

THE COMPANIES ACTS 1985 AND 1989

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL**

MEMORANDUM OF ASSOCIATION

of

SEERA LIMITED

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1. The name of the Company is SEERA Limited("the Company").
 2. The registered office of the Company is to be situated in England and Wales.
 3. The objects of the Company is to promote the economic, social and environmental well-being of all who live and work in the South East of England ("the Objects").
 4. In furtherance of the Objects but not otherwise the Company may exercise the following Powers:

4.1 to promote, assist, consult and co-operate with the South East England Regional Assembly ("the Assembly"), but without in any way fettering the discretion and powers of the directors as stipulated by law and in the articles of association of the Company;

4.2 to invest and deal with the monies of the Company not immediately required for the purposes of the Company in or upon such investments, securities or property as may be though 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;

4.3 to provide indemnity insurance to cover the liability of the directors and Officers of the Company which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the directors and Officers of the Company knew to be a breach of trust or breach of duty which was committed by them in reckless disregard to whether it was a breach of trust or breach of duty or not and PROVIDED ALSO that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against them in their capacity of directors and Officers 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 further the Objects of the Company on the basis of Equality of Opportunity

4.6 to pay the costs of setting up and running the Company;

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 acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

4.9 subject to clause 5 below to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;

4.10 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;

4.11 to do all such other lawful things as are necessary or desirable for the achievement of the Objects.

5. The income and property of the Company 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 Members of the Company, and no director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company: PROVIDED THAT nothing in this document shall prevent any payment in good faith by the Company:

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

5.2 of reasonable and proper remuneration for any services rendered to the Company by any Member, Officer or employee of the Company;

5.3 the payment of good faith of any premium in respect of any indemnity insurance to cover the liability of the directors and Officers of the Company which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the directors and Officers of the Company knew to be a breach of trust or breach of duty which was committed by them in reckless disregard to whether it was a breach of trust or breach of duty or not and PROVIDED ALSO that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against them in their capacity of directors and Officers of the Company.

5.3 of interest on money lent by any Member of the Company or of its board of directors at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the board of directors;

5.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Member of the board of directors may also be a Member holding not more than 1/100th part of the issued capital of that company;

5.5 of reasonable and proper rent for premises demised or let by any Member of the Company or of its board of directors;

5.6 to any member of its board of directors of reasonable out-of-pocket expenses.

6. The liability of the Members is limited.
7. Every Member of the Company undertakes to contribute such amount as may be required not exceeding £1 to the Company's assets if it should be wound up while he/she is a Member or within one year after he/she ceases to be a Member, for payment of the Company's debts and liabilities contracted before he/she 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.
8. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other organisation or organisations having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 5 above, chosen by the Members of the Company at or before the time of dissolution and if that cannot be done then to some charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

Signatures, Names and Addresses of Subscribers

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation: