

501067/20.

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association
of
ColaLife Limited

WEDNESDAY



PC1 *P7MV1CJ9* 19/08/2009 1072
COMPANIES HOUSE

Name

1. The name of the company is ColaLife Limited. In this Memorandum and the company's Articles of Association it is called the "Company".

Registered office

2. The registered office of the Company is situated in England and Wales.

Objects

3. The objects of the Company are:
 - 3.1 to improve the distribution and delivery of certain social products in developing countries or wherever a social benefit will accrue, working with commercial and not-for-profit partners at a global and local level;
 - 3.2 to carry out research and trials on the effectiveness of existing or new distribution networks and assess their suitability for the distribution of social products;
 - 3.3 to produce and disseminate information regarding the distribution networks and social products to promote the Company's work;
 - 3.4 to undertake any other activity consistent with the overall aim of improving public health, well-being and education; and
 - 3.5 such other philanthropic or benevolent services as the Directors may from time to time decide.

Powers

4. To further its objects the Company may:
 - 4.1 provide and assist in the provision of money, materials or other help;
 - 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

- 4.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 4.5 provide or procure the provision of counselling and guidance;
- 4.6 provide or procure the provision of advice;
- 4.7 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 development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Welsh Company may properly undertake;
- 4.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 4.10 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Directors think fit;
- 4.11 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 4.12 set aside funds for special purposes or as reserves against future expenditure;
- 4.13 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.14 arrange for investments or other property of the Company to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert or experts acting under their instructions and pay any reasonable fee required;
- 4.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.17 raise funds by way of subscription, donation or otherwise;

- 4.18 accept (or disclaim) gifts of money and any other property;
- 4.19 trade in the course of carrying out the objects of the Company;
- 4.20 incorporate subsidiary companies to carry on any trade;
- 4.21 subject to clause 5:
 - 4.21.1 engage and pay employees, consultants and professional or other advisers; and
 - 4.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money in furtherance of the Company's objects;
- 4.23 become a member, associate or affiliate of or act as Director or appoint Directors of any other organisation (including without limitation any charitable trust of permanent endowment property);
- 4.24 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Company;
- 4.25 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.26 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Directors to protect the Company;
- 4.27 provide indemnity insurance to cover the liability of the Directors 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, including without limitation any liability to make a contribution to the Company'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:
 - 4.27.1 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;
 - 4.27.2 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

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

and

4.28 do all such other lawful things as shall further the Company's objects.

Limitation on private benefits

- 5.1 The income and property of the Company 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 Company may be paid or transferred directly or indirectly by way of benefit to the members of the Company and no Director may receive any remuneration or other benefit in money or money's worth from the Company. This shall not prevent any payment in good faith by the Company of:
- 5.2.1 any payments made to any member or Director in their capacity as a beneficiary of the Company;
 - 5.2.2 reasonable and proper out of pocket expenses of the Directors;
 - 5.2.3 reasonable and proper remuneration to any Director for any goods or services supplied to the Company on the instructions of the Directors (including services performed under a contract of employment with the Company except for the service of acting as a Director);
 - (a) the procedure described in Article 63 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Director and in relation to any other decisions regarding the remuneration authorised by this provision.
 - 5.2.4 interest on money lent by any member or Director at a reasonable and proper rate;
 - 5.2.5 fees, remuneration or other benefits in money or money's worth to a company of which a member or Director holds less than 1% of the capital;
 - 5.2.6 any reasonable and proper rent for premises let by any member or Director;
 - 5.2.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.27 of this Memorandum; and

5.2.8 any payments made to any Director or officer under the indemnity provisions set out at Article 80.

5.3 The Company is not established or conducted for profit.

Limited liability

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 or her membership or within one year afterwards:

7.1.1 for payment of the debts and liabilities of the Company contracted before he or she ceased to be a member;

7.1.2 for the costs, charges and expenses of winding up;

7.1.3 for the adjustment of the rights of the contributories among themselves.

Winding up

8. If any property remains after the Company 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 Company, but must be given to some other institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Directors at or before the time of winding up or dissolution.

Definitions

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Company unless the context otherwise requires.