

THE COMPANIES ACTS 1985 to 1989

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

OF

FRIENDS OF THE EARTH LIMITED

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OF

FRIENDS OF THE EARTH LIMITED

1. The name of the company (hereinafter called “the Company”) is Friends Of The Earth Limited.

2. The registered office of the Company will be situated in England.

3. OBJECTS

The Company’s objects are to promote and otherwise further by all means:-

3.1 Understanding and appreciation of the need for the conservation protection and restoration of nature both in the United Kingdom and in the rest of the world.

3.2 The enhancement and rational use of all aspects of the environment.

3.3 Socially just sustainable development.

4. POWERS

To promote its objects but not for any other purpose the Company may:-

4.1 Promote by campaigning and by other appropriate methods political, social and legislative reform and co-operate and maintain liaison with any person or body throughout the world having similar objects;

4.2 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;

4.3 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;

- 4.4 by means of providing grants, scholarships, donations or other facilities promote, encourage, carry out or commission research, enquiries, investigations, surveys, studies or other work, publishing the useful results;
- 4.5 accept subscriptions, donations or gifts;
- 4.6 purchase, lease hire receive in exchange or as a gift any interest whatever in real or personal property and equip, maintain and alter it for use;
- 4.7 sell, manage, lease, mortgage, exchange dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable.
- 4.8 borrow and raise money on such terms and security as the Company may think suitable;
- 4.9 carry on trade;
- 4.10 employ and pay employees and professional or other advisors;
- 4.11 grant pensions and retirement benefits to employees of the Company and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Company and their dependants;
- 4.12 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage institutions whether corporate or unincorporate with objects similar to its objects and subscribe, lend or guarantee money to such institutions;
- 4.13 invest and deal with the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.14 guarantee and become or give security for the performance of contracts by any person or company;
- 4.15 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
- 4.16 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any institutions whether corporate or unincorporate with objects similar to the Company's objects;
- 4.17 pay out of the funds of the Company the cost of any premium in respect of any indemnity insurance to cover the liability of the directors (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 breach of duty of which they may be guilty in relation to the Company. No such insurance shall extend to any claim arising from any act or omission which the directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;

- 4.18 to make and lay down rules and regulations for the administration of the Company and for the carrying out of its primary objects and from time to time to vary alter or cancel the same;
- 4.19 do all such other things as shall further the Company's objects.
- 5. The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum. No part shall be paid or transferred directly or indirectly to members or directors of the Company except for payment in good faith of:-
 - 5.1 reasonable and proper wages or fees to any employee or director of the Company or to any company of which they are a member or director for any services given to the Company and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any member officer or employee of the Company;
 - 5.2 interest on money lent to the Company at a reasonable and proper rate per annum;
 - 5.3 reasonable and proper rent for premises let to the Company;
 - 5.4 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 4.17 of this Memorandum;
 - 5.5 the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Company or of the director's benefit under this provision and provided that any such member or director shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion.
- 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 the same being wound up while he is a member or within one year after he ceases to be a member for payment

of the debts or 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 £1.

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 same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects to the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof such institution or institutions to be determined by the members of the Company 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.