



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 6040775

The Registrar of Companies for England and Wales hereby certifies that

ACTASIA FOR ANIMALS LIMITED

having changed its name, is now incorporated under the name of

ACTASIA FOR ANIMALS

Given at Companies House on **9th January 2009**



C060407758



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

803075/10.

CERTIFIED

ACTAsia for Animals Limited ("the Company") To be a true copy of its original

Company number 06047795

BATES, WELLS & BRAITHWAITE

The Companies Acts 1985 to 2006

Dated 6/1/09



ALD4M6BF

A75

07/01/2009

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COMPANIES HOUSE

Private Company Limited by Guarantee and not Having a Share Capital

Written special resolutions

11 December 2008

Pursuant to Chapter 2 Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions.

1. That the name of the Company be changed to ACTAsia for Animals and clause 1 of the Memorandum of Association be amended to the following:

"The name of the company is ACTAsia for Animals. In this Memorandum and the company's Articles of Association it is called the "Charity".

2. THAT the company's Memorandum of Association be amended by:
 - 2.1 Changing the references to "the Company" to read "the Charity" (throughout the Memorandum);
 - 2.2 Changing the references to "ACTAsia for Animals Limited" to read "ACTAsia for Animals" (throughout the Memorandum);
 - 2.3 Changing the references to "Directors" to read "Trustees" (throughout the Memorandum);
 - 2.4 Deleting the existing clause 3 in its entirety and replacing it with the following:

"3. The objects of the Charity are:

3.1 To promote humane behaviour towards animals by:

3.1.1 providing appropriate care, protection, treatment and security for animals which are in need of care and attention by reason of sickness, maltreatment, poor circumstances or ill usage;

3.1.2 educating the public in matters pertaining to animal welfare in general and the prevention of cruelty and suffering among animals;

3.1.3 providing advice, assistance, training and support to members of the public and/or organisations who require such advice, assistance, training and support in connection with animal welfare and/ or cruelty issues; and

3.1.4 undertaking research into matters pertaining to animal welfare."

2.5 Amending clause 4.1 to read: "plan, develop, undertake and otherwise promote projects";

2.6 Deleting the existing clause 4.12 in its entirety and replacing it with the following:

"4.12 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;"

2.7 Deleting the words "and Trustees" from clause 4.31;

2.8 Deleting the existing clause 4.39 in its entirety and replacing it with the following:

"4.39 provide indemnity insurance to cover the liability of the Trustees 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 Charity, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:

4.39.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not;

4.39.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her; or

4.39.3 in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;"

2.9 Deleting the existing clause 5 in its entirety and replacing it with the following:

"5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

5.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:

5.2.1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;

5.2.2 reasonable and proper out of pocket expenses of the Trustees;

5.2.3 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:

- (a) the procedure described in Articles 65 - 71 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and*
- (b) this provision together with clause 5.2.4 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);*

5.2.4 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:

- (a) if such person is a Connected Person the procedure described in Articles 65 - 71 of the Articles (Conflicts of Interest) must be followed by relevant Trustee in relation to any decisions regarding such Connected Person; and*
- (b) this provision together with clause 5.2.3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).*

5.2.5 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;

5.2.6 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;

5.2.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.39 of this Memorandum;

5.2.8 any payments made to any Trustee or officer under the indemnity provisions set out at Article 82;

5.3 The restrictions on benefits and remuneration conferred on members of the Charity and on the Trustees by clause 5.2 of this Memorandum and the exceptions to such restrictions in clauses 5.2.1 to 5.2.8 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on members of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the charity in clauses 5.2.3 and 5.2.4 shall be treated as references to the Subsidiary Company and

references to a Trustee in 5.2.3 shall be treated as references to a director of the Subsidiary Company.

5.4 *The Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of clause 5.2 have been complied with."*

2.10 Deleting the existing clause 8 in its entirety and replacing it with the following:

"8. *If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit shall be chosen by the Trustees at or before the time of winding up or dissolution."*

3. THAT the articles of association contained in the document attached to this resolution be approved and adopted as the new articles of association of the Company in substitution for and to the exclusion of all existing articles of association and that with the effect from the date this resolution is passed the only members and only directors of the Company shall be Brian Cowie, Nelly van Amerongen and Nicola Hooper.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, being the Member entitled to attend and vote on the resolution on 11 December 2008, hereby irrevocably agrees to the resolution:



Pei-Feng Su

Date: 23/12/2008



Companies House

for the record

30(5)(c)

Change of name omitting "limited" or "cyfyngedig"

Please complete in typescript,
or in bold black capitals.

CHWP000

Company Number 6040775

Company Name in full ACTAsia for Animals LIMITED

I, Pei-Feng Su

of Spinney Bank, Kingswood Ave, Penn, Bucks, HP10 8PR

Ⓢ Please delete as appropriate.

[a director][the secretary] of the company do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at Eden House Reynolds Road Beaconsfield

Day Month Year
on 23 12 2008

Ⓢ Please print name.

before me Ⓢ JOHN LAURENCE BRETT A SOLICITOR

Signed

Date

23/12/08

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Augustus Della-Porta

Bates Wells & Braithwaite

Tel 020 7551 7607

DX number 42609

DX exchange Cheapside 1



A75

07/01/2009

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COMPANIES HOUSE

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

WEDNESDAY