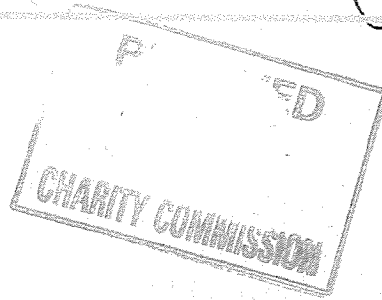


Charities Commission
Harmsworth House
13-15 Bouverie Street
London EC4 8DP



Dear Sirs,

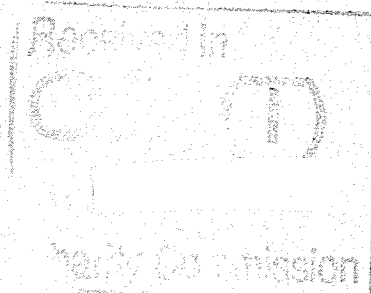
Ref: Narconon, 267386

Due to pressures of work I am no longer able to act as a Trustee of above charity.

Would you kindly make the appropriate changes to the records so as to remove me from the Board of Trustees, and/or advise me of what other actions I may need to take to confirm the above. (Apart from the required Board resolution of course).

Many thanks.

Yours faithfully,



THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

GREENFIELDS EDUCATIONAL TRUST

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THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

GREENFIELDS EDUCATIONAL TRUST

1. The name of the Company (hereinafter called "the Trust") is GREENFIELDS EDUCATIONAL TRUST.
2. The Registered Office of the Trust will be situate in England.
3. The object for which the Trust is established is the advancement of education and in particular but not so as to limit the generality of the foregoing:
 - (a) to establish, maintain and operate schools and other educational establishments at such place or places in the United Kingdom as may from time to time seem expedient or desirable:
 - (b) to assist others to establish, maintain and operate schools and other educational establishments in the United Kingdom and elsewhere.

AND the Trust shall have the following powers exercisable in furtherance of its said objects but not otherwise namely:

- (A) to provide for pre-school playgroups games and activities promoting social relations and physical dexterity and pre-reading and pre-number schemes;
- (B) to provide infant primary and secondary education up to the educational standards presently known as "O" and "A" level or to such comparable or similar standards as may from time to time be generally established or recognised;
- (C) to foster the creative ability and learning skills of the individual pupil to the end that each pupil may attain so far as may be possible his or her full natural potential;
- (D) to encourage the pupil's understanding of his or her social environment to the end that they become creative and constructive citizens;
- (E) to develop and nourish the pupil's moral and spiritual values as a member of his or her community and society at large;
- (F) whether in the United Kingdom or elsewhere to publish for sale or otherwise and to sell and to distribute educational literature and material having particular reference to the education of children;
- (G) to provide for, staff, organise and run holiday courses for children of a general and creative nature including adventure holidays whether in the United Kingdom or elsewhere;
- (H) to acquire by purchase, lease, exchange, hire or otherwise howsoever real or personal property and rights and privileges, and to construct, maintain, rebuild, enlarge, improve or alter buildings or erections;
- (I) to insure the property of the Trust to the full value thereof against fire and other usual risks and suitably to insure it in respect of public liability and employer's liability in

so far as the property of the Trust is not required to be insured by lessees tenants or landlords;

- (J) to sell, let, mortgage or otherwise howsoever dispose of or turn to account all or any of the real or personal property or assets of the Trust;
- (K) to borrow or raise money on such terms and on such security as may be thought fit;
- (L) to invest monies of the Trust surplus to immediate requirements in or upon such investments, securities or property as may be thought fit but subject always to such conditions and limitations (if any) as may from time to time be imposed by law;
- (M) whether solely or jointly with any other person to enter into make and perform contracts of whatsoever nature;
- (N) to enter into a contract of service for the appointment of Margaret Ishobel Hodkin as Principal of Greenfields School until the said Margaret Ishobel Hodkin reach the age of seventy but subject always to her continued physical and professional competence and to such other terms and conditions of service as may be agreed between the Trust and the said Margaret Ishobel Hodkin;
- (O) to subsidise, promote, support or amalgamate with any registered charity having objects wholly or partly similar to those of the Trust;
- (P) to act as Trustee;
- (Q) to decorate, furnish and equip Greenfields School in such manner and to such extent as may from time to time be thought fit;
- (R) to make such provision (if any) for:
 - (1) school meals (including the provision of catering equipment);

- (2) school transport (whether for use in transporting pupils to and from school or school activities or otherwise);
- (3) school journeys of an educational nature (whether in the United Kingdom or elsewhere) by school groups of any number and whether such provision subsidises in whole or in part all or any of the members of any such group or all or any of those members of the school staff necessarily accompanying any such group;
- (S) to accept subscriptions and donations (whether of realty or personalty) and to accept and hold investments received by way of donation in whatsoever form the same may then be and wheresoever situate and whether or not the same are quoted securities on the London or any other stock exchange or market and to raise funds in any other lawful manner (except by commercial trading) for all or any of the purposes aforesaid;
- (T) to defray all expenses incurred in connection with the promotion and incorporation of the Trust and in connection with its registration as a charity;
- (U) to do all such other things as are necessary for the attainment or furtherance of the said objects or any of them;
- (V) to grant pensions and retirement benefits to employees or former employees of the Trust and to the widows children and other dependents 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 or former employees of the Trust their widows children and other dependents

PROVIDED THAT:

- (i) in case the Trust shall take or hold any property which may be subject to any prior trusts the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;

- (ii) the object of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
 - (iii) in case 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 such authority, approval or consent as may be required by law and as regards any such property the Directors 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 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 Directors, but they shall as regards any such property be subject jointly and severally to such control or authority as if the Trust were not incorporated.
4. The income and property of the Trust shall be applied solely towards the promotion of the objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to its members and no Director 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 in this document shall prevent any payment in good faith by the Trust:
- (1) of reasonable and proper remuneration for any services rendered to the Trust by any member, officer or servant of the Trust who is not a Director;
 - (2) of interest on money lent by any member of the Trust or Director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published bank lending rate of a clearing bank to be selected by the Directors;
 - (3) 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;

(4) of reasonable and proper rent for property demised or let by any member of the Trust or a Director;

(5) to any Director of reasonable out-of-pocket expenses;

(6) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers when instructed by the Trust to act in a professional capacity on its behalf; Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;

(7) to any other Director who possesses specialist skills or knowledge required by the Trust for its proper administration, of reasonable charges for work of that nature done by him or her or by his or her firm, when instructed by the Trust to act on its behalf. Provided that:

(a) the prior written consent of the Charity Commission is obtained;

(b) at no time shall a majority of the Directors benefit under this provision;

(c) a Director shall withdraw from any meeting whilst his or her own instruction or remuneration, or that of his or her firm, is being discussed.

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 whilst he is a member or within one year after he ceases to be a member for the payment of the debts and liabilities of the Trust contracted before he ceased to be a member and of the costs of charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding £1.00.

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 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 or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to such provision as aforesaid then to some other charitable object.

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 AND ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS

WITNESS TO THE
SIGNATURES

SIMON HENRY MARCUS ALLEN

55 Queens Road

East Grinstead

West Sussex

Company Director

DAVID JAMES BANKS

14 Grosvenor Road

East Grinstead

West Sussex

Company Director

STEPHEN DAVIES

9 Portland Road

East Grinstead

West Sussex

Physician

RICHARD REISS

Stonelands

West Hoathly

West Sussex

Counsellor

JAMES ANDREW DOUGLAS GUY

Daledene, Lewes Road

East Grinstead

West Sussex

Horticulturalist

CLIVE HENRY WHITTAKER

6 North End

London Road

East Grinstead

West Sussex

Engineer

LADY JOAN HORT

Poundgate Lodge, Uckfield Road

Crowborough

East Sussex

Teacher

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

GREENFIELDS EDUCATIONAL TRUST

Interpretation

1. In these presents the following words shall have the respective meanings hereby assigned to them unless the context otherwise requires:

"the Trust" means GREENFIELDS EDUCATIONAL TRUST;

"the Directors" means the Directors for the time being of the Trust;

"the Office" means the registered office of the Trust;

"Trust Premises" means and includes all premises used for the time being by the Trust;

"the Act" means the Companies Act 1948;

"in writing" means and includes written printed lithographed or any other method of representing words in a visible form.

Objects

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

Members

3. The number of members with which the Trust proposes to be registered is seven but the Directors may from time to time register an increase of members. The provisions of section 110 of the Act shall be observed 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. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership in accordance with the provisions hereof shall be members of the Trust. If the Directors shall be of opinion that it is not in the interest of the Trust that any member shall continue to be a member thereof, the Directors may convene an Extraordinary General Meeting of the Trust and such member may by Ordinary Resolution be removed from membership of the Trust and thereupon his name shall be removed from the register and he shall cease to be a member and shall forfeit his interest and privileges in the Trust. Provided always that any member in relation to whom any such resolution is to be proposed shall be entitled to address the meeting at which the same is to be proposed in regard to such resolution.

Meetings

4. 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 Directors and shall specify the meeting as such in the notices calling it provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and that so long as the Trust 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.
5. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
6. The Directors may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisitions or in default may be convened by such requisitions as provided by section 132 of the Act.
7. Twenty-one days' notice in writing at the least of every 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 day and hour of the 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 having the right to attend and vote thereat, or of such proportion of them 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.

8. 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 proceedings had, at any meeting.

Proceedings at General Meetings

9. 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 Directors and the Auditors, the election of Directors in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.
10. 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.
11. 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 Directors 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.
12. The Chairman (if any) of the Directors 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 other Director, or, if no other Director be present or if all

the Directors present decline to take the chair, they shall choose some member of the Trust who shall be present to preside.

13. 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 so that 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 any adjourned meeting.
14. 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 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 proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
15. 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.
16. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.
17. 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.

18. The demand for 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

19. Subject as hereinafter provided, every member shall have one vote.
20. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other 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.
21. 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 appointed as provided by section 139 of the Act.
22. 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.
23. 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 a 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.
24. 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.

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

"I of
.....
a member 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.

Directors

26. The first Directors shall be the subscribers to the Memorandum of Association.
27. Until otherwise determined by a General Meeting, the number of Directors shall not be less than two or more than seven.
28. The Directors shall have power at any time and from time to time to appoint any member of the Trust to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed seven. Any Director so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election.
29. No person who is not a member of the Trust shall in any circumstances be eligible to be a Director.

Directors' Powers

30. The business of the Trust shall be managed by the Directors who may exercise all such powers of the Trust as are not by the Act or by these regulations required to be exercised by the Trust

in General Meeting subject nevertheless to any regulation of these presents, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations and provisions as may be prescribed by the Trust in General Meeting provided that no regulation made by the Trust in General Meeting shall invalidate any prior act of the Directors which would save for that regulation have been valid.

31. Members of the Trust may from time to time by ordinary resolution increase the maximum number of Directors.
32. The Directors may act notwithstanding any vacancy in their number save that in the event of the number of Directors falling below two the surviving Director shall be empowered only to admit persons to membership of the Trust, to appoint one or more additional Directors or to summon a General Meeting but not for any other purpose. In the event of there being no surviving Director the Secretary shall be hereby empowered to summon a General Meeting on fourteen days' written notice and members of the Trust voting at that meeting are empowered to elect two or more (but not exceeding seven in total) new Directors of the Trust.
33. Save as aforesaid no person unless recommended for election by the Directors for the time being shall be eligible for election as a Director at any General Meeting unless not less than six days before the end of the General Meeting written notice shall have been received by the Secretary from a member of the Trust of his intention to propose such person for election together with notice signed by the person to be proposed of his willingness to serve.
34. Unless otherwise determined in respect of particular business the quorum of Directors necessary for the transaction of business shall be two. Questions arising at any meeting shall be decided by majority vote and in the case of an equality of votes the Chairman shall have a second or casting vote.
35. Any Director may or may cause the Secretary at any time to summons a meeting of the Directors. All Directors then within the United Kingdom shall be entitled to notice of the meeting.

36. A meeting of the Directors at which a quorum is present shall be competent to exercise all the authorities powers and discretions by or under the constitution of the Trust for the time being vested in the Directors generally.
37. The Directors shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Directors at which he shall be present and may determine for what period he is to hold office. If no Chairman be elected or if being elected he is unable or unwilling to preside within five minutes after the time appointed for holding the meeting the Directors present shall choose one of their number to chair that meeting.
38. All acts bona fide done by any meeting of the Directors or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Director or person acting as aforesaid be as valid as if every such person was a duly elected and qualified Director.
39. The Directors shall cause proper minutes to be made of all appointments of officers and of all proceedings of all meetings of the Trust and of the Directors and all business transacted at such meetings. Any such minutes 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.
40. A resolution in writing signed by all the Directors for the time being who are entitled to receive notice of a meeting shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and constituted.

Secretary

41. Subject to section 21(5) of the Companies Act 1976, the Secretary shall be appointed by the Directors 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 Directors 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

42. The seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Directors and in the presence of at least two Directors and of the Secretary and the said Directors 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 directors

43. The office of a Director shall be vacated if:

- (a) a receiving order is made against him or he makes any arrangement or composition with his creditors;
- (b) he becomes of unsound mind;
- (c) he ceases to be a member of the Trust;
- (d) by notice in writing to the Trust he resigns his office;
- (e) he becomes prohibited from holding office by reason of any order made under the Companies Act 1948 to 1981;
- (f) he is removed from office by a resolution only passed pursuant to section 184 of the Act;
- (g) he ceases to be a Director by virtue of section 185 of the Act.

Accounts

44. The Directors shall cause accounting records to be kept in accordance with the requirements of the Companies Acts.

45. The accounting records shall be kept at the Office or, subject to the provisions of the Companies Acts, at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the officers of the Trust.
46. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Trust or any of them shall be open to the inspection of members not being officers of the Trust and no member (not being an officer of the Trust) shall have any right of inspecting any account or book or document of the Trust except as conferred by statute or authorised by the Directors or the Trust in General Meeting.
47. At the Annual General Meeting in every year the Directors 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 balance sheet shall be accompanied by proper reports of the Directors 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 by 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, subject nevertheless to the provisions of section 158(1)(c) of the Act, 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 14 of the Companies Act 1967 (as amended by the Companies Acts 1976 to 1981).

Audit

48. 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.
49. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Companies Acts 1948 to 1981.

Notices

50. A notice may be served by the Trust upon any member, either personally or by sending it through the post in a pre-paid letter addressed to such member at his registered address as appearing in the register of members.
51. 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.
52. 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 as a pre-paid letter.

Dissolution

53. Clause 7 of the Memorandum of Association which relates to the winding up and dissolution of the Trust shall have effect as if the provisions thereof were set out and repeated in these Articles of Association.

NAMES AND ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS

WITNESS TO THE
SIGNATURES

SIMON HENRY MARCUS ALLEN
55 Queens Road
East Grinstead
West Sussex
Company Director

DAVID JAMES BANKS
14 Grosvenor Road
East Grinstead
West Sussex
Company Director

STEPHEN DAVIES
9 Portland Road
East Grinstead
West Sussex
Physician

RICHARD REISS
Stonelands
West Hoathly
West Sussex
Counsellor

JAMES ANDREW DOUGLAS GUY
Daledene, Lewes Road
East Grinstead
West Sussex
Horticulturalist

CLIVE HENRY WHITTAKER
6 North End
London Road
East Grinstead
West Sussex
Engineer

LADY JOAN HORT
Poundgate Lodge, Uckfield Road
Crowborough
East Sussex
Teacher

DATED this 17th day of March 1983

THE COMPANIES ACTS 1985 to 1989

NUMBER OF COMPANY: 1720539

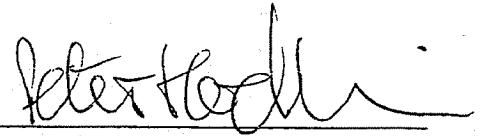
SPECIAL RESOLUTION of Greenfield School Educational Trust Limited

passed the 17th day of March 1991.

at an Extraordinary General Meeting of the members of the above named company, duly convened and held at Greenfield School, Priory Road, Forest Row, East Sussex on the 17th day of March 1991 the following SPECIAL RESOLUTION was duly passed;-

THAT the Memorandum of Association of the Company be amended in the manner following, that is to say, by the deletion of the present Clause 3(a) and the adoption of a new Clause 3(a) namely:-

"to establish maintain and carry on as an educational charity schools at Hammerwood in East Sussex or at such other place or places in the United Kingdom as may seem expedient or desirable".



Director

Greenfield School Educational Trust Limited

We certify this to be a true copy of the original

Allen Ticehurst & Bird

ALLEN TICEHURST & BIRD

THE COMPANIES ACTS 1985 to 1989

NUMBER OF COMPANY: 1720539

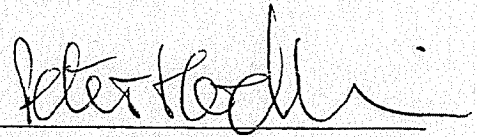
SPECIAL RESOLUTION of Greenfield School Educational Trust Limited

passed the 17th day of March 1991.

at an Extraordinary General Meeting of the members of the above named company, duly convened and held at Greenfield School, Priory Road, Forest Row, East Sussex on the 17th day of March 1991 the following SPECIAL RESOLUTION was duly passed;-

THAT the Memorandum of Association of the Company be amended in the manner following, that is to say, by the deletion of the present Clause 3(a) and the adoption of a new Clause 3(a) namely:-

"to establish maintain and carry on as an educational charity schools at Hammerwood in East Sussex or at such other place or places in the United Kingdom as may seem expedient or desirable".



Director

Greenfield School Educational Trust Limited

We certify this to be a true copy of the original

Allen Ticehurst & Bird

ALLEN TICEHURST & BIRD



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 1720539

The Registrar of Companies for England and Wales hereby certifies that
GREENFIELDS SCHOOL EDUCATIONAL TRUST LIMITED

having by special resolution changed its name, is now incorporated
under the name of
GREENFIELDS EDUCATIONAL TRUST

Given at Companies House, Cardiff, the 14th December 2001



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

GREENFIELDS EDUCATIONAL TRUST
Company number 1720539

SPECIAL RESOLUTION

At a meeting of the Trustees held on 19th November 2002, it was resolved:

THAT the company's Memorandum and Articles of Association be amended as follows:

- (1) In Clause 3 of the Memorandum, by the deletion of the words "*(a) to establish, maintain and carry on as an educational charity schools at Hammerwood in East Sussex or at such other place or places in the United Kingdom as may seem expedient or desirable; (b) to provide therein for the education of boys and girls of all ages*" and the insertion of the words "*(a) to establish, maintain and operate schools and other educational establishments at such place or places in the United Kingdom as may from time to time seem expedient or desirable; (b) to assist others to establish, maintain and operate schools and other educational establishments in the United Kingdom and elsewhere*".
- (2) In Clause 4(6) of the Memorandum, by the deletion of the words "*to any Director being a solicitor or an accountant any professional charges for work done by them or by his firm in connection with any work of the Trust;*" and the insertion of the words "*of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers when instructed by the Trust to act in a professional capacity on its behalf; Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;*".

(Signed)

J. Scafe Beddall
For and on behalf of
The Board of Trustees

Certified a true copy of the original
Hodkin
Hodkin & Company
Solicitors
42-44 Copthorne Road
Felbridge, East Grinstead
West Sussex RH19 2NS

E-mail**Attachment**

No

From**Cc****To****Substantive Query**

No

Substantive Query – SF No
not applicable**To (Contact By Role
Lookup)****Bcc****Title**

GREENFIELDS EDUCATIONAL TRUST - 287037 CC:05631222

Subject

It has come to our attention that the financial information submitted on line on 22nd June 2010, for the period ending 31st August 2009 is incorrect.

The income figure is recorded as £1,100 in the online submission and the income given in the 2009 accounts is £1,100,097.

Therefore, you will be required to resubmit the annual return information for the period ending 31st August 2009. This is necessary as with that level of income, you are required to complete part B of the form and complete a SIR.

I have requested that the 2009 information is removed from the charity's records. Please wait until Friday before going back on line to resubmit the information.

If you have any queries please contact us.

Yours sincerely,

Regarding

GREENFIELDS EDUCATIONAL TRUST

Owner**Compliment**

No

Informal Complaint

No

Importance

Normal

Modified On16/06/2011 4:11
PM**Reason**

Substantive reply

Risks & Targets