of the basic unity of all religions, in particular by the provision of courses to provide an understanding of the relationship of man to the universe, the earth, the environment and the society he lives in to Reality and to God.

3(2) For the furtherance of the objects set out in the immediately preceding clause and as ancillary thereto, but without prejudice to the generality thereof, to do (if thought fit) or procure the doing of all or any of the following further things: -

- (a) To purchase, take on lease or in exchange hire or otherwise acquire any real and personal estate which may be necessary for any of the purposes of the Trust.
- (b) To publish books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter and to organise lectures, broadcasts and courses of instructions;
- (c) To purchase or otherwise acquire and suitably equip or found and to carry on schools and training centres;
- (d) To receive donations, endowments, subscriptions and legacies from persons desiring to promote the objects aforesaid or any of them and to hold funds in trust for the same;
- (e) Subject to such consents as may be required by law to borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit including making reasonable charges for any services provided hereunder (whether to beneficiaries or not);
- (f) To establish and support or aid in the establishment and support of or to

amalgamate with any other charitable associations or institutions and to subscribe lend or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects;

(g) To undertake and execute any charitable trusts which may lawfully be undertaken by the Trust and may be necessary to its objects;

(h) To invest the moneys of the Trust not immediately required for its own purposes in or upon such investments, securities, or property as may be thought fit in the absolute discretion of the Trustees for the time being, 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;

(i) To engage or employ such personnel (whether as employees consultants advisers or however) as may be requisite to the promotion of the objects of the Trust and on such terms as the Trustees may think fit.

(j) To provide or procure the provision of counselling and guidance in furtherance of the said objects or any of them.

(k) To receive loans at interest or otherwise from and to lend money and give credit to, to take security for such loans or credit and to guarantee or give security for the performance of contracts by any person or company as may be necessary or convenient for the work of the Trust.

(l) 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 Trust.

(m) To establish promote or assist companies with charitable objects similar to those of the Trust for the acquisition of the property or liabilities of the Trust or to carry on any authorised activity of the Trust or for any other charitable purpose calculated to benefit the Trust in the furtherance of its objects.

(n) To amalgamate merge or join in with any charity having charitable objects wholly or in part similar to those of this Trust for the purposes of better effectuating the charitable purposes.

(o) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.

(p) To purchase acquire or undertake all or any of the property liabilities and engagements of charitable associations societies or bodies with which the Trust may cooperate or federate.

(q) To pay out of the funds of the Trust the costs of forming and registering the Trust.

(r) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them;

PROVIDED THAT:

(i) If 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 the manner allowed by law, having regard to such trusts.

(ii) The Trust's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(iii) If the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trust shall not sell, mortgage, charge or lease the same without any authority, approval or consent as may be required by law, and as regards any such property the Board 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 such Board would 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, or the Charity Commissioners over such Board but as regards any such property they shall 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 from whatever source derived, shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever, by way of profit to the members of the Trust (and no member of its Board shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust).

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Trust

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

(b) of interest on money lent by any member of the Trust (or of its Board) at a reasonable and proper rate;

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

(d) of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Board may be a member holding not more than 1/100th part of the capital of the company and

(e) to any member of its Board of out-of-pocket expenses.

5. The liability of the members is limited

6. Every member of the Trust undertakes to contribute to the assets of the Trust if it is wound up during the time that he a member, or within one year afterwards, for payment of the debts and liabilities of the Trust contracted before the time which he ceases to be a member and of the costs, charges and expenses of winding-up the same, 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 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 within three months of the members resolution passed initiating the winding-up failing which and if and so far as effect cannot be given to such provision, then to such other charitable object as the Trustees shall resolve upon.