

THE COMPANIES ACTS 1985 TO 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM AND ARTICLES OF ASSOCIATION
OF CATS PROTECTION TRUSTEE LIMITED

Incorporated under the Companies Act 1985
on *15th December* 2008
under No: 6772997

The Companies Acts 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND

NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

CATS PROTECTION TRUSTEE LIMITED

1. The name of the company ("**the Company**") is Cats Protection Trustee Limited.
2. The registered office of the Company will be situated in England and Wales.
3. The objects ("**the Objects**") for which the Company is established are:
 - 3.1 to act as a trust corporation, to undertake and perform the office and duties of trustee, custodian trustee, executor, administrator, attorney or nominee of, or for, any person, corporation, association, scheme, pension, charity or other trust, fund or other body;
 - 3.2 to hold, deal with, manage, direct the management of, buy, sell, exchange, mortgage, charge, lease, dispose of, or grant, any right or interest in, over or upon, any real or personal property of any kind, including contingent and reversionary interests in any property, and to undertake and carry on any business undertaking or transaction;
 - 3.3 to apply for, acquire and hold any charters, Acts of Parliament, privileges, monopolies, licences, concessions, patents, or other rights, powers or orders from the British Government and Parliament, or from any other government, or state, or any local or other authority, in any part of the world and to exercise any powers, rights or privileges so obtained and to constitute or incorporate the Company in any foreign country or state;
 - 3.4 to act solely or jointly with any other person, corporation or body;
 - 3.5 to do all such other things as are incidental or conducive to the attainment of the Objects or any of them.

4. The Company shall have the following powers:

- 4.1 to make an application to the Lord Chancellor for consent to act as a Trust Corporation within the meaning of the Law of Property (Amendment) Act 1926;
- 4.2 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;
- 4.3 to sell, let or mortgage, dispose of, or turn to account, all or any of the property or assets of the Company;
- 4.4 to purchase, or otherwise acquire, plant and machinery, including computer hardware and software, furniture, fixtures, fittings, and all other effects of every description and to apply for registration of any patents, rights, copyrights licences and the like;
- 4.5 to borrow or raise money on such terms and on such security as may be thought fit, with such consents as are required by law;
- 4.6 to take and accept any gift of money, property or other assets, whether subject to any special trust or not;
- 4.7 to draw, make, accept, endorse, discount, execute, and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.8 to invest moneys of the Company, not immediately required for its purposes, in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any), and such consents (if any), as may for the time being be imposed or required by law;
- 4.9 to delegate the management of investments to an Investment Manager, but only on terms that:
 - (a) the investment policy is set out in writing;
 - (b) reports are submitted to the Directors from time to time;
 - (c) the performance of the investments is monitored and reviewed with the Directors;
 - (d) the Directors are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and delegation arrangement are reviewed at least once a year;

(f) all payments due to the Investment Manager are on a scale or at a level which is agreed in advance and are notified promptly to the Directors upon receipt; and

(g) the Investment Manager does not do anything outside the scope of the Directors.

4.10 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Directors, or of an Investment Manager acting under their instructions, or to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required;

4.11 to make any donations in cash or assets, or establish or support, or aid in the establishment or support of, and to lend money (with or without security) to, or for, any charitable associations or institutions;

4.12 to engage and pay any person or persons, whether on a full-time or part-time basis, or whether as consultant or employee, to supervise, organise, carry on the work of and advise the Company and to make any reasonable and necessary provision for the payment of pensions and superannuation to, or on behalf of, employees or former employees and their wives, husbands and other dependants;

4.13 to amalgamate with any companies, institutions, societies or associations;


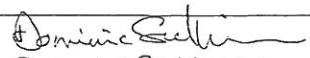
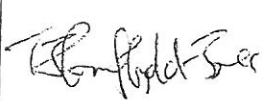
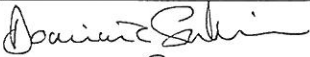

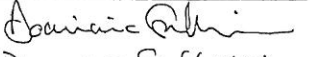
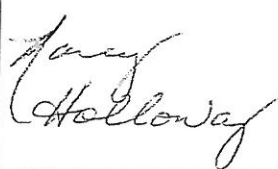
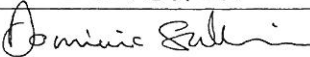
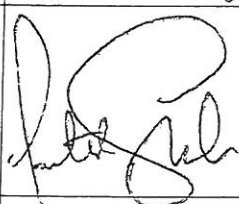
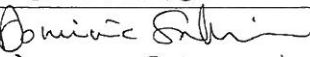



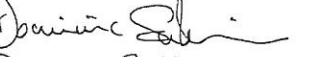
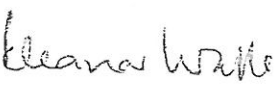
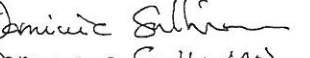
4.14 to pay out of the funds of the Company, the costs, charges and expenses of, and incidental to, the formation and registration of the Company; and

4.15 to do all such other lawful things as shall further the attainment of the Objects or any of them.

5. The affairs of the Company shall at all times be conducted with a view to avoiding the acquisition of any profit or gain, but if any profit or gain shall nonetheless be acquired by the Company it shall be applied in furthering the objects of Cats Protection.

6. The Company shall not be entitled to charge remuneration for the performance of the office and duties set out in Clauses 3 and 4 above.
7. The liability of the Members is limited.
8. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while 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 he ceases to be a Member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

We the subscribers of this Memorandum of Association wish to be formed into a company pursuant to this Memorandum

Names & Addresses of Subscribers	Signature of Subscriber	Date	Witness Signature, Name, Address & Occupation
Heather McCann		12 July 2008	 DOMINIC SULLIVAN NCC CHELWOOD GATE HAYWARDS HEATH SUSSEX RH17 7TT SOLICITOR
Prof Timothy Gruffydd-Jones		12 July 2008	 DOMINIC SULLIVAN NCC CHELWOOD GATE HAYWARDS HEATH SUSSEX RH17 7TT SOLICITOR
Wendy Bosler		12 July 2008	 DOMINIC SULLIVAN NCC CHELWOOD GATE HAYWARDS HEATH SUSSEX RH17 7TT SOLICITOR
Nancy Holloway		12 July 2008	 DOMINIC SULLIVAN NCC CHELWOOD GATE HAYWARDS HEATH SUSSEX RH17 7TT SOLICITOR
Patrick Sheehan		12/7/08	 DOMINIC SULLIVAN NCC CHELWOOD GATE HAYWARDS HEATH SUSSEX RH17 7TT SOLICITOR
John Stoker		12 July 2008	 DOMINIC SULLIVAN NCC CHELWOOD GATE HAYWARDS HEATH SUSSEX RH17 7TT SOLICITOR
Julie Toben		21/8/08	 DOMINIC SULLIVAN NCC CHELWOOD GATE HAYWARDS HEATH SUSSEX RH17 7TT SOLICITOR
Eleanor Walls		12/7/08	 DOMINIC SULLIVAN NCC CHELWOOD GATE HAYWARDS HEATH SUSSEX RH17 7TT SOLICITOR

The Companies Acts 1985 to 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
of
CATS PROTECTION TRUSTEE LIMITED

INTERPRETATION

1. In these Articles and in the Memorandum, the words, in the first column of the table below, shall bear the meanings set opposite to them, in the second column, if not inconsistent with the subject or context:

Words	Meanings
the Acts:	The Companies Acts 1985 to 2006 including any statutory modification or re-enactment of them for the time being in force;
Address:	in relation to Electronic Communications includes any number or address used for the purpose of such communications;
Appointed Directors:	directors appointed by the Directors;
the or these Articles:	the Articles of Association of the Company;
Cats Protection:	the registered charity known as Cats Protection (charity numbers 203644 and SC037711);
the Chairman:	the chairman of Directors as appointed under Article 38;
Clear Day:	24 hours from midnight following the relevant event;
the Company:	Cats Protection Trustee Limited;
the Company Secretary:	the company secretary of the Company;

Connected Person:	Any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Director, any firm or body corporate (including a limited liability partnership) of which a Director is a member or employee and any company of which a Director is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;
the Council:	the Council of Cats Protection;
the Deputy Chairman:	the deputy chairman of Directors as appointed under Article 38;
Director:	a director of the Company and Directors means all the directors;
Elected Directors:	directors elected by the Council;
Electronic Communication:	as defined in the Electronic Communications Act 2000;
Financial Year:	the Company's financial year;
Investment Manager:	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
Members:	the members of the Company for the purposes of the Acts;
the Memorandum:	the Memorandum of Association of the Company;
the Office:	the registered office of the Company;
Services:	in the context of remuneration for services as stipulated in Article 32, includes goods that are supplied in connection with the provision of those services;
the United Kingdom:	Great Britain and Northern Ireland; and
Year:	calendar year.

2. Unless the context otherwise requires:

- 2.1 words or expressions bear the same meaning as in the Acts, but excluding any statutory modification of them not in force when these Articles become binding on the Company; and
- 2.2 words denoting the singular include the plural and vice versa, words denoting any one gender include all genders, words denoting persons include firms, corporations, unincorporated associations and other bodies.

MEMBERS

- 3. The subscribers to the Memorandum and such other persons as are admitted to membership in accordance with the Articles shall be the Members. No person shall be admitted a Member unless he is appointed by the Directors in accordance with the Articles.
- 4. A Member may at any time withdraw from the Company by giving at least seven Clear Days' notice to the Company. Membership shall not be transferable.
- 5. Each Director from time to time appointed under these Articles shall also become a Member. Upon ceasing to be a Director each Member shall cease to be a Member and vice versa.
- 6. The Directors may terminate the membership of any Member but the requirements of natural justice shall be respected and a Member shall be entitled to be heard in his own defence by the Directors or a committee of the Directors.

GENERAL MEETINGS

- 7. The Directors, or their Chairman, may whenever they or he or she thinks fit, call General Meetings, and on the requisition of Members pursuant to the provisions of the Acts, shall immediately proceed to convene a General Meeting for a date not later than twenty one days after receipt of the requisition. If at any time, there are not, within the United Kingdom, sufficient Directors capable of acting to form a quorum, any Director, or any Member, may call a General Meeting.

NOTICE OF GENERAL MEETINGS

- 8. Notice of General Meetings shall be given in accordance with the Acts.

9. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

10. No business shall be transacted at any meeting unless a quorum is present. Three persons present at a general meeting and entitled to vote upon the business to be transacted shall be a quorum.
11. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such other time and place as the Members may determine or failing that the same day, in the next week, at the same time and place.
12. Meetings shall be chaired by the Chairman; or
 - 12.1 If the Chairman is unable and unwilling to act as chairman of the meeting, the Deputy Chairman shall chair the meeting; or
 - 12.2 If the Deputy Chairman is unable or unwilling to chair the meeting, such other Member nominated by the Members present at the general meeting shall preside as chairman of the meeting.
13. The Chairman may, with the consent of a 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 no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting, had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given, specifying the time and place of the adjourned meeting, and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
14. A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is demanded in accordance with the Acts.
15. A declaration by the Chairman 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 minutes of the meeting, shall be conclusive evidence of the fact, without proof of the number, or proportion, of the votes recorded in favour of, or against, the resolution.

16. A resolution in writing is as effectual as if it had been passed at a general meeting, duly convened and held, and may consist of several instruments in the like form when it is signed by, or on behalf of, those Members whose votes would have been required to pass it at a general meeting.

VOTES OF MEMBERS

17. Unless otherwise stated in the Articles every member present in person or by proxy shall have one vote.
18. No objection shall be raised to the qualification of any voter, except at the meeting, or adjourned meeting, at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman, whose decision shall be final and conclusive.
19. Every Member shall be entitled to appoint a proxy in accordance with the Acts.

DIRECTORS

20. Unless otherwise determined by ordinary resolution, the number of Directors shall not be less than four and not more than nine. Save for the first Directors (listed in Article 21 below), who shall serve in office until the dates specified in Article ~~22~~¹, every other Director shall be appointed for a term of five years and can be re-appointed/re-elected for a maximum of two further terms of five years each.
21. The first Directors shall be the individuals named below who shall serve in office until the end of the first Directors' meeting in the year set out next to their name but are still eligible for re-appointment or re-election for a maximum of up to two further terms of five years each:

Appointed Directors

Nancy Holloway	2010
Julie Toben	2010
John Stoker	2013

Elected Directors

Heather McCann	2010
Patrick Sheehan	2010

Prof Tim Gruffyd-Jones 2012

Eleanor Walls 2012

Wendy Bosler 2013

22. The Directors shall have power at any time, from time to time, to appoint any person to be a Director provided that Elected Directors have first been duly elected by the Council, but so that the total number of Directors shall not exceed the number determined under Article 20. The Directors shall consist of:

22.1 Not less than four but not more than five Elected Directors; and

22.2 Not more than four Appointed Directors.

23. No Director shall be entitled to appoint an alternate or proxy for any purpose.

POWERS OF DIRECTORS

24. Subject to the provisions of the Acts, the Memorandum and the Articles, the business of the Company shall be managed by the Directors, who may exercise all the powers of the Company. No alteration of the Memorandum or the Articles shall invalidate any prior act of the Directors, which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

25. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company, for such purposes and on such conditions as they determine, excluding authority for the agent to delegate all or any of his powers.

COMMITTEES OF DIRECTORS

26. The Directors may delegate any of their powers to any committee, consisting of one or more Directors, or other persons provided that the majority of members of a committee shall be Directors. Any such delegation may be made subject to any conditions and reporting requirements the Directors may impose, either collaterally with, or to the exclusion of, their own powers, and any such conditions may be revoked or altered. Subject to any such conditions, the proceedings of such a committee shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

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

- 27.1 he or she ceases to be a Director by virtue of any provision of the Acts or he or she becomes prohibited by law from being a Director;
- 27.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- 27.3 he or she is or may be suffering from mental disorder and either:
 - 27.3.1 is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force relating to mental disorder, or
 - 27.3.2 an order is made in relation to his personal welfare or property and affairs under legislation relating to mental health or mental capacity;
- 27.4 he or she resigns his or her office by notice in writing to the Company;
- 27.5 he or she absents himself or herself from two or more consecutive meetings of the Directors without the permission of the Directors and the Directors in such circumstances resolve that he or she should be removed from office provided that he or she shall have the right to make written representations to the Directors before a final decision is made;
- 27.6 he or she is convicted of an indictable offence or an offence involving cruelty to animals;
- 27.7 he or she ceases to be a Member; or
- 27.8 he or she has in the opinion of the Directors conducted himself or herself in such a way as to bring the Company or Cats Protection into disrepute and the Directors in such circumstances resolve that he or she should be removed from office provided that he or she shall have the right to make written representations to the Directors before a final decision is made.

EMPLOYMENT AND REMUNERATION OF THE DIRECTORS

28. The Directors shall not be employed by, or entitled to any remuneration from, the Company, any subsidiary company or Cats Protection, other than as provided under these Articles or the Rules of Cats Protection.

DIRECTORS' EXPENSES

29. The Directors may be paid all reasonable travelling, hotel and other expenses, properly incurred by them, in connection with their attendance at meetings of Directors, or committees of Directors, or otherwise in connection with the discharge of their duties.

DIRECTORS' INTERESTS

30. Subject to the provisions of the Acts, and provided that he or she has disclosed to the Directors the nature and extent of any material interest of his or her, a Director, notwithstanding his or her office:

30.1 may be a party to, or otherwise be interested in, any transaction or arrangement with the Company, or in which the Company is otherwise interested;

30.2 may be a director, or other officer of, or employed by, or a party to, any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

30.3 shall not, by reason of his or her office, be accountable to the Company, for any benefit which he or she derives from any such office or employment, from any such transaction or arrangement, or from any interest in any such body corporate, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

31. For the purposes of Article 30:

31.1 a general notice, given to the Directors, that a Director is to be regarded as having an interest, of the nature and extent specified in the notice, in any transaction or arrangement, in which a specified person or class of persons is interested, shall be deemed to be a disclosure that the Director has an interest in any such transaction, of the nature and extent so specified; and

31.2 an interest of which a Director has no knowledge, and of which it is unreasonable to expect him or her to have knowledge, shall not be treated as an interest of him or her.

32. In addition to Article 30, a Director, or a Connected Person, may enter into a contract with the Company to supply Services in return for payment or other material benefit but only if:

32.1 the Services are actually required by the Company;

- 32.2 the nature and level of the benefit is no more than reasonable in relation to the value of the Services and is set at a meeting of the Directors in accordance with procedure in Article 33;
 - 32.3 no more than one half of the Directors are interested in such a contract in any Financial Year; and
 - 32.4 before entering into such a contract, the Directors have decided that they are satisfied that it would be in the best interests of the Company for the Services to be provided by the relevant person to, or on behalf of, the Company for the amount or maximum amount of remuneration set at the meeting referred to in Article 32.2.
33. Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee, he or she must:
- 33.1 declare that interest before the meeting or at the meeting before discussion begins on the matter;
 - 33.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 33.3 not be counted in the quorum for that part of the meeting; and
 - 33.4 be absent during the vote and have no vote on the matter.

PROCEEDINGS OF DIRECTORS

34. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Three or more Directors may, and the Company Secretary at the request of three or more Directors shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
35. The Directors shall hold at least six Directors' meetings per year. The Directors shall, in respect of each financial year, lay before the Company, in the meeting of Directors held following the end of the financial year in question, copies of the Company's annual accounts, the Directors' report and the auditors' report on those accounts.
36. 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.

37. The continuing Directors, or a sole continuing Director, may act, notwithstanding any vacancies in their number, but if the number of Directors is less than the number fixed as the quorum, the continuing Directors, or Director, may act only for the purpose of filling vacancies, or of calling a general meeting.

38. The first Chairman and Deputy Chairman shall be the individuals named below who shall serve in office until the end of the first Directors' meeting in the year set out next to their name.

Chairman: Heather McCann 2010

Deputy Chairman: Professor Timothy Gruffydd-Jones 2012

Thereafter the Directors shall elect one of their number to be the Chairman, and another of their number to be Deputy Chairman of the Directors whenever vacancies arise. The Chairman and the Deputy Chairman shall hold office for 5 years from the date of their respective appointments, or, if sooner, until the end of their respective term of appointment or election as a Director. A Chairman or Deputy Chairman shall be eligible for re-election. The Directors may, at any time, remove a Chairman or Deputy Chairman from that office. Unless he or she is unwilling to do so, the Director appointed as Chairman shall, preside at every meeting of the Directors at which he or she is present, otherwise the Deputy Chairman shall preside at that meeting. If neither the Chairman nor the Deputy Chairman is willing to preside, or neither of them is present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.

39. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director, shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified, and had continued to be a Director, and had been entitled to vote.

40. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors, or of a committee of Directors, shall be as valid and effectual as if it had been passed at a meeting of Directors, or a committee of Directors, duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

41. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.

42. The Company may by ordinary resolution suspend, or relax, to any extent, either generally or in respect of any particular matter, any provision of the Articles, prohibiting a Director from voting at a meeting of Directors, or of a committee of Directors.
43. Where proposals are under consideration concerning the appointment of two or more Directors, the proposals may be divided and considered in relation to each Director separately, and (provided he or she is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote, and be counted in the quorum, in respect of each resolution, except that concerning his or her own appointment.
44. If a question arises at a meeting of Directors, or of a committee of Directors, as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting, and his or her ruling in relation to any Director, other than himself or herself, shall be final and conclusive.
45. Any of the Directors, or any member of a committee of the Directors, can take part in a meeting of the Directors, or meeting of a committee of the Directors, by way of:
- 45.1 a video conference, or conference telephone, or similar equipment, designed to allow everybody to take part in the meeting; or
- 45.2 a series of video conferences, or telephone calls, from the chairman of the meeting.

Taking part in this way shall be treated as being present at the meeting. A meeting which takes place by a series of video conferences, or telephone calls, from the chairman shall be treated as taking place where the chairman is. Otherwise, meetings shall be treated as taking place where the largest group of the participants are, or, if there is no such group, where the chairman is, unless the Directors decide otherwise.

COMPANY SECRETARY

46. Subject to the provisions of the Acts, the Company Secretary may be appointed by the Directors for such term, at such remuneration (if not also a Director), and upon such conditions as they may think fit and any Company Secretary so appointed may be removed by them.

MINUTES

47. The Directors shall cause minutes to be made in books kept for the purpose of:
- 47.1 all appointments of officers made by the Directors; and

- 47.2 all proceedings at meetings of the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

NOTICES


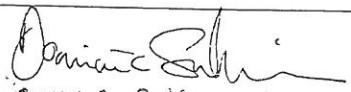

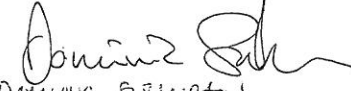

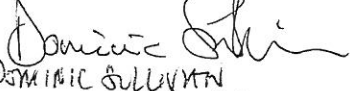

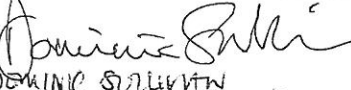
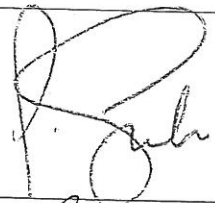
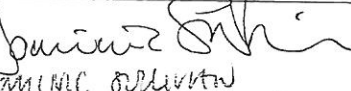

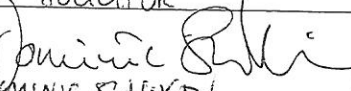

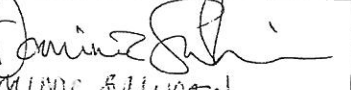

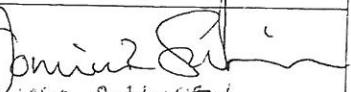
48. Any notice to be given to, or by, any person pursuant to the Articles, shall be in writing or shall be given using Electronic Communications, to an Address for the time being notified for that purpose to the person giving the notice or by posting a notice on the Company's website.
49. The Company may give any notice to a Member, or Director, either personally, or by sending it by post in a prepaid envelope, addressed to the Member or Director, at his or her last known Address, or by leaving it at that Address, or by giving it using Electronic Communications to an Address for the time being notified to the Company by the Member or Director or by posting the notice on the Company's website.
50. A Member or Director, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purposes for which it was called.
51. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty eight hours, after the envelope containing it was posted, or in the case of a notice contained in an Electronic Communication, at the expiration of forty eight hours after the time it was sent or, in the case of website notification, on the date on which it was posted.

INDEMNITY AND INSURANCE

52. Subject to the provisions of the Acts, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, Company Secretary, other officer or auditor of the Company shall be indemnified out of the assets of the Company, against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour, or in which he or she is acquitted, or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
53. The Directors shall have power to purchase, and maintain, for any Director, Company Secretary, other officer or auditor of the Company, insurance against any such liability as is permitted by law, and subject to the provisions of the Acts, against any other liability, which

may attach to him or her, or loss of expenditure which he or she may incur, in relation to anything done, or alleged to have been done, or omitted to be done, as a Director, Company Secretary, other officer or auditor.

We the subscribers of this Memorandum of Association wish to be formed into a company pursuant to this Memorandum

Names & Addresses of Subscribers	Signature of Subscriber	Date	Witness Signature, Name, Address & Occupation
Heather McCann		13 th July 2008 10 September 2008	 DOMINIC SULLIVAN NCC, CHELWOOD GATE SUSSEX RH17 7TT SOLICITOR
Prof Timothy Gruffydd-Jones		10 September 2008	 DOMINIC SULLIVAN NCC, CHELWOOD GATE, HAYWARDS HEATH, RH17 7TT, SOLICITOR
Wendy Bosler		10 September 2008	 DOMINIC SULLIVAN NCC, CHELWOOD GATE, HAYWARDS HEATH RH17 7TT
Nancy Holloway		10 September 2008	 DOMINIC SULLIVAN NCC, CHELWOOD GATE, HAYWARDS HEATH, RH17 7TT SOLICITOR
Patrick Sheehan		10 September 2008	 DOMINIC SULLIVAN NCC, CHELWOOD GATE, HAYWARDS HEATH, RH17 7TT SOLICITOR
John Stoker		10 September 2008	 DOMINIC SULLIVAN NCC, CHELWOOD GATE HAYWARDS HEATH, RH17 7TT SOLICITOR
Julie Toben		10 September 2008	 DOMINIC SULLIVAN NCC, CHELWOOD GATE HAYWARDS HEATH, RH17 7TT
Eleanor Walls		10 September 2008	 DOMINIC SULLIVAN NCC, CHELWOOD GATE HAYWARDS HEATH, RH17 7TT SOLICITOR