

The Companies Acts 1948 - 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM

- and -

ARTICLES OF ASSOCIATION

- of -

WORCESTERSHIRE WILDLIFE TRUST

(Formerly Worcestershire Nature Conservation Trust Limited)

(As Amended by Special Resolutions of 15 April 1969; 18 May 1971;
29 September 1980; 13 November 1991; 13 November 1996; 14 May 2008)

Incorporated the 28th Day of March 1968

Company Number 929644

Charity Number 256618

The Companies Acts 1948 - 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

WORCESTERSHIRE WILDLIFE TRUST

(Formerly Worcestershire Nature Conservation Trust Limited)

Incorporated the 28th Day of March 1968

As amended

THE COMPANIES ACTS 1948 - 2006

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

WORCESTERSHIRE WILDLIFE TRUST

(Formerly Worcestershire Nature Conservation Trust Limited)

1. The name of the Company (hereinafter called “the Trust”) is
WORCESTERSHIRE WILDLIFE TRUST.
2. The registered office of the Trust will be situate in England.
3. **The Objects** for which the Trust is established are:

For the Public Benefit:

- 3.1 To advance, promote and further the conservation and protection of Nature Reserves which shall be owned, maintained or managed by the Trust
- 3.2 To study and further the conservation of :
 - 3.2.1 Places of natural beauty
 - 3.2.2 Places of zoological, botanical, ecological, geological, or general scientific interest.
- 3.3 To restore or create places of natural beauty or of interest, as defined under 3.2.2 above.
- 3.4 To promote, encourage and carry out study and research for the advancement of knowledge in the natural sciences, to make grants or donations for such purposes and to encourage and support the recording and publication of the useful results thereof.

- 3.5 To advance the education of the public in the principles and practice of sustainable development and biodiversity conservation.

Sustainable Development is primarily defined as “Development that meets the needs of the present without compromising the ability of future generations to meet their own needs.” (Brundtland Commission).

4. Powers

The Trust has the following powers, which may be exercised only in promoting the objects:

- 4.1 To purchase or otherwise acquire and take over all or any part of the property, assets, liabilities and engagements of any company, society, trust or association having objects similar to those of the Trust and to amalgamate with such bodies.
- 4.2 To promote and encourage the objects of the Trust by carrying out, participating in and supporting, educational programmes, study days, courses, conferences, seminars and other educational events for both children and adults.
- 4.3 To establish, promote and maintain records, exhibitions, libraries and collections of educational value and to provide any accommodation, refreshments and ancillary services for members of the public attending events organised by the Trust.
- 4.4 To accept subscriptions, donations, entrance fees and other monies and to apply them for the objects of the Trust.
- 4.5 To promote and encourage the objects of the Trust by means of advertising, including all forms of printed matter and by co-operation with and use of the media, including television, radios, newspapers and electronic means.
- 4.6 To purchase, lease, or otherwise acquire and hold, any real or personal property and any rights or privileges necessary, convenient or desirable for the purpose of the objects of the Trust and to construct, alter and maintain any houses or buildings required for such purpose. To improve, develop, sell, let, lease, hire, mortgage, dispose of, or otherwise deal with all or any such property, rights or privileges.
- 4.7 To act in concert with any Corporation, Company, County, District, Parish or other Local Authority any Government or non Governmental body, now or constituted hereafter, or with any residents or property owners, to promote any of the objects of the Trust.
- 4.8 To support, administer or set up other charities and undertake and execute charitable Trusts with objects similar to, or that will further, those of the Trust.

- 4.9 To raise funds, (but not by means of carrying on a trade or business on continuing basis, in such a way that the profits of such trade or business are taxable). To raise or borrow and secure the payment of money on mortgage of the property of the Trust, or in such manner as the Trust considers fitting.
- 4.10 To establish subsidiary companies to assist or act as representatives or agents for the Trust.
- 4.11 To invest the monies of the Trust not required immediately for furthering the objects of the Trust, in or upon such investment, securities or property as may be thought fit, subject to any conditions imposed by law now or in the future. To set aside funds for special purposes or as reserves against future needs.
- 4.12 To operate bank accounts and to draw, make, accept, endorse and execute cheques and negotiable instruments.
- 4.13 For all or any of the objects of the Trust, to employ any person or persons with the necessary skills to carry out their duties in the furtherance of such objects and to remunerate them for the services they provide.

To offer to arrange and to contribute to such pension arrangements as may be suitable, for the employees and servants of the Trust and to assist their widows or widowers and dependants in such manner as is deemed appropriate.

- 4.14 To insure the property of the Trust against any foreseeable risk and to take out any other insurance policies to protect the Trust, its staff and servants, as deemed necessary or required by law.
- 4.15 To provide Indemnity Insurance to cover the liability of the Trustees, or any of them, which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or of duty, of which they may be guilty in relation to the Trust.

Such Insurance shall not extend to any claim arising from any act or omission which the Trustees, or any of them, knew to be a breach of trust or of duty, or which was committed by the Trustees, or any of them, in reckless disregard of whether it was a breach of trust or of duty or not.

Provided also that the objects of the Trust shall not extend to the regulation of relations between employees and employer, or organisations of workers and organisations of employers.

- 4.16 To do such other lawful things as are conducive to the promotion or attainment of the objects of the Trust.

Provided that:

in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, or the Department of Education or Skills, or their successors, the Trust shall not sell, mortgage, lease or charge the same, without such authority, approval or consent, as may be required by law.

As regards any such property, the managers or Trustees of the Trust shall be chargeable for any such property as may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would, as such managers or Trustees, have been if no incorporation had been effected.

The incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Department of Education and Skills over such managers or Trustees but they shall, as regards such property, be subject jointly and separately to such control or authority as if the Trust were not incorporated.

In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with the same in such manner as is allowed by law, having regard to such trusts.

5. The Income and Property of the Trust shall be applied solely towards the promotion of the Objects and no portion thereof shall be transferred directly or indirectly, by way of dividend, bonus, profit, or by any other means, to members of the Trust.

Provided that:

- 5.1 Nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Trust, or any member of the Trust, in return for any services actually rendered to the Trust.
- 5.2 Nor shall it prevent payment of interest at a rate of two percent over the Base Rate pertaining at the time, on money lent or reasonable and proper rent for premises demised or let by any member of the Trust.
- 5.3 No Trustee of the Trust shall be appointed to any salaried office of the Trust or any office paid by fees and no remuneration or other benefit in cash or in kind, shall be given by the Trust to any member of the Council, except as repayment of out of pocket expenses and interest, at the rate aforesaid, on money lent or reasonable and proper rent for premises demised or let to the Trust.

5.4 The repayments under paragraph 5.3 above, shall not apply to payments to any Council member who may also be a member of any railway, gas, electric, lighting, water, cable or telephone company, or any other company in which such member shall hold less than one hundredth part of the capital and such member shall not be bound to account for any share of profits received in respect of any such payment.

6. The liability of the members is limited.
7. Every member of the Trust undertakes to contribute to the assets of the Trust in the event of its being wound up while he is still a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust, contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributions among themselves, such amount as may be required, not exceeding £1.00 (one pound sterling).
8. If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other institution having objects similar to those of the Trust and which shall prohibit the distribution of its income and property among its members, to an extent at least as great as imposed on the Trust or by virtue of Clause 5 hereof. Such institution shall be determined by the members of the Trust at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object.
9. True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Trust. Subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the current regulations of the Trust, such accounts shall be open to the inspection of the members. At least once in every year, the accounts of the Trust shall be examined and reported by qualified Auditors.

Note: In Clauses 7, 8 and 9 use of the singular refers also to the plural and the masculine also to the feminine.

WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

CHRISTOPHER CADBURY

Director

Beaconwood

Rednal near Birmingham

FREDERICK FINCHER

Naturalist

Radan Wood

Woodcote Bromsgrove

GEORGE CECIL LAMBOURNE

Manufacturer

The Cottage Farm

Ipsley Worcs

KENNETH HENRY SOUTHALL

Medical Practitioner

34 Lickey Square

(Retired)

Rednal

STANLEY WALLIS ROGERS

Forestry Officer

14, Lansdowne Crescent

Malvern

JOHN F. BETTS

Refiner

Goodmoor Grange

Wyre Forest

Kidderminster

JOHN COLLIER PRIDHAM

Town Planner

Crabham

Mosley Hallow Worcs

DATED the 19th day of March 1968

WITNESS to the above signatures:

STANLEY BRIAN BOALER

Forest Officer

2 Badgers Orchard

Naunton Beauchamp

Pershore

Worcs

This is the Memorandum of Association referred to in the notice of annual general meeting dated April 2008.

.....signed by Linda Louise Butler

Chairman of Council

Company Number 929644

Charity No. 256618

The Companies Acts 1948 to 2006

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

WORCESTERSHIRE WILDLIFE TRUST

(Formerly Worcestershire Nature Conservation Trust Limited)

1. Interpretation

1.1 In these Articles :

“The Act” means the Companies Act 2006, including any statutory amendment or re-enactment thereof for the time being in force.

“The Articles” means these Articles of Association of Worcestershire Wildlife Trust.

“Clear Days” in relation to a period of notice given, means that period, excluding the day on which the notice is given or deemed to be given and the day on which it is to take effect or for which it is given.

“The Council” means the Trustees of the Trust for the time being, as defined by the Charities Act 1993, and who are the Council of Management of the Wildlife Trust.

“The Trust” means the Worcestershire Wildlife Trust.

“Month” means a calendar month.

“The Seal” means the common seal of the Trust.

“Secretary” means the Honorary Secretary of the Trust for the time being, or any other person appointed to perform the duties of the Secretary.

“Address” and “Communication” includes the postal address, fax number, e-mail address or text message number, registered to the Trust in each case.

Where the context so permits, use of the singular shall include the plural and the masculine refer also to the feminine.

1.2 The Trust is established for the purposes and objectives set out in the Memorandum of Association.

2. Members of the Trust.

2.1 Every person who wishes to become a member of the Trust shall complete an application in such form as the Council shall require and shall pay the appropriate subscription. On acceptance by the Trust, the applicant shall become a member for such period as the subscription is valid.

2.2 A family (as defined by Council from time to time), whose application for family membership is accompanied by the appropriate subscription shall, on acceptance, be given a family membership but shall be accorded only one vote.

2.3 All members, other than Life Members, shall pay the annual subscription, as determined by the members from time to time at a general meeting, or such other subscription that is agreed.

2.4 Any application for membership may be refused by Council if it is considered to be in the best interests of the Trust. In such case, the applicant shall be informed in writing of the decision and the reasons for it, within twenty working days. Council must consider at its next meeting, any objection subsequently submitted by the applicant, but its decision shall then be final.

2.5 In the event of a member of the Trust making any public statement or taking any action that, in the opinion of Council, is against the aims, objects or interests of the Trust, Council may suspend or cancel the membership of that person. In such case the Trust shall refund the balance of any subscription made, pro rata to the date of payment.

Any member subject to such suspension or cancellation shall be informed and have a right to appeal, as defined in 2.4 above.

2.6 All members shall be eligible to stand for election to Council.

2.7 Neither membership nor any rights or privileges shall be transferable in any way.

2.8 Membership shall be open to other persons or organisations who support the objects of the Trust and who are approved by Council.

2.9 Membership shall be terminated :

2.9.1 On the death of the member or, if an organisation, it ceases to exist.

2.9.2 On the written resignation of the member.

2.9.3 If any subscription, or other sum due, is not paid in full within six months of it falling due.

2.9.4 If a member is suspended or had their membership terminated under the terms of paragraph 2.5 above.

2.10 Any amendment or variation of the rules governing membership shall be subject to approval by a general meeting of the members.

3. General Meetings

3.1 The Trust shall hold a general meeting each year as its Annual General Meeting, at a time and place determined by Council, but not more than eighteen months after the last proceeding meeting.

3.2 All meetings other than the Annual General Meeting, shall be deemed to be Extraordinary meetings.

3.3 Council may call an Extraordinary General Meeting at any time.

3.4 All members of the Trust are entitled to attend and to vote at any general meeting, subject to the limitations detailed in paragraph 2.2.

3.5 The minimum periods of notice required, calling for a general meeting are:

- Twenty One clear days for an Annual General Meeting or for an Extraordinary general meeting called to pass a special resolution.
- Fourteen clear days for all other Extraordinary meetings.

Such Notice shall be given to all members and to the Council and Auditors.

3.6 The Notice shall specify the type of meeting, the date, time and place, but the proceedings of any meeting shall not be invalidated by any person failing to receive such notice, either by accidental omission or by circumstances beyond the control of the Trust.

3.7 No business shall be transacted at any general meeting unless a quorum is present, which shall be 20 (twenty) members, eligible to vote.

If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be adjourned to such time and place as the Council shall determine. At least seven clear days notice must be given for any meeting reconvened in this way.

3.8 If no quorum is present at the reconvened meeting within fifteen minutes of the appointed time, the members present shall be deemed to be a quorum for that meeting.

4 Proceedings at General Meetings.

4.1 The Chairman of Council shall preside as chairman at every general meeting. If there is no such Chairman or if at any meeting the Chairman is not present or is unwilling to preside, the chair shall be taken by the current Vice Chairman or, in his absence, by some other member of Council chosen by the members present.

4.2 The Chairman may, with the consent of those present at any general meeting at which a quorum is present, or if so directed by them, adjourn the meeting to such other time and place as he shall decide.

4.3 If a general meeting is adjourned for ten days or more, notice of the reconvened meeting shall be given in the same manner as the original meeting. Save as aforesaid, the members shall not be entitled to any further notice of the adjournment or the business to be transacted.

4.4 No business shall be transacted at a reconvened general meeting, other than that which was notified on the agenda of the original meeting.

4.5 A resolution put to a vote at a general meeting shall be decided by a show of hands unless, before or on the declaration of the result, a poll is demanded either by the Chairman, or by at least two members having the right to vote.

4.6 The declaration of the Chairman of the result of a vote shall be conclusive, unless a poll is demanded and the result shall be recorded in the minutes of the meeting. With the consent of the Chairman, a demand for a poll may be withdrawn before it is taken but this shall not invalidate the prior declared result of a show of hands. If a poll is taken it shall be in a manner and at a time and place directed by the Chairman.

- 4.7 The demand for a poll shall not prevent the continuance of any other business on the agenda. The Chairman may hold the poll immediately but, if delayed, at least seven clear days notice shall be give, detailing the time and place at which the poll will be taken.
- 4.8 If there is an equality of votes, whether by a show of hands or by a poll, the Chairman shall have a casting vote, in addition to any other vote that he may have.
- 4.9 Subject to Paragraph 4.8, every member shall have one vote, whether in a show of hands or in a poll, but members of a family which has a family membership shall have one vote only between them.
- 4.10No member shall be entitled to vote at any general meeting if they owe any money to the Trust, including their annual subscription.
- 4.11Members may vote in person or by proxy, whether by a show of hands or in a poll. The appointment of a proxy shall be in a form agreed by Council and shall be signed by the member.
- 4.12 The original signed proxy form must be delivered to the registered office of the Trust (or to such other place specified in the notice convening the meeting) not less than forty eight hours before the time for holding the meeting or any adjourned meeting.
- 4.13 Any objection to the qualification of a voter, including votes by proxy, must be raised at the meeting at which the vote is tendered and the decision of the Chairman on the matter shall be final.

5. Council of Management

- 5.1 The Council shall consist of not more than eighteen or less than six members of the Trust, including a Chairman, Honorary Treasurer and Honorary Secretary (or other such numbers as may be determined by the Trust in general meeting).
- 5.2 If the Trust elects a President, he may attend any meeting of Council in an ex-officio capacity but shall not be entitled to vote on any issue arising, unless he is also a member of Council by reason of being so elected at a general meeting, as an ordinary member.
- 5.3 Prospective candidates for Council must be proposed by Council as a whole or proposed by six individual members of the Trust.

- 5.4 In every year, one third of the members of Council shall retire from office at a general meeting but if the numbers of those eligible to retire is not three or a multiple of three, then the number nearest to one third shall retire.
- 5.5 The retiring members of Council shall be those who have been longest in office since their last election. All retiring members of Council shall be eligible for re-election.
- 5.6 At every general meeting, the members shall elect the members of Council in place of those retiring. The Honorary officers of the Trust for the ensuing year shall then be appointed at the first Council meeting after such general meeting. Any vacancy in any such office shall be filled by Council at such time as it determines.
- 5.7 Council shall determine the Quorum necessary for the transaction of business at their meeting. Unless decided otherwise, six (6) members present shall be a quorum.
- 5.8 Council shall, at its first meeting after a General Meeting, elect a Chairman, Vice-Chairman and such other Honorary Officers as it shall consider necessary (including the Secretary and Treasurer) to serve for the forthcoming year or until the next general meeting.
- 5.9 Decisions made at a Council meeting shall be by a show of hands. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 5.10 At any time, Council may co-opt additional members but these shall not cause the prescribed maximum number to be exceeded. Any member appointed in this way shall retire from office at the next general meeting but shall then be eligible for election.
- 5.11 The Trust may from time to time in general meeting, increase or reduce the numbers of members of Council and authorise the actions necessary to effect such change.
- 5.12 The Trust may, by ordinary resolution, remove the President (if any) and any member of Council before the expiration of their relevant period of office and appoint another member in their place. Any replacement so appointed shall remain in office only as long as the member removed would have remained before having to stand for re-election.
- 5.13 Any member of Council shall cease to be a member if :
- 5.13.1 They are prohibited by virtue of any provision in the Act or otherwise by law, or are disqualified from acting as a Trustee under the Charities Act or any statutory amendment of that Act.

- 5.13.2 They cease to be a member of the Trust or become incapable of administering their own affairs or resign as a Council member.
- 5.13.3 They are deemed by a majority of other Council members to have failed to have discharged properly their duties as a Council member or as a Trustee.
- 5.13.4 They have failed to attend notified Council meetings for what is in the opinion of the rest of Council, an unreasonable period.
- 5.14 Council may set up sub-groups or committees to consider specific subjects. Such groups shall act in an advisory capacity only and shall be responsible to Council.
- 5.15 Minutes of all Council meetings shall be kept recording the proceedings and the appointment of officers made. Such minutes, when agreed, shall be signed by the Chairman at the next succeeding meeting, which shall be sufficient evidence that they are a true record of the proceedings.
- 5.16 There shall be no age limit for members of Council and no member of Council shall be required to retire by reason of reaching a particular age.
- 5.17 A Council member may not take part in any discussion, whether at a Council meeting or otherwise, if it is possible that a conflict may arise between their duty to act solely in the interests of the Trust and any personal interest, whether financial or not. Such potential conflict must be disclosed before the discussions commence.

6. Powers of Council

- 6.1 The Council shall manage the business of the Trust and may exercise all the powers of the Trust and regulate their proceedings as they think fit, but subject to any restrictions imposed by the Act, the Memorandum of Association, these Articles or any special resolution passed in general meeting.
- 6.2 No alteration of the Memorandum of Association or these Articles or any special resolution shall have retrospective effect so as to invalidate any prior act of Council.
- 6.3 Council may delegate any of its powers or functions to such individuals or groups as it considers necessary, subject to the Memorandum of Association and the remit of the Trust's current Delegation Policy. Such delegation may be revoked by Council at any time that it thinks fit.

6.4 Council may from time to time, appoint such persons as they deem fit to be Honorary Vice Presidents of the Trust. Such Vice Presidents shall be appointed for life and not be subject to re-election and shall be a Life Member of the Trust, but not a member of Council by virtue of such appointment and office.

7. The Seal

7.1 The Common Seal of the Trust shall be used only by the authority of a resolution of Council and in the presence of the Honorary Secretary and one other Trustee or, in the absence of the Secretary, in the presence of a second member of Council. The said members and Secretary shall sign every instrument to which the Seal is affixed and such signatures shall be conclusive evidence that the Seal has been properly affixed.

8. Accounts, Annual Reports & Returns

8.1 Council shall have Accounts prepared for each financial year, as required by the Act. These shall show a true and fair view of the financial position of the Trust and follow current accounting standards, adhering to the recommendations of applicable Statements of Recommended Practice.

8.2 At the Annual General Meeting, Council shall lay before the members each year an Income and Expenditure account. These shall be framed in accordance with any statutory requirements currently in force and accompanied by reports from Council and the Auditors.

8.3 The books of accounts and all accounting records shall be kept at the registered office of the Trust or at such other place as Council shall consider necessary. Such records and information shall be available for inspection by members of Council at all reasonable times.

8.4 Copies of the Accounts shall be submitted each year to Companies House and to the Charities Commission. Information shall be sent also to any other statutory bodies, as required by law.

9. Audit

9.1 At least once every year the Accounts of the Trust shall be examined and properly audited.

9.2 The Auditors shall be appointed by the members at a General Meeting and their duties regulated in accordance with the Act. Members of Council shall be regarded as the Directors designated in those sections of the Act.

10. Notices

10.1 A Notice given to a member as required by these Articles must be written or printed and may be given personally, sent by post to the recorded address of the member in the United Kingdom, or sent electronically to the most recently notified address.

10.2 A member present in person at any meeting of the Trust shall be deemed to have had notice of the meeting and the reason for which it has been called.

11. Indemnity

11.1 The Trust may indemnify every member of Council or officer or Auditor against liabilities as defined in Clause 4.15 of the Memorandum of Association of the Trust.

12. Appeals

12.1 Except for the circumstances referred to in Paragraph 2.4, any member of the Trust, whether a member of Council or not, who believe that they have been treated unfairly, may appeal to the Honorary Secretary and be referred to the designated Appeals Committee, whose decision shall be final.

13. Dissolution

13.1 Clause 8 of the Memorandum of Association of the Trust relating to the Winding-Up and Dissolution of the Trust shall have effect as though the said provisions of that clause were repeated in these Articles.

WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

CHRISTOPHER CADBURY

Director

Beaconwood

Rednal near Birmingham

FREDERICK FINCHER

Naturalist

Radan Wood

Woodcote Bromsgrove

GEORGE CECIL LAMBOURNE

Manufacturer

The Cottage Farm

Ipsley Worcs

KENNETH HENRY SOUTHALL

Medical Practitioner

34 Lickey Square

(Retired)

Rednal

STANLEY WALLIS ROGERS

Forestry Officer

14, Lansdowne Crescent

Malvern

JOHN F. BETTS

Refiner

Goodmoor Grange

Wyre Forest

Kidderminster

JOHN COLLIER PRIDHAM

Town Planner

Crabham

Mosley Hallow Worcs

DATED the 19th day of March 1968

WITNESS to the above signatures:

STANLEY BRIAN BOALER

Forest Officer

2 Badgers Orchard

Naunton Beauchamp

Pershore

Worcs

These are the Articles of Association referred to in the notice of annual general meeting dated April 2008.

.....signed by Linda Louise Butler

Chairman of Council