

FILE COPY



Certificate of Incorporation of a Community Interest Company

Company No. 6316234

The Registrar of Companies for England and Wales hereby
certifies that:

MILIFE UK COMMUNITY INTEREST COMPANY

is this day incorporated under the Companies Act 1985 as a
private company; that the company is limited; and that it is a
community interest company

Given at Companies House, Cardiff, the 18th July 2007



N06316234C

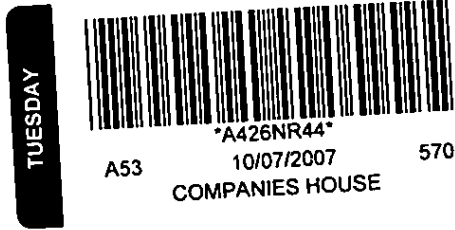


Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

6316234



CIC 36

Declarations on Formation of a Community Interest Company

For official use
(Please leave blank)

*Please
complete in
typescript, or
in bold black
capitals.*

Company Name in
full

MILIFE UK COMMUNITY INTEREST COMPANY

SECTION A: DECLARATIONS ON FORMATION OF A COMMUNITY INTEREST COMPANY

1. We/I, the undersigned, declare that the company whose proposed name appears above will not be:

- (a) a political party;
 - (b) a political campaigning organisation; or
 - (c) a subsidiary of a political party or of a political campaigning organisation.
- (as defined in regulation 2 of the Community Interest Company Regulations 2005 ("**the Regulations**")). (See note 1)

2. We/I further declare that the company will carry on its activities for the benefit of the community, or a section of the community, (as defined in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 ("**the Act**") and the Regulations Please insert a short description of the community, or section of the community, which it is intended that the company will benefit, in the space provided below (See note 2).

The company's activities will provide benefit to .

PEOPLE (BOTH ADULTS AND CHILDREN) WITH PROFOUND AND MULTIPLE LEARNING DISABILITIES AND ASSOCIATED COMPLEX NEEDS, UNTO THEIR FAMILIES

COMPANY NAME

MILIFE UK COMMUNITY INTEREST COMPANY

SECTION B: COMPANY ACTIVITIES

Please indicate how it is proposed that the company's activities will benefit the community (or a section of the community) Please provide as much detail as possible to enable the Regulator to make a properly informed decision about whether your company is eligible to be a community interest company (See note 3) We would find it useful if you brought out how you think your company will be different from a commercial company providing similar services or products for individual, personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by)
PROVIDE ADULTS WITH PROFOUND LEARNING DISABILITIES WITH EDUCATION AND TRAINING AND INVOLVE THEM IN LEISURE AND OUTDOOR ACTIVITIES	THE PROFOUNDLY DISABLED WILL BE ENCOURAGED TO RECEIVE FUTHER EDUCATION AND TRAINING, FOR EXAMPLE IN THE RURAL APPRENTICESHIP SCHEME THROUGH THEIR ACTIVITIES THEY WILL INTEGRATE INTO THE LOCAL COMMUNITY
PROVIDE DISABLED ADULTS WITH INDEPENDENT BUT SUPPORTED LIVING THROUGH SHARED OWNERSHIP	THIS WILL BE A COMMUNITY PROJECT INVOLVING HOUSING ASSOCIATIONS, SHARED OWNERSHIP CONSULTANCIES, LENDERS, CHARITIES AND CARE PROVIDERS
If the company makes any surplus it will be used for INVESTING IN THE FACILITIES AND TECHNOLOGY OF THE MILIFE CENTRES ANY SURPLUS MAY BE PAID TO THE CHARITY THAT HAS SUPPORTED THE PROJECT AND PROVIDED THE PREMISES, LORICA TRUST	

(Please continue on separate continuation sheet if necessary.)

CIC36/CIC37

Continuation Sheet

COMPANY NAME/NUMBER

MILIFE UK COMMUNITY INTEREST COMPANY

SECTION B: COMPANY ACTIVITIES – CONTINUATION SHEET

Please indicate how it is proposed that the company's activities will benefit the community (or a section of the community) Please provide as much detail as possible to enable the Regulator to make a properly informed decision about whether your company is eligible to be a community interest company. We would find it useful if you brought out how you think your company will be different from a commercial company providing similar services or products for individual, personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? <i>(The community will benefit by)</i>
TO PROVIDE FAMILIES OF DISABLED ADULTS WITH OUTREACH SERVICES, PROFESSIONAL ADVICE AND THE POSSIBILITY OF RESPITE HOLIDAYS	THIS IS EXTENDING THE AREA OF BENEFIT DIRECTLY INTO THE COMMUNITY AND THE HOMES OF THE FAMILIES OF THE DISABLED ADULTS
AGRICULTURAL ACTIVITIES	THE FARM SITE WILL PROVIDE THE OPPORTUNITY NOT ONLY FOR TRAINING AND APPRENTICESHIP BUT LONGER TERM FOR COMMERCIAL OPERATIONS SUCH AS A FARM SHOP, MAKING THE FACILITY AVAILABLE TO THE GENERAL PUBLIC IN THE AREA

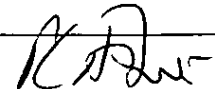
COMPANY NAME

MILIFE UK COMMUNITY INTEREST COMPANY

SECTION C: SIGNATORIES

Each person who will be a first director of the company must sign the declarations.

Signed



Date

6 June 07

Signed



Date

6 June 07

Signed



Date

6 June 07

Signed

Helen Harvie

Date

06/07/07

Signed

Date

(Please continue on separate continuation sheet if necessary)

CHECKLIST

These declarations must be accompanied by the following documents under section 10 of the Companies Act 1985 or Article 21 of the Companies (Northern Ireland) Order 1986 – have you included them with your application?

- (a) Memorandum and articles of association, which comply with requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company
- (b) Form 10 or Form 21 - First directors and secretary and intended situation of registered office
- (c) Form 12 or Form 23 - Declaration on application for registration
- (d) Any completed continuation sheets

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record

HELEN HARVIE

THE CORN EXCHANGE, BAFFINS LANE

CHICHESTER, WEST SUSSEX

PO19 1GE

Tel 1243813229

DX Number DX30300

DX Exchange

CHICHESTER

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

DX235 Edinburgh

for companies registered in Scotland

or LP – 4 Edinburgh 2

or

Companies Registry, Department of Enterprise, Trade and Investment, Waterfront Plaza, 8 Laganbank Road Belfast BT1 3BS

for companies registered in Northern Ireland



Companies House

— for the record —

12

Please complete in typescript,
or in bold black capitals

CHWP000

Declaration on application for registration

Company Name in full

MILIFE UK COMMUNITY INTEREST COMPANY

I, HELEN LAURETTE HARVIE

of THOMAS EGGAR LLP

† Please delete as appropriate

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company][person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with

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

Helen L Harvie

Declared at

SOUTH PALLANT HOUSE CHICHESTER

Day Month Year

On

09 07 2007

• Please print name

before me •

JENNIFER CLARE WALKER

Signed

J Walker

Date

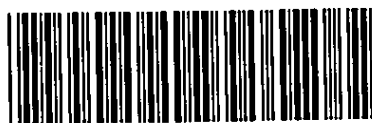
09 07 07.

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

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Tel	
DX number	DX exchange

TUESDAY



A53 10/07/2007 571
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



10

Please complete in typescript,
or in bold black capitals

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

MILIFE UK COMMUNITY INTEREST COMPANY

Proposed Registered Office

(PO Box numbers only, are not acceptable)

EAST CLAYTON FARM

STORRINGTON ROAD

Post town PULBOROUGH

County / Region WEST SUSSEX

Postcode RH20 4AG

If the memorandum is delivered by
an agent for the subscriber(s) of
the memorandum mark the box opposite
and give the agent's name and address

☐

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

1

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record

Thomas Eggar LLP

Corn Exchange, Baffin's Lane, Chichester, West Sussex,
PO19 1GE

Tel 01243 786111

DX number 30300

DX exchange Chichester

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**

TUESDAY



A53

10/07/2007
COMPANIES HOUSE

572

Company Secretary (see notes 1-5)

Company name MILIFE UK COMMUNITY INTEREST COMPANY

NAME

*Style / Title

MR

*Honours etc

* Voluntary details

Forename(s)

DOUGLAS FREDERICK

Surname

SANDERS

Previous forename(s)

Previous surname(s)

Address ††

33 ELDERFIELD CLOSE

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Post town

EMSWORTH

County / Region

HAMPSHIRE

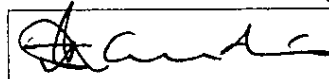
Postcode

PO10 7QW

Country

ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

Date

6th July 2007**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

DR

*Honours etc

Forename(s)

PETER GEORGE ASHFIELD

Surname

FROST

Previous forename(s)

Previous surname(s)

Address ††

OAKFIELD

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Post town

LEWES

County / Region

EAST SUSSEX

Postcode

BN8 5TJ

Country

Day Month Year

Date of birth

0

7

0

9

1

9

4

4

Nationality

BRITISH

Business occupation

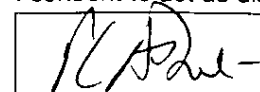
LECTURER

Other directorships

THE BEVERN TRUST

THE AGAPE TRUST

I consent to act as director of the company named on page 1

Consent signature

Date

6th July 07

CHFP025

Company name

MILIFE UK COMMUNITY INTEREST COMPANY

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

Forename(s)

DOUGLAS FREDERICK

Surname

SANDERS

Previous forename(s)

Previous surname(s)

Address ††

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

☐

Post town

County / Region

Postcode

Country

33 ELDERFIELD CLOSE

EMSWORTH

HAMPSHIRE

PO10 7QW

Day Month Year

Date of birth

0 9 1 1 1 9 3 9

Nationality

BRITISH

Business occupation

PART TIME CONSULTANT/RETIRED

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

Company Secretary (see notes 1-5)

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

Forename(s)

STEPHEN

Surname

SHARPE

Previous forename(s)

Previous surname(s)

Address ††

NO 9 DACRE GARDENS

UPPER BEEDING

Post town

STEYNING

County / Region

WEST SUSSEX

Postcode

BN44 3TD

Country

Day Month Year

Date of birth

2 | 2 | 0 | 1 | 1 | 9 | 7 | 2

Nationality

BRITISH

Business occupation

CHIEF EXECUTIVE

Other directorships

LORICA FUNDING AND DEVELOPMENT LIMITED

COLLEGE OF PHYTOTHERAPY

I consent to act as director of the company named on page 1

Consent signature

Date

8 JUL 07

Notes

- 1 Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s)

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line

Give previous forename(s) or surname(s) except that

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it

Address

Give the usual residential address

In the case of a corporation or Scottish firm give the registered or principal office

Subscribers

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s)

- 2 Directors known by another description

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council

- 3 Directors details

- Show for each individual director the director's date of birth, business occupation and nationality
The date of birth must be given for every individual director

- 4 Other directorships

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director

- 5 Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors

21395 861984/35

The Companies Acts 1985 and 1989

A Community Interest Company Established as a

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of

MiLife UK Community Interest Company

1. The Company is to be a community interest company.
2. The Company's name is **MiLife UK Community Interest Company** (and in this document it is called the "Company").
3. The Company's registered office is to be situated in England and Wales
4. The Company's objects (the "Objects") are to carry on activities which benefit the community and in particular (without limitation) to provide people (adults and children) with profound and complex learning, physical, mental or other form of difficulty or disability and their families and carers with health care, support, education and training, accommodation and respite, holiday facilities as well as professional advice and support and any other services.
5. In addition to any other powers it may have, the Company has the following powers which may be exercised to further the Objects
 - (1) To carry on any trade or business whatsoever and to do all such things as are incidental or conducive to the carrying on of any trade or business by it
 - (2) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licenses, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
 - (3) To enter into leases, deeds, covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds in connection with the property.



- (4) To erect, alter or maintain and buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above
- (5) To acquire by subscription or otherwise and hold, sell, deal with, make a market in or dispose of any shares, stocks, debentures, debenture stock, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof
- (6) To receive money on deposit or otherwise either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers.
- (7) To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, debenture, debenture stock, bond, standard security, indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within, in each case, the meaning of Section 736 and Section 736(A) of the Companies Act 1985 (the "Act"), as amended by the Companies Act 1989, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company

- (8) To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested, and generally as the Directors think fit.
- (9) To apply for, purchase or otherwise acquire and hold or use any patents, licenses, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired.
- (10) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, consultants, experts or agents.
- (11) To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (12) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such other company.
- (13) To carry on the business of farming and in connection therewith to acquire and deal in farm and other land and premises and in any interest in such property and any rights connected with it.
- (14) To act as farm managers and experts, consultants and advisers in every branch of farming, stockbreeding, grazing and other agricultural enterprise.
- (15) To carry on all or any of the businesses of graziers, millers and corn merchants, stock and poultry breeders, producers, raisers and growers of and dealers in agricultural, horticultural, farm, garden and orchard produce of all kinds, market gardeners, nurserymen, seedsmen and florists, dairymen, contractors for the supply of milk, manufacturers and merchants of, agents for, and dealers in feeding stuffs, manurial products and fertilisers of every

description, buyers, keepers, breeders and dealers in cattle, horses, sheep, pigs, poultry, game, fish and all kinds of live and dead stock, manufacturers, contractors for tractor work, ploughing and all operations connected with the cultivation of the soil, harvesting and storage of crops, and general merchants, agents and traders.

- (16) To draw, accept, make, endorse, discount, execute, issue and negotiate promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments.
- (17) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (18) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with out without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine
- (19) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, on in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stocks or securities so acquired.
- (20) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (21) To sell, improve, manage, develop, manufacture, repair, turn to account, exchange, let on rent or hire, royalty, share of profits or otherwise, export, import and deal in plant, machinery, appliances, apparatus, utensils,

materials, produce, articles and things of every description capable of being used in connection with the business of farming, grant licenses, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit

- (22) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (23) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions, whether such institutions are connected with the business carried on by the company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (24) To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company against any liability incurred by such persons in respect of any act of omission in the actual or purported execution and or discharge of their duties, powers or offices in relation to the Company, and to such extent as may be permitted by law or otherwise to indemnify or to exempt any such person against or from any such liability.
- (25) To do all or any things, hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.
- (26) Subject to, and always in compliance with, the provisions of Section 155 to 158 (inclusive) of the Act (if and so far as provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(27) To do all such other things (whether similar to any of the foregoing or not) as are incidental to or which the Company may think conducive to the furtherance of the above objects or any of them.

(28) The powers set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto

6 The liability of the Members is limited.

7. Every Member of the Company undertakes to contribute a sum not exceeding £1 to the assets of the Company if it is wound up during his, her or its membership or within one year afterwards

(a) for payment of the debts and liabilities of the Company contracted before he, she or it ceased to be a Member;


(b) for the costs, charges and expenses of winding up, and

(c) for the adjustment of the rights of the contributories among themselves.

We, the subscribers to this Memorandum, wish to form a Company pursuant to this Memorandum.

Names, Addresses and Signatures of Subscribers

1. Stephen Sharpe
No.9 Dacre Gardens
Upper Beeding
Steyning
West Sussex
BN44 3TD



Guarantee

£1

Dated 6th July 07

Witness to the above Signatures



Name HEATHER FROST

Address OAKFIELD COOKSBRIDGE RD
BARCOMBE NR LEWES BN8 5TJ ESX

Occupation HEALTH VISITOR

2. Peter George Ashfield Frost
Oakfield
Cooksbridge Road
Barcombe
Lewes
East Sussex
BN8 5TJ



£1

Dated 6th July 07

Witness to the above Signatures



Name HEATHER FROST

Address OAKFIELD COOKSBRIDGE RD
BARCOMBE NR LEWES BN8 5TJ ESX

Occupation HEALTH VISITOR

3. Douglas Frederick Sanders
33 Elderfield Close
Emsworth
Hampshire
PO10 7QW

Guarantee

£1

Dated

Witness to the above Signatures

Name

Address

Occupation

4. Helen Laurette Harvie
Little Daux Farm
East Street
Billingshurst
West Sussex
RH14 9DB

Dated

Witness to the above Signatures

Name

Address

Occupation

LEGAL SECRETARY

The Companies Acts 1985 and 1989
A Community Interest Company Established as
Company Limited by Guarantee and not having a Share Capital
Articles of Association of
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PART ONE: DEFINITIONS AND INTERPRETATION

Definitions

1. In these Articles the following terms shall have the following meanings:

"1985 Act"	the Companies Act 1985
"2004 Act"	the Companies (Audit, Investigations and Community Enterprise) Act 2004
"address"	a postal address or, for the purposes of electronic communications, a fax number, an e-mail address or a text message number in each case registered with the Company
"Articles"	the Articles of Association of the Company
"Asset Locked Body"	a community interest company, Charity or Scottish Charity or a body established outside Great Britain that is equivalent to any of those persons
"Chair"	the meaning given in article 16
"Charity"	(except in the phrase, "Scottish Charity") the meaning given by Section 96 of the Charities Act 1993
"clear days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Company"	the company intended to be regulated by these articles
"Director"	a Director or Directors of the Company, including any person occupying the position of Director, by whatever name called
"Directors' functions"	the meaning given in article 5(1)
"electronic communication"	the meaning given in the Electronic

Communications Act 2000

"in writing"	written printed or transmitted writing including by electronic communication
"majority decision"	the meaning given in article 11
"Members"	the members of the Company as defined in the 1985 Act
"Memorandum"	the Memorandum of Association of the Company
"Regulations"	the Community Interest Company Regulations 2005
"Regulator"	the Regulator of Community Interest Companies
"relevant quorum"	the meaning given in article 15(1)
"remuneration"	any reasonable payment or benefit received, or to be received, by a Director or employee of the Company in consideration for that Director's or employee's services to the Company, and any arrangement in connection with the payment of a pension, allowance or gratuity to or in respect of any person who is to be, is, or has been a Director or employee of the Company or any of its predecessors in business
"Scottish Charity"	the meaning given in section 1(7) of the Law Reform (Miscellaneous Provisions) Scotland Act 1990
"Secretary"	the individual appointed as Company Secretary under article 40
"subsidiary"	the meaning given in section 736 of the 1985 Act
"unanimous decision"	the meaning given in article 10.

Interpretation

2. (1) Unless the context requires otherwise, words or expressions defined in.

- (a) the 1985 Act,
 - (b) the 2004 Act, or
 - (c) the Regulations,
- have the same meaning in the Articles.
- (2) Without prejudice to the generality of paragraph (1).
 - (a) "community" is to be construed in accordance with section 35 of the 2004 Act and Part 2 of the Regulations;
 - (b) "financial year" has the meaning given in section 223 of the 1985 Act, and
 - (c) "transfer" includes every description of disposition, payment, release or distribution and the creation or extinction of an estate or interest in, or right over, any property, or, in Scotland, a right, title or interest in or over any property.
 - (3) Unless the context requires otherwise, all references to legislative provisions are to the legislation concerned as amended, repealed, re-enacted or replaced and in force from time to time.
 - (4) Unless the context requires otherwise, words in the singular include the plural and words in the plural include the singular.
 - (5) All headings and explanatory notes are included for convenience only; they do not form part of the Articles, and shall not be used in the interpretation of the Articles

PART TWO: ASSET LOCK

Transfer of Assets/Asset Lock

- 3 (1) The Company shall not transfer any of its assets other than for full consideration.
- (2) Provided the conditions specified in paragraph (3) are satisfied, paragraph (1) shall not apply to:
 - (d) the transfer of assets to any Asset Locked Body specified in the Memorandum or Articles for the purposes of this article or (with the consent of the Regulator) to any other Asset Locked Body;
 - (e) the transfer of assets made for the benefit of the community other than by way of a transfer of assets to an Asset Locked Body;
- (3) The condition is that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum or the Articles
- (4) If:

- (a) the Company is wound up under the Insolvency Act 1986; and
- (b) all its liabilities have been satisfied,

then any remaining residual assets shall be given or transferred to the specified Asset Locked Body specified in the Memorandum and Articles for the purposes of this article

- (5) For the purposes of this article, the following Asset Locked Body is specified as a potential recipient of the Company's assets under paragraphs (2) and (4).

Name: Lorica Trust Limited

Registered Charity Number : 1066891

Registered Company Number: 3462477

**Registered Office / Principal office address: 30 Cambridge Road, Hove,
East Sussex BN3 1DF**

PART THREE: DIRECTORS' FUNCTIONS

Directors General Authority to Manage the Company

- 4. (1) The Directors' functions are
 - (a) to manage the Company's business; and
 - (b) to exercise all the powers of the Company for any purpose connected with the Company's business.
- (2) The Directors may delegate their functions in accordance with the Articles.

Limit on Directors' Functions

- 5. (1) The Members may, by special resolution:
 - (a) alter the scope of the Directors' functions, or
 - (b) require the Directors to act in a specified manner.
- (2) No special resolution passed under paragraph (1) shall have retrospective effect

Delegation

- 6 (1) Subject to the Articles, the Directors may delegate any of their functions to any person they think fit.

- (2) The Directors must not delegate to any person who is not a Director any decision connected with:
 - (a) the taking of decisions by Directors;
 - (b) the appointment of a Director or the termination of a Director's appointment.
- (3) Any delegation under paragraph (1) may authorise further delegation of the Directors' functions by any person to whom they are delegated.

Committees of Directors

- 7. (1) Two or more Directors are a "committee" if the Directors have.
 - (a) delegated any of the Directors' functions to them; and
 - (b) indicated that they should act together in relation to that function.
- (2) The provisions of the Articles about how the Directors take decisions shall apply, as far as possible, to the taking of decisions by committees

PART FOUR: DECISION-MAKING BY DIRECTORS

Scope of Rules

- 8 (1) References in the Articles to decisions of Directors are to decisions of Directors which are connected with their functions.
- (2) Except where the Articles expressly provide otherwise, provisions of the Articles about how the Directors take decisions do not apply:
 - (a) when the Company only has one Director; or
 - (b) to decisions delegated to a single Director.

Directors to Take Decisions Collectively

- 9. Any decision which the Directors take:
 - (a) must be either a unanimous decision or a majority decision; and
 - (b) may, but need not, be taken at a meeting of Directors.

Unanimous Decisions

- 10. (1) The Directors take a unanimous decision when they all indicate to each other that they share a common view on a matter.

- (2) A unanimous decision need not be taken at a meeting of Directors nor involve any discussion between Directors

Majority Decisions

- 11. (1) The Directors take a majority decision if:
 - (a) every Director has been made aware of a matter to be decided by the Directors;
 - (b) all the Directors who indicate that they wish to discuss the matter have had a reasonable opportunity to communicate their views on it to each other; and
 - (c) a majority of those Directors vote in favour of a particular conclusion on that matter
- (2) Paragraph (1)(a) does not require communication with any Director with whom it is not practicable to communicate, having regard to the urgency and importance of the matter to be decided.
- (3) In case of an equality of votes, the Chair shall have a second or casting vote.
- (4) A Director who is an alternative director shall be entitled in the absence of his appointer to a separate vote on behalf of his appointer in addition to his own vote.
- (5) Except as provided by paragraph (3) and (4), in all proceedings of Directors each Director must not have more than one vote.
- (6) Directors participating in the taking of a majority decision otherwise than at a meeting of Directors:
 - (a) may be in different places, and may participate at different times; and
 - (b) may communicate with each other by any means.

Meetings of Directors

- 12. (1) Any Director may call a meeting of Directors.
- (2) Every Director must be given reasonable notice of a meeting of Directors.
- (3) Paragraph (2) does not require notice to be given:
 - (a) in writing, or
 - (b) to Directors to whom it is not practicable to give notice, having regard to the urgency and importance of the matters to be decided, or who have waived their entitlement to notice.

- (4) Directors participating in a meeting of Directors:
 - (a) must participate at the same time, but may be in different places;
and
 - (b) may communicate with each other by any means

Conflicts of Interest

13. (1) In this article, a "relevant interest" is:
- (a) any interest which a Director has in; or
 - (b) any duty which a Director owes to a person other than the Company in respect of,

an actual or proposed transaction or arrangement with the Company.
- (2) For the purposes of paragraph (1)(a), a Director shall be deemed to have an interest in a transaction or arrangement if:
- (a) the Director or any partner or other close relative of the Director has an actual or potential financial interest in that transaction or arrangement;
 - (b) any person specified in paragraph (2)(a) is a partner in a firm or limited partnership, or a director of or a substantial shareholder in any Company, which has an actual or potential commercial interest in that transaction or arrangement; or
 - (c) any other person who is deemed to be connected with that Director for the purposes of section 317 of the 1985 Act has a personal interest in that transaction or arrangement.
- (3) Subject to paragraph (8)(b), a Director who has a relevant interest must disclose the nature and extent of that interest to the other Directors
- (4) Subject to paragraphs (5) and (6), when the Directors take a majority decision on any matter relating to a transaction or arrangement in which a Director has a relevant interest:
- (a) no Director who has such a relevant interest may vote on that matter;
and
 - (b) for the purposes of determining whether a relevant quorum is present, or whether a majority decision has been taken in relation to that matter, such a Director's participation in the decision-making process shall be ignored.
- (5) Paragraph (4) does not apply:
- (a) if the Director's interest cannot reasonably be regarded as giving rise to any real possibility of a conflict between the interests of the Director and the Company, or

- (b) if the Director's interest only arises because the Director has given, or has been given, a guarantee, security or indemnity in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries.
- (6) The Members may by ordinary resolution decide to disapply paragraph (4), either in relation to majority decisions generally or in relation to a particular decision.
- (7) Subject to the 1985 Act, if a Director complies with paragraph (3):
 - (a) that Director:
 - (i) may be a party to, or otherwise interested in, the transaction or arrangement in which that Director has a relevant interest, and
 - (ii) shall not, by reason of being a Director, be accountable to the Company for any benefit derived from that transaction or arrangement; and
 - (b) the transaction or arrangement in which that Director has a relevant interest shall not be liable to be treated as void as a result of that interest.
- (8) For the purposes of paragraph (3)
 - (a) a general notice given to the Directors that a Director is to be regarded as having a specified interest in any transaction or arrangement shall be deemed to be a disclosure that the Director has an interest in any such transaction or arrangement of the nature and extent so specified, and
 - (b) any interest of which a Director has no knowledge, and could not reasonably be expected to have knowledge, shall be disregarded.

Records to be kept

- 14. (1) The Directors are responsible for ensuring that the Company keeps a record in writing of:
 - (a) every unanimous or majority decision taken by the Directors, and
 - (b) every declaration by a Director of an interest in an actual or proposed transaction with the Company.
- (2) Any record kept under paragraph (1) must be kept:
 - (a) for at least ten years from the date of the decision or declaration recorded in it;
 - (b) together with other such records; and
 - (c) in such a way that it is easy to distinguish such records from the Company's other records.

Specified Number of Directors for Majority Decisions

- 15 (1) Subject to paragraph (2), no majority decision shall be taken by the Directors unless **three Directors** (the "relevant quorum") participate in the process by which the decision is taken and are entitled to vote on the matter on which the decision is to be taken
- (2) If the Company has one or more Directors, but the total number of Directors is less than the relevant quorum, the Directors may take a majority decision.
- (a) to appoint further Directors; or
- (b) that will enable the Members to appoint further Directors.

Chairing of Majority Decision Making Processes

16. (1) The Directors shall appoint a Director to chair the taking of all majority decisions by them.
- (2) If the person appointed under paragraph (1) is for any reason unable or unwilling to chair a particular majority decision making process, the Directors shall appoint another Director to chair that process
- (3) The Directors may terminate an appointment made under paragraph (1) or paragraph (2) at any time
- (4) A Director appointed under this article shall be known as the Chair for as long as such appointment lasts.

Directors' Discretion to Make Further Rules

17. (1) Subject to the Articles, the Directors may make any rule which they think fit about how they take decisions.
- (2) The Directors must ensure that any rule which they make about how they take decisions is communicated to all persons who are Directors while that rule remains in force.

Defect in Appointment

18. (1) This article applies if:
- (a) a decision is taken by the Directors, or a committee of the Directors, or a person acting as a Director; and
- (b) it is subsequently discovered that a person who, acting as a Director, took, or participated in taking, that decision:
- (i) was not validly appointed as a Director;

- (ii) had ceased to hold office as a Director at the time of the decision;
 - (iii) was not entitled to take that decision; or
 - (iv) should, in consequence of a conflict of interest, not have voted in the process by which that decision was taken.
- (2) Where this article applies
 - (a) the discovery of any defect of the kind specified in paragraph (1)(b) shall not invalidate any decision which has been taken by, or with the participation of, the person in relation to whom that defect exists; and
 - (b) any such decision shall be as valid as if no such defect existed in relation to any person who took it or participated in taking it.

PART FIVE: DIRECTORS' APPOINTMENT AND TERMS OF SERVICE

Minimum Number of Directors

19. The number of Directors shall not be less than three.

Appointment of Directors

20. (1) The first Directors shall be the persons named in the Form 10 upon incorporation.
- (2) Thereafter, Directors may be appointed:
- (a) by decision of the Directors, or
 - (b) by ordinary resolution of the Members
- Provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors
- (3) No person may be appointed as a Director:
- (a) unless that person (if that person is an individual) is willing to serve as a Director and has attained the age of 18 years; or
 - (b) in circumstances which, if that person had already been a Director, would have resulted in that person ceasing to be a Director under the Articles.

Termination of Directors' Appointment

21. (1) A person shall cease to be a Director if:

- (a) that person ceases to be a Member;
 - (b) that person ceases to be a Director by virtue of any provision of the 1985 Act, or is prohibited by law from being a Director;
 - (c) any notice to the Company that that person is resigning or retiring from office as Director takes effect (except that where such resignation or retirement would otherwise lead to the Company having fewer than two Directors, it shall not take effect until sufficient replacement Directors have been appointed);
 - (d) the Members pass an ordinary resolution removing that person from office;
 - (e) a contract under which that person is appointed as a Director of, or personally performs services for, the Company or any of its subsidiaries terminates, and the Directors decide that that person should cease to be a Director;
 - (f) the Directors decide, at a meeting of Directors, that that person should be removed from office, but such a decision shall not be taken unless the person in question has been given:
 - (i) at least fourteen clear days' notice in writing of the proposal to remove that person from office, specifying the circumstances alleged to justify removal from office; and
 - (ii) a reasonable opportunity of being heard by, or of making representations in writing to, the Directors
- (2) No powers to remove Directors may be given to persons who are not Members which immediately after their exercise could result in either.
- (a) the majority of the remaining Directors having been appointed by persons who are not Members; or
 - (b) the number of Directors removed during the financial year of the Company by persons who are not Members exceeding the number of the remaining Directors

But this shall not prevent a Director from appointing, or subsequently removing, an alternate director, if permitted to do so by the Articles.

Directors' Remuneration and Other Terms of Service

22. (1) Subject to the 1985 Act, the Articles, the Company satisfying the community interest test, and any resolution passed under paragraph (2), the Directors may decide the terms (including as to remuneration) on which a Director is to perform Directors' functions, or otherwise perform any service for the Company or any of its subsidiaries

- (2) The Members may by ordinary resolution limit or otherwise specify the remuneration to which any Director may be entitled, either generally or in particular cases.

Directors' Expenses

23. The Company may meet all reasonable expenses which the Directors properly incur in connection with:
- (a) the exercise of their functions; or
 - (b) the performance of any other duty which they owe to, or service which they perform for, the Company or any of its subsidiaries

PART SIX: MEMBERS

Appointment of Members

24. (1) The subscribers to the Memorandum are the first Members of the Company
- (2) Such other persons or organisations as agree to become Members of the Company, whose names are entered in the register of Members, and who are admitted to membership in accordance with the Articles, shall be Members of the Company.
- (3) No person or organisation shall be admitted as a Member of the Company unless he, she or it is approved by the Directors.
- (4) Every person or organization who wishes to become a Member shall execute and deliver to the Company an application for membership in such form (and containing such information) as the Directors require..

Transfer and termination of membership

25. (1) Membership is not transferable to anyone else
- (2) Membership is terminated if:
- (a) the Member dies or ceases to exist;
 - (b) the Members pass an ordinary resolution expelling the Member; or

- (c) otherwise in accordance with the Articles.
- (3) No resolution shall be passed under paragraph (2) unless the Member has been given:
 - (a) at least fourteen clear days' notice in writing that it is proposed to expel him, her or it, specifying the circumstances alleged to justify expulsion; and
 - (b) a reasonable opportunity of being heard by or of making written representations to the Members passing the ordinary resolution

PART SEVEN: GENERAL MEETINGS

Annual General Meeting

26. The Company shall hold an annual general meeting
- (1) within 18 months of the Company's date of incorporation and afterwards once in each calendar year (provided that not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next); and
 - (2) at such date, time and place as the Directors shall determine

Other General Meetings

27. (1) The Directors may decide to call a general meeting at any time.
- (2) The Directors shall call a general meeting on receiving a requisition to that effect in accordance with the 1985 Act.

Notice

28. (1) Notice of general meetings shall be given to every Member, the Directors and the Company's auditors (if any)
- (2) All general meetings shall be called by at least 21 clear days' notice in writing.
- (3) Every notice calling a general meeting shall specify.
- (a) the place, date and time of the meeting, and
 - (b) the general nature of the business to be transacted.
- (4) In the case of an annual general meeting, the notice shall specify that the meeting is an annual general meeting.

- (5) If a special resolution is to be proposed, the notice shall contain a statement to that effect and set out the text of the special resolution.

Quorum

29. (1) No business shall be transacted at any meeting unless a quorum is present.
- (2) The quorum for a general meeting shall be **four** Members present in person (or, in the case of a corporate Member, by its duly appointed representative) and entitled to vote on the business to be transacted.
- (3) If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned for a minimum of seven days until such time as the Directors determine.

Conduct of Business - General

30. (1) The Chair shall preside as chair of the general meeting. In the Chair's absence, the Members shall appoint some other Director, or (if no Director willing to preside is present) a Member to preside
- (2) The chair
- (a) may adjourn the meeting from time to time and from place to place, with the consent of a meeting at which a quorum is present; and
- (b) shall do so if so directed by the meeting or in accordance with the Articles.
- (3) 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
- (4) 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.
- (5) Except as required by law, all decisions of the Members at a general meeting shall be made by ordinary resolution.

Voting Procedures

31. (1) Every Member present in person (or, in the case of a corporate Member, by its duly authorised representative) shall have one vote.
- (2) A person who is not a Member shall not have any right to vote at a general meeting of the Company (except as the duly authorised representative of a Member)

- (3) Paragraphs (1) and (2) are without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures
- (4) A declaration by the Chair that a resolution has been:
 - (i) carried;
 - (ii) carried unanimously, or by a particular majority;
 - (iii) lost, or
 - (iv) 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
- (5) In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have as a Member
- (6) The proceedings at any general meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting
- (7) No objection shall be raised to the qualification of any voter except at the general 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 chair whose decision shall be final and binding.

Minutes

32. (1) The Directors shall cause minutes to be made and kept, in writing, of all proceedings at general meetings of the Company.
- (2) Any such minute, if purported to be signed by the chair of the meeting, or by the chair of the next succeeding general meeting, shall be sufficient evidence of the proceedings.

PART EIGHT: MISCELLANEOUS

Company Secretary

33. (1) Subject to the provisions of the 1985 Act, the Directors shall decide to appoint an individual to act as Company Secretary for such term and at such remuneration and upon such other conditions as they may think fit.
- (2) The Directors may decide to remove a person from the office of Secretary at any time.

Accounts and Reports

34. (1) The Directors shall comply with the requirements of the 1985 Act and any other applicable law as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of annual reports and accounts.
- (2) Subject to paragraph (3), the Company's statutory books and accounting records shall be open to inspection by the Members during usual business hours.
- (3) The Company may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by Members

Notices

35. (1) Except where the Articles provide otherwise, any notice to be given to or by any person under the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice
- (2) The Company may give any notice to any person under the Articles:
 - (a) in person,
 - (b) by sending it by post in a prepaid envelope addressed to that person at that person's registered address, or by leaving it at that address;
 - (c) by fax or by electronic communication to an address provided for that purpose, or
 - (d) by posting it on a website, where the recipient has been notified of such posting in a manner agreed by that person.
- (3) A person present at any meeting shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- (4) Proof that:
 - (a) an envelope containing a notice was properly addressed, prepaid and posted; or
 - (b) that an electronic communication or fax has been transmitted to the correct address or number,shall be conclusive evidence that the notice was given.
- (5) A notice shall, unless the contrary is proved, be deemed to be given:

- (a) at the expiration of 48 hours after the envelope containing it was posted; or
- (b) in the case of a notice contained in an electronic communication or fax, at the expiration of 48 hours after the time it was transmitted.

Indemnity

- 36 (1) Subject to the 1985 Act, a Director shall be indemnified out of the Company's assets against any expenses which that Director incurs:
- (a) in defending civil proceedings in relation to the affairs of the Company (unless judgement is given against the Director and the judgement is final),
 - (b) in defending criminal proceedings in relation to the affairs of the Company (unless the Director is convicted and the conviction is final),
 - (c) in connection with any application for relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (unless the Court refused to grant the Director relief, and the refusal is final)
- (2) Judgement, conviction or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal brought is determined, abandoned or otherwise ceases to have effect.
- (3) This article is without prejudice to any other indemnity to which a Director may be entitled

Names, Addresses and Signatures of Subscribers

1. Stephen Sharpe
No 9 Dacre Gardens
Upper Beeding
Steyning
West Sussex
BN44 3TD



Dated

6th July 07

Witness to the above Signatures

M Frost

Name

HEATHER FROST

Address

OAKFIELD COOKS BRIDGE RD
BARLONIBE NR Lewes BN8 5TS ESX

Occupation

HEALTH VISITOR.

2. Peter George Ashfield Frost
Oakfield
Cooksbridge Road
Barcombe
Lewes
East Sussex
BN8 5TJ

PGAFrost

Dated 6th July 07.

Witness to the above Signatures

Mr Frost

Name HEATHER FROST

Address OAKFIELD COOKSBRIDGE RD
BARCOMBE NP LEWES BN8 5TJ E SX

Occupation HEALTH VISITOR

3. Douglas Frederick Sanders
33 Elderfield Close
Emsworth
Hampshire
PO10 7QW

D Sanders

Dated

6th July 2007

Witness to the above Signatures

Ben Sanders

Name Ben Sanders

Address 33 Elderfield Close
Emsworth
Hampshire PO10 7QW

Occupation

Student

4. Helen Laurette Harvie
Little Daux Farm
East Street
Billingshurst
West Sussex
RH14 9DB

Helen L. Harvie

Dated 06/07/07

Witness to the above Signatures

Eleanor Johnson-Cadwell

Name ELEANOR JOHNSON - CADWELL

Address THE CORN EXCHANGE
BARRIS LANE
CHICHESTER
WEST SUSSEX
PO19 1GE

Occupation

LEGAL SECRETARY

MiLife UK
Community Interest Company
MEMORANDUM & ARTICLES OF ASSOCIATION

Incorporated on **2007**
(Company number)

I, HELEN L HARVIE
Solicitor, hereby certify this
to be a true and complete copy
of the original

Helen L. Harvie

The Corn Exchange
Baffins Lane
Chichester
West Sussex
PO19 1GE
Tel: 01243 786111
Fax 01243 536787

Ref. T&T/955

www.thomaseggar.com

The Companies Acts 1985 and 1989
A Community Interest Company Established as a
Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of
MiLife UK Community Interest Company

1. The Company is to be a community interest company.
2. The Company's name is **MiLife UK Community Interest Company** (and in this document it is called the "Company").
3. The Company's registered office is to be situated in England and Wales
4. The Company's objects (the "Objects") are to carry on activities which benefit the community and in particular (without limitation) to provide people (adults and children) with profound and complex learning, physical, mental or other form of difficulty or disability and their families and carers with health care, support, education and training, accommodation and respite, holiday facilities as well as professional advice and support and any other services
5. In addition to any other powers it may have, the Company has the following powers which may be exercised to further the Objects:
 - (1) To carry on any trade or business whatsoever and to do all such things as are incidental or conducive to the carrying on of any trade or business by it.
 - (2) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licenses, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
 - (3) To enter into leases, deeds, covenants and other instruments whereby the Company may or shall assume liabilities and responsibilities for carrying out obligations of all kinds in connection with the property.

- (4) To erect, alter or maintain and buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (5) To acquire by subscription or otherwise and hold, sell, deal with, make a market in or dispose of any shares, stocks, debentures, debenture stock, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (6) To receive money on deposit or otherwise either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers.
- (7) To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, debenture, debenture stock, bond, standard security, indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within, in each case, the meaning of Section 736 and Section 736(A) of the Companies Act 1985 (the "Act"), as amended by the Companies Act 1989, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.

- (8) To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested, and generally as the Directors think fit.
- (9) To apply for, purchase or otherwise acquire and hold or use any patents, licenses, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired.
- (10) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, consultants, experts or agents.
- (11) To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (12) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such other company.
- (13) To carry on the business of farming and in connection therewith to acquire and deal in farm and other land and premises and in any interest in such property and any rights connected with it.
- (14) To act as farm managers and experts, consultants and advisers in every branch of farming, stockbreeding, grazing and other agricultural enterprise.
- (15) To carry on all or any of the businesses of graziers, millers and corn merchants, stock and poultry breeders, producers, raisers and growers of and dealers in agricultural, horticultural, farm, garden and orchard produce of all kinds, market gardeners, nurserymen, seedsmen and florists, dairymen, contractors for the supply of milk, manufacturers and merchants of, agents for, and dealers in feeding stuffs, manurial products and fertilisers of every

description, buyers, keepers, breeders and dealers in cattle, horses, sheep, pigs, poultry, game, fish and all kinds of live and dead stock, manufacturers, contractors for tractor work, ploughing and all operations connected with the cultivation of the soil, harvesting and storage of crops, and general merchants, agents and traders.

- (16) To draw, accept, make, endorse, discount, execute, issue and negotiate promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments.
- (17) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (18) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with out without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (19) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, on in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stocks or securities so acquired.
- (20) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (21) To sell, improve, manage, develop, manufacture, repair, turn to account, exchange, let on rent or hire, royalty, share of profits or otherwise, export, import and deal in plant, machinery, appliances, apparatus, utensils,

materials, produce, articles and things of every description capable of being used in connection with the business of farming, grant licenses, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

- (22) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants
- (23) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions, whether such institutions are connected with the business carried on by the company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (24) To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company against any liability incurred by such persons in respect of any act of omission in the actual or purported execution and or discharge of their duties, powers or offices in relation to the Company, and to such extent as may be permitted by law or otherwise to indemnify or to exempt any such person against or from any such liability.
- (25) To do all or any things, hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.
- (26) Subject to, and always in compliance with, the provisions of Section 155 to 158 (inclusive) of the Act (if and so far as provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act

(27) To do all such other things (whether similar to any of the foregoing or not) as are incidental to or which the Company may think conducive to the furtherance of the above objects or any of them.

(28) The powers set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto.

6. The liability of the Members is limited.

7. Every Member of the Company undertakes to contribute a sum not exceeding £1 to the assets of the Company if it is wound up during his, her or its membership or within one year afterwards:

(a) for payment of the debts and liabilities of the Company contracted before he, she or it ceased to be a Member;

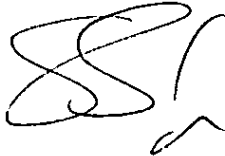
(b) for the costs, charges and expenses of winding up; and

(c) for the adjustment of the rights of the contributories among themselves

We, the subscribers to this Memorandum, wish to form a Company pursuant to this Memorandum.

Names, Addresses and Signatures of Subscribers

1. Stephen Sharpe
No.9 Dacre Gardens
Upper Beeding
Steyning
West Sussex
BN44 3TD



Guarantee

£1

Dated 6th July 07

Witness to the above Signatures



Name HEATHER FROST

Address OAKFIELD COOKSBRIDGE RD
BARCOMBE NR LEWES BN8 5TJ E Sx

Occupation HEALTH VISITOR

2. Peter George Ashfield Frost
Oakfield
Cooksbridge Road
Barcombe
Lewes
East Sussex
BN8 5TJ



£1

Dated 6th July 07

Witness to the above Signatures



Name HEATHER FROST

Address OAKFIELD COOKSBRIDGE RD
BARCOMBE NR LEWES BN8 5TJ E Sx

Occupation HEALTH VISITOR

3. Douglas Frederick Sanders
33 Elderfield Close
Emsworth
Hampshire
PO10 7QW

Guarantee

£1

Dated

Witness to the above Signatures

Name

Address

Occupation

4. Helen Laurette Harvie
Little Daux Farm
East Street
Billingshurst
West Sussex
RH14 9DB

Dated

Witness to the above Signatures

Name

Address

Occupation

LEGAL SECRETARY