

# 20 - 07 - 95

3062160

THE COMPANIES ACT 1985

(as amended by the Companies Act 1989)

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- of -

HINXTON HALL LIMITED

1. The name of the Company is Hinxton Hall Limited.
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are to advance the education of the public, in particular, advancing scientific and medical education and research (and the publication of the useful results of such research) with particular reference to the human genome by the provision of facilities for research, conferences, seminars and training on the Hinxton Estate (the "Estate")
4. In furtherance of the objects but not further or otherwise the Company shall have the following powers:
  - (a) to enter into and carry into effect agreements with corporations and other organisations, consultants, specialists and other persons engaged in work which shall further the attainment of all or any of the objects of the Company;
  - (b) to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;



2.

- (c) to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- (d) \* to purchase, take on lease or in exchange, or otherwise acquire and hold the Estate or any part thereof, any other real or personal estate and to construct, maintain or alter buildings or other erections and to manage and maintain any part of the Estate as is necessary for any of the objects of the Company and to sell, lease or otherwise dispose of or mortgage or otherwise deal with any such real or personal estate subject nevertheless to complying with the restrictions on disposals and mortgages contained in sections 36 and 38 Charities Act 1993 unless the transaction is exempted by virtue of sections 36(9)(b), 36(9)(c), 36(10), 38(5) or 38(7) of the said Act.
- (e) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- (f) to borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit PROVIDED THAT save for those activities that are in furtherance of the Company's objects the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;
- (g) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- (h) to invest the moneys of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as provided in this Memorandum of Association;
- (i) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (j) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;

3.

- (k) to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its Members from and against all such risks incurred in the course of the performance of their duties as may be thought fit provided that any such insurance shall not extend to any claim arising from fraud, wrongdoing or wilful neglect or default on the part of the officers of the Company (or any of them);
- (l) subject to the provisions of Clause 5 of this Memorandum of Association to pay reasonable annual sums or premiums for or towards the provision of pensions for employees for the time being of the Company or their dependants;
- (m) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their Members at least to the same extent as such payments or distributions are prohibited in the case of Members of the Company by this Memorandum of Association;
- (n) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company; and
- (o) to do all such lawful things as are incidental to or which shall further the attainment the above objects or any of them.

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set out in the Memorandum of Association and no portion of the income or property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company and no director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing in this Memorandum of Association shall prevent any payment in good faith by the Company;

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company not being a director for any services rendered to the Company;

4.

- (b) of interest on money lent by any Member of the Company or any directors at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by the directors or 3 per cent whichever is the greater;
  - (c) of reasonable and proper rent for premises demised or let by any Member of the Company or its directors;
  - (d) of fees, remuneration or other benefit in money or money's worth to a company of which a director may also be a member holding not more than 1/100th part of the capital of that company;
  - (e) to any director of reasonable and proper out-of-pocket expenses; and
  - (f) of any premium in respect of any insurance or indemnity to cover the liability of the officers of the Company (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 duty or breach of trust of which they may be guilty in relation to the Company; provided that any such insurance or indemnity should not extend to any claim arising from fraud, wrongdoing or wilful neglect or default on the part of the officers of the Company (or any of them).
6. The liability of the Members is limited.
7. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of its being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company 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 contributories among themselves, such amount as may be required not exceeding one pound.
8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the property shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 of this Memorandum, such institution or institutions to be

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5.

determined by the Members of the Company at or before the time of dissolution, and if that cannot be done then to some other charitable object, then to some other charitable object.

\*Amended by resolution dated 6th July 1995

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WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association.

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Names and Addresses of Subscribers

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Andrew Crawford  
for and on behalf of  
CMH Directors Limited

Mark Aspery  
for and on behalf of  
CMH Secretaries Limited

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Daniel Webster  
Trainee Solicitor  
Cameron Markby Hewitt  
Sceptre Court  
40 Tower Hill  
LONDON EC3N 4BB

Dated: 22nd May 1995

Witness to the signature of the subscribers

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No. 3062160

THE COMPANIES ACT 1985

WRITTEN RESOLUTION

of

HINXTON HALL LIMITED

WRITTEN RESOLUTION DATED 6th July 1995 PURSUANT TO ARTICLE 22 OF THE ARTICLES OF ASSOCIATION OF THE COMPANY

WE, the undersigned, being all the members of the Company who are entitled to attend and vote at a general meeting of the Company, HEREBY AGREE AND RESOLVE:

THAT paragraph (d) of clause 4 (the Objects clause) of the Company's Memorandum of Association be and is hereby deleted and there be substituted the following new paragraph:

"(d) to purchase, take on lease or in exchange, or otherwise acquire and hold the Estate or any part thereof, any other real or personal estate and to construct, maintain or alter buildings or other erections and to manage and maintain any part of the Estate as is necessary for any of the objects of the Company and to sell, lease or otherwise dispose of or mortgage or otherwise deal with any such real or personal estate subject nevertheless to complying with the restrictions on disposals and mortgages contained in sections 36 and 38 Charities Act 1993 unless the transaction is exempted by virtue of sections 36(9)(b), 36(9)(c), 36(10), 38(5) or 38(7) of the said Act."

dated: 6th July 1995

*Andrew Crawford*

for and on behalf of  
CMH Directors Limited

*S.P. Thang*

for and on behalf of  
CMH Secretaries Limited

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