

The Companies Act 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Memorandum of Association

OF

Ocean Youth Connexions LTD

1. The name of the Company (hereinafter called “the Association”) is “Ocean Youth Connexions“
2. The registered office of the Association is to be situated in England and Wales
3. The objects for which the Association is established are:

To act as a resource for young people up to the age of 25 living in Tower Hamlets by providing advice and assistance and organising programmes of physical, educational and other activities as a means of:

- A) *advancing in life and helping young people by developing their skills, capacities and capabilities to enable them to participate in society as independent, mature and responsible individuals;*
- B) *advancing education;*
- C) *relieving unemployment;*
- D) *providing recreational and leisure time activity in the interests of social welfare for people living in the area of benefit who have need by reason of their youth, age, infirmity or disability, poverty or social and economic circumstances with a view to improving the conditions of life of such persons.*

And the Association shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:-

- A) To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections.
- B) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association.
- C) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association.
- D) To borrow or raise money on such terms and on such security as may be thought fit.
- E) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, security or property as may be thought fit, subject nevertheless to such conditions (if any) and such consent (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- F) To establish and support or aid in the establishment and support of any charitable association or institutions and to subscribe or guarantee money for charitable purposes.
- G) To do all such other things as are incidental to the attainment of furtherance of the said objects or any of them.

Provided that:-

- i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- ii) The Association's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards to any such property the Council of Management of Governing Body of the Association 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 Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

4. The income and property of the Association shall be applied solely towards the promotion of its objectives 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 members of the Association and so member of its Council of Management or Governing Body shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association—


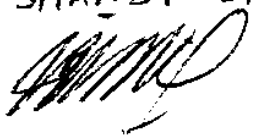
- A) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Council of Management or Governing Body) for any services rendered to the Association;
 - B) of interest at a rate not exceeding [6] per cent. Per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Association or of its Council or Management or Governing Body;
 - C) to any member of its Council of management or Governing Body of out-of-pocket expenses;
 - D) to a company of which a member of the Association or of its Council of Management or Governing Body may be a member holding not more than one hundredth part of the capital of such company.
5. No addition, alteration or amendment shall be made to or in provision of the Memorandum or Articles of Association for the time being in force, which would have the effect that the Association shall cease to be a company to which section 30 of the Companies Act 1985 applies.
 6. The liability of the members is limited
 7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1.00) to the assets of the Association if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Association's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for adjustments of the rights of the contributories among themselves.

8)

- A) The members of the charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the charity be applied or transferred in any of the following ways:
- i) directly for the Objects; or
 - ii) by transfer to any charity or charities for purposes similar to the Objects; or
 - iii) to any charity for use for particular purposes that fall within the Objects
- B) Subjects to any such resolution of the members of the charity, the Directors of the charity may at any time before and in expectation of its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the charity be applied or transferred:
- i) directly for the Objects; or
 - ii) by transfer to any charity or charities for purposes similar to the Objects; or
 - iii) to any charity for use for particular purposes that fall within the Objects
- C) In no circumstances shall the net assets of the charity be paid to or distributed among the members of the charity (except to a member that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the charity shall be applied for charitable purposes as directed by the court or the Commission.


WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant of this Memorandum.

NAME AND ADDRESSES OF SUBSCRIBERS

1. ALIBOR CHOUDHURY 
4 FLORES HOUSE, STANDY ST. LONDON E1 3LZ
2. ZAKIR HUSSAIN 
10 BALE ROAD, LONDON E1 4QJ

Dated 2ND SEPTEMBER 2002 19 .

Witness to the above Signatures

ABUL HUSSAIN 

1 BORROUGHS COTTAGES, HALLEY ST, LONDON E14 7SL