

The Companies Act, 1948 to 1976

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM of ASSOCIATION

of

THE INTERNATIONAL SCHOOL OF ABERDEEN EDUCATIONAL TRUST LIMITED

1. The Name of the Company (hereinafter called "the Company") is THE INTERNATIONAL SCHOOL OF ABERDEEN EDUCATIONAL TRUST LIMITED.
2. The Registered office of the Company will be situated in Scotland.
3. The objects for which the Company is established are:-
 - (a) To acquire, purchase, erect, take on lease, obtain licences to occupy, maintain, manage, develop or carry on in Scotland or elsewhere in the United Kingdom, schools for boys or girls or boys and girls of any nationality to supply a sound general education and instruction of the highest class together with physical and moral training to pupils attending the school or schools, to promote education generally, and in pursuance thereof to employ headmasters or headmistresses, principal teachers, lecturers, teachers and others.
 - (b) To carry on any schools acquired, purchased, erected, leased, maintained, managed or developed by the Company as educational charities and to use and apply for that purpose all monies and property coming to the Company.
 - (c) To equip, furnish and fit up and maintain any school, schoolhouses, rooms and other buildings for any of the purposes of the Company.
 - (d) To award prizes and scholarships to pupils or intending pupils for proficiency in studies, exercise or games, and to make payments towards the expenses or allow reduction in the fees of pupils approved by the School Board.
 - (e) To make donations or subscribe or guarantee money for the promotion of education.
 - (f) To subscribe or guarantee money for charitable objects.
 - (g) To accept Governments Grants, legacies, donations, subscriptions and endowments either of money or property having for their objects any charitable objects similar to those herein expressed and either in a corporate capacity or through any Member or Members of the Company appointed by the School Board for the purpose, to manage and administer such legacies, donations, subscriptions and endowments and to carry out and perform any charitable trust or condition attached thereto, or to act with others, either

individuals or trustees, in managing or administering any such legacies, donations, subscriptions and endowments in which the Company may have an interest.

- (h) To accumulate funds for such periods as is allowed by law, and to receive voluntary donations and subscriptions for any of the purposes of the Company.
- (i) To purchase, take on lease or in exchange, hire or otherwise acquire any heritable or moveable property and any rights or privileges necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for promoting the work of the Company.
- (j) To sell, improve, manage, insure, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any of the property or rights of the Company as may be thought expedient with a view to the promotion of its objects, and that on such terms and conditions as are consistent with the objects of the Company.
- (k) To undertake and exercise any charitable trust which may lawfully be undertaken by the Company and may be conducive to its objects.
- (l) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit.
- (m) To maintain and carry on boarding-houses and residential establishments and rooms for the accommodation of pupils and staff and other persons connected with the educational establishment of the Company. To make arrangements for the supply of food and soft drinks of all kinds for human consumption as approved by the School Board.
- (n) To frame such rules and regulations for the management of the school and the courses of study to be pursued therein and to fix the class fees, charges and levies of every description which may be charged from time to time.
- (o) To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that money subject or representing property subject to any trust shall only be invested in such securities as are authorised by the Trust Deed or other documents constituting the same.
- (p) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects.
- (q) To do all other acts, deeds and things which may be necessary to carry out the objects of the Company.

- (r) To effect insurance of all kinds as required, including indemnity insurance for Members of the School Board and employees of the Company.

PROVIDED ALWAYS that the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its Members or others any regulation, restriction or condition which if an object of the Company would make it a Trade Union. PROVIDED ALSO that in case the Company shall take or hold any property subject to the jurisdiction of any competent educational or charitable authority, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent (if any) as may be required by law, and as regards any such property the School Board of the Company shall be chargeable for such property as 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 School Board, but they shall, as regards any such property, be subject jointly and severally to such control or authority as if the Company were not incorporated.

PROVIDED ALSO that in relation to any property which may come into the hands of the Company as Trustees under any Trust (whether established by any Trust Deed or any scheme settled by the Court of Session or made in pursuance of any enactment relating to educational endowments or war charities or otherwise) nothing herein shall authorise the Company to deal therewith otherwise than in accordance with the terms of the Trust and with any law relevant thereto, nor shall the incorporation of the Company affect the liability of any Member of the School Board who may be a party to such dealing.

The expressions 'charitable purpose' or 'charitable object' shall mean a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the applications of the UK taxes acts; and "charitable" shall mean a body on the Scottish Charity Register which is also regarded as a charity in relation to the application of the UK taxes acts.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company 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 Company. No Member of the School Board of the Company, shall hold or be appointed to any salaried office of the Company, or any office of the Company paid by fees, and no remuneration or other benefit in money or money's worth shall be given by the Company to any Member of such Board except repayment of out-of-pocket expenses and interest on money lent to the Company and proper rent for premises demised or let to the Company.

Provided that nothing herein contained shall prevent the payment in good faith by the Company:-

- (i) of reasonable and proper remuneration to any officer or servant of the Company, or to any Member of the Company, or other person, in return for any services actually rendered to the Company;
- (ii) of interest on money lent nor the repayment to any Member of any principal secured to such Member by any Debentures issued by the Company or the payment of interest or repayment of principal to any Member in respect of any other money which may at any time be lent to the Company;
- (iii) of reasonable and proper rent for premises demised or let by any Member of the Company;
- (iv) of any premium for or payment arising out of any indemnity policy, where appropriate.

Provided that the provisions last aforesaid shall not apply to any payment to any company of which a Member of the School Board 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 such payment.

5. The Liability of the Members is Limited.
6. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up during the time that he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before the time 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 amongst themselves, such amount as may be required not exceeding One Pound.
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Company, but shall, be given or transferred to some other institution or institutions having objects similar to the objects of the Company or any of them and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, and in such proportions as shall be determined by the Members of the Company at or before the time of dissolution and in default thereof, then to some other such charitable institution or institutions as aforesaid and in such proportions as shall be determined by the Office of the Scottish Charity Regulator, and if and in so far as effect cannot be given to such provision, then to some charitable object.
8. True Accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company; and subject to any reasonable restrictions as to the time and manner of inspecting such Accounts that may be imposed in accordance with the regulations of the Company for the time

being, such Accounts shall be open for inspection by the Members. Once at least in every year the Accounts of the Company shall be examined, and a correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.