

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

The
London Baptist
Property Board
Limited

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

as altered by Special Resolutions passed on 16 March 1950, 23 July 2002,
24 January 2006 and 24 March 2009

Company No.88218

Registered Offices
235 SHAFTESBURY AVENUE
LONDON WC2H 8EP

THE LONDON BAPTIST PROPERTY BOARD LIMITED

Memorandum of Association

as altered by Special Resolutions passed on 16 March 1950, 23 July 2002 & 24 January 2006

1. The name of the Company is “THE LONDON BAPTIST PROPERTY BOARD LIMITED”.
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (A) The advancement of the Christian religion in particular by the means and in accordance with the principles of the Baptist denomination.
 - (B) The following objects incidental to or conducive to the attainment of the object set out in (A) of this clause but not so as to extend the objects beyond the object set out in (A).
 - (1) To acquire by purchase, gift, subscription, exchange, hire, devise, bequest or otherwise, and hold and deal in property and rights of all kinds, whether for the purposes of the Company or as trustee for or agent on behalf of any person, church, society, association, committee, or cause connected with the Baptist denomination.
 - (2) To undertake and execute trusts of all kinds.
 - (3) To give any guarantee or indemnity as may be deemed expedient in the interests of any person, church, society, association, committee or cause aforesaid.
 - (4) To build, construct, repair, improve, carry out or manage buildings and works and conveniences of all kinds, whether for the purposes of the Company or for any person, church, society, association, committee or cause aforesaid.
 - (5) To manage, superintend or control the affairs of any church, society, association or committee in respect of which the services of the Company as trustee, agent, manager, or otherwise are desired.
 - (6) To layout land for building purposes, and to build on, improve, let on building lease, advance money to persons building on or otherwise develop the same in such manner as may seem expedient to advance the Company's main object.
 - (7) Generally to purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property, any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, or capable of being

dealt with in connection with any of the Company's property or rights for the time being.

- (8) To establish and support, or to aid in the establishment and support of Charitable associations, institutions or conveniences, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable objects.
- (9) To sell the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares or debentures, debenture stock, or other securities of any other company having objects similar to those of this Company.
- (10) To promote any company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (11) To invest and deal with the monies of the Company not immediately required, in such manner as may from time to time be determined.
- (12) To receive money from and lend money to any person, church, society, association, committee or cause connected with the Baptist denomination and on such terms as may seem expedient.
- (13) To raise or borrow or secure the payment of money in such manner and on such terms as may seem expedient, and in particular by the issue of debentures or debenture stock, whether perpetual or otherwise, and charged or not charged upon the whole or any part of the property and rights of the Company both present and future including its uncalled capital, and to redeem, purchase or payoff any such securities.
- (14) To draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures, bills of lading, warrants and other negotiable or transferable instruments or securities.
- (15) To sell, improve, manage, develop, exchange, enfranchise, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property or rights of the Company.
- (16) To provide indemnity insurance for its directors or any other officer of the Company in relation to any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of
 - (a) any negligence, default, breaches of duty or breach of trust of which he or she may

be guilty in relation to the Company;

(b) the liability to make a contribution to the Company's assets as specified in Section 214 of the Insolvency Act 1986 (wrongful trading) but excluding:

in the case of (a):

- (i) fines;
- (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the director or other officer;
- (iii) liabilities to the Company that result from conduct that the director or other officer knew or must be assumed to have known was not in the best interests of the Company or about which the person concerned did not care whether it was in the best interests of the Company or not.

and in the case of (b): any liability to make such a contribution where the basis of the director's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

(17) To do all such other things as are incidental or conducive to the attainment of the main objects mentioned in (A).

4. In furtherance of the above objects, it is hereby expressly declared that the directors shall have the following powers, that is to say:

- (1) to purchase, or otherwise acquire for the Company any property, rights or privilege which the Company is authorised to acquire, at or for such price or consideration, and generally on such terms and conditions as they think fit.
- (2) to appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents and servants, for permanent, temporary, or special services as they may from time to time think fit, and to determine their duties and powers and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.
- (3) to accept from any Member on such terms and conditions as shall be agreed, a surrender of his or her Shares or any part thereof, provided that they are fully paid up Shares.

- (4) to appoint any person or persons (whether incorporated or not incorporated) to accept and hold in trust for the Company, any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustees.
 - (5) to institute, conduct, defend, compound or abandon any legal proceedings by and 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.
 - (6) to make and give receipts, releases and other discharges for money payable to the Company, and for the claims and demands of the Company.
 - (7) to determine who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents on behalf of the Company.
 - (8) to execute in the name, and on behalf of the Company in favour of any director or other person, who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
 - (9) to set aside out of the profits of the Company, such sums as they think proper as a reserve fund to meet contingencies, or for repairing, improving and maintaining any of the property of the Company, and for other purposes as the directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments (other than Shares in the Company's Capital) as they may think fit, and from time to time deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company, and that without being bound to keep the same separate from the other assets.
5. The liability of the Members is limited.
 6. The Capital of the Company is £20,000, divided into 2,000 Shares of £10 each, of which 500 Shares are to be called "A" Shares and 1,500 Shares are to be called " B " Shares.

7. The income and property of the Company shall be applied solely towards the promotion of its objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to such of its Members as hold “B” Shares (but for the avoidance of doubt, nothing in this clause shall prevent any gift of profit to the holder of “A” Shares), and no directors shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money’s worth from the Company; provided that nothing in this Memorandum shall prevent any payment in good faith by the Company:
 - 7.1 of the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf, provided that at no time shall a majority of the directors benefit under this provision and that a director shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partners, is under discussion-
 - 7.2 of a reasonable and proper remuneration for any services rendered to the Company by any Member, officer or servant of the Company who is not a director
 - 7.3 of interest on money lent by any member of the Company or director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the directors
 - 7.4 of fees, remuneration or other benefit in money or money’s worth to any company of which a director may also be a member holding not more than 1/100th part of the issued capital of that company;
 - 7.5 of reasonable and proper rent for premises demised or let by any member of the Company or a director
 - 7.6 to any director of reasonable out-of-pocket expenses.
 - 7.7 to purchase trustee indemnity insurance, subject to the restrictions contained in sub-clause 3 (16)
8. In addition to all powers expressly conferred upon them in this Memorandum and without detracting from the generality of their powers under the Articles the directors shall have the additional following powers, namely:

- 8.1 to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Company
 - 8.2 to enter into contracts on behalf of the Company.
9. The “A” Shares shall (subject to the regulations for the time being of the Company) be issued to and held by the London Baptist Association but not otherwise. Each of such Shares shall at a poll confer the right to one vote.
10. The said “B” Shares shall not carry any right to vote.
11. In the event of a winding-up of the Company the surplus assets which, but for the provisions in this Memorandum of Association might be available for distribution amongst the Members of the Company, shall, as may be determined by the Company at the time of the dissolution thereof, be made over to the London Baptist Association or the Baptist Union of Great Britain and Ireland or to and amongst the same bodies in such proportions as the Company may determine, or if neither of such bodies shall be in existence or willing to accept any such assets, or as to assets not so accepted or which may be declined, then to some other body, association, institution or company, or to and amongst some other bodies, associations, institutions or companies having objects similar or nearly similar to those of the Company, or if it shall be found impracticable for the Company to discover any such body, association, institution or company which shall be willing to accept any such assets, then to any body, association, institution or company, or to and amongst any bodies, associations, institutions or companies having objects similar or nearly similar to those of the Company as may be determined by such Judge of the High Court of Justice in England as may have or acquire jurisdiction in the matter.

THE LONDON BAPTIST PROPERTY BOARD LIMITED

Articles of Association

(adopted by written resolution of the company passed on 24 January 2006 and amended by written resolution passed on 24 March 2009)

1 Preliminary

- 1.1 The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (as amended) ('Table A') shall apply to the Company save in so far as they are hereby modified or excluded.
- 1.2 Regulations 8 to 22 inclusive, 24, 25, 26, 30, 31, 64 to 69 inclusive, 73 to 87 inclusive, 89, 102-108 inclusive, 110 and 117 of Table A shall not apply to the company.
- 1.3 References in Table A and in these Articles to writing shall include typewriting, printing, lithography, photography, telex and fax messages and other means of representing or reproducing words in a legible and non-transitory form.
- 1.4 In these Articles 'Holding Company' means a company which is the registered holder of not less than 90% of the issued A shares.

2 Shares and allotment

- 2.1 At the date of the adoption of these Articles the share capital of the Company is £20,000 divided into 2,000 Shares of £10 each, of which 411 are 'A' Shares and 1589 are 'B' Shares
- 2.2 Subject to and without prejudice to the generality of the provisions of Article 4 below any shares unissued at the date of the adoption of these Articles and any shares hereafter created shall be under the control of the directors who subject to the provisions of the Companies Act 1985 & 2006 may allot, grant options over or otherwise deal with or dispose of the same to such persons (including the directors themselves) on such terms and in such manner as they think fit, provided that no

shares shall be issued at a discount.

- 2.3 The directors shall register a transfer of shares which is presented for registration duly stamped.
- 2.4 Regulation 33 of Table A shall be amended by the deletion of the words following “net proceeds of sale” and the substitution therefor of the words “towards the promotion of the Company’s objects in accordance with its memorandum”.
- 2.5 Regulation 34 of Table A shall be amended so as to insert the words “and provided that no reduction of share capital shall operate so as to return to any member a sum in excess of the par value of that member’s share(s)” after the words “Subject to the provisions of the Act,”.
- 2.6 Regulation 35 of Table A shall be amended so as to insert the words “and provided that the purchase price per share shall be its par value” after the words “Subject to the provisions of the Act”.

3 Proceedings at general meetings

- 3.1 Regulation 40 of Table A shall be deleted and the following substituted therefor:
“No business shall be transacted at any meeting unless a quorum is present. One person entitled to vote upon the business to be transacted, being a member registered as the holder of not less than 90% of the issued ‘A’ shares or a duly authorised representative of the Holding Company shall be a quorum”.
- 3.2 A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.
- 3.3 The first sentence of Regulation 38 of Table A shall be amended by deleting the words “or a resolution appointing a person as a director”.
- 3.4 Notices of meetings need not be given to the directors as such and Regulation 38 of Table A is modified accordingly.
- 3.5 If and so long as there is only one member of the Company holding ‘A’ shares, a decision taken by the member which may be taken in general meeting is as effective as if agreed by the Company in general meeting.
- 3.6 A decision taken by a sole member of the Company under paragraph 3.5 of this Article (unless taken by way of written resolution) shall be recorded in writing and a copy provided to the Company.

4 Votes of members

A proxy shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be modified accordingly. An instrument appointing a proxy shall be deemed to confer authority to vote on any amendment or a resolution put to the meeting for

which it is given as the proxy thinks fit and shall be valid as well for any adjournment of the meeting as for the meeting to which it relates.

5 Appointment, disqualification and removal of directors

- 5.1 The directors shall not be liable to retire by rotation.
- 5.2 A director shall not be required to hold any share qualification.
- 5.3 The minimum number of directors shall be five and unless otherwise determined by ordinary resolution, the number of directors is not subject to a maximum.
- 5.4 The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 5.5 If and so long as there is a Holding Company or a member registered as the holder of not less than 90% of the issued 'A' shares of the Company, the following provisions shall apply and to the extent of any inconsistency shall have overriding effect as and against all other provisions of these Articles:
 - 5.5.1 the Holding Company or a member registered as the holder of not less than 90% of the issued 'A' shares of the Company may at any time and from time to time appoint any person to be a director or remove from office any director however appointed but so that in the case of a managing director his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages in respect of the consequent termination of his executive office;
 - 5.5.2 any or all powers of the directors shall be restricted in such respects and to such extent as the Holding Company or a member registered as the holder of not less than 90% of the issued 'A' shares of the Company may by notice to the Company from time to time lawfully prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Holding Company by any two of its directors or by any one of its directors and its secretary or some other person duly authorised for the purpose or by a member registered as the holder of not less than 90% of the issued 'A' shares of the Company. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the directors have been in any way restricted hereunder or as to whether any requisite consent of the Holding Company or a member registered as the holder of not less than 90% of the issued 'A' shares of the Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors

6 Proceedings

- 6.1 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be three.
- 6.2 Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference, telephone or similar communications equipment whereby all participating in the meeting can hear each other and participation in such a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 6.3 Regulation 96 shall be amended so as to insert the words “(save in relation to a director voting on any matter relating to his own professional remuneration)” after the words “in respect of any particular matter”

7 Professional Charges

- 7.1 Nothing in these Articles shall prevent any payment in good faith by the Company of the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf, provided that at no time shall a majority of the directors benefit under this provision and that a director shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion

8 Conflicts of Interest

- 8.1 The directors may, in accordance with the requirements set out in this article, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ('Conflict').
- 8.2 Any authorisation under this article will be effective only if:
- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;
 - (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
 - (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

- 8.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
 - (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

- 8.4 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:
- (a) disclose such information to the directors or to any director or other officer or employee of the Company;
 - (b) use or apply any such information in performing his duties as a director;

where to do so would amount to a breach of that confidence.

- 8.5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:
- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
 - (b) is not given any documents or other information relating to the Conflict;
 - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

- 8.6 Where the directors authorise a Conflict:
- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;
 - (b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

- 8.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9 Transfer and Transmission of Shares

- 9.1 Any 'B' shares may be transferred by the registered holder thereof or his legal personal representative to the London Baptist Association or any successor body thereto, but save as aforesaid and as provided in article 9.2, no shares shall be transferable at all.
- 9.2 In the event of the death of a member holding 'B' shares, the directors may require by notice in writing to the legal personal representatives care of the last known address for the deceased notified to the Company the transfer to the London Baptist Association or any successor body thereto or any other member of the Company, of all or any of the shares of the deceased not already transferred as aforesaid, and such legal personal representatives shall be bound to transfer such shares accordingly, and if they make default for more than seven or (for the avoidance of doubt) no reply is received within thirty days from the date of such notice the directors may at any time thereafter effect a transfer at nominal consideration of all or any of the said shares to the London Baptist Association or any successor body thereto or any other member of the Company.

- 9.3 For the purpose of effecting a transfer on default of the legal personal representatives transferring shares following a notice received pursuant to article 9.2, the directors may appoint any person to act as transferor of all or any of such shares and accordingly to execute an instrument of transfer of the said share or shares which instrument shall be as effective as if it had been executed by the registered holder.
- 9.4 Regulation 24 of Table A shall be amended by the deletion in the first sentence of the words “to a person of whom they do not approve” and the substitution therefor of the words “and is not permitted in accordance with articles 9.1 and 9.2”

10 Untraced Shareholders

- 10.1 Any share of a member may be transferred to the London Baptist Association or any successor body thereto if and providing that during a period of 5 years any notification addressed to the member at his last known address given by the member has been returned to the Company and no communication has been received by the Company from the member
- 10.2 To give effect to any such transfer the Company may appoint any person to execute as transferor an instrument of transfer of such share and such instrument of transfer shall be effective as if it had been executed by the registered holder.