

The Companies Act 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF THE LANGHOLM INITIATIVE

(As amended by Special Resolution passed on October 28th 2009)

1. The company's name is "The Langholm Initiative"
2. The company's registered office is to be situated in Scotland
3. The company's objects are:
 - a) To advance the development of the community of Langholm and the surrounding area, (as defined by postal codes DG13 and DG14, ("the Operating Area")), by working to improve the social, economic and physical environment of the operating area.
 - b) To develop and improve the community voluntary activity in the operating area by providing organisational, administrative and physical support to voluntary groups and charities operating in the area.
 - c) To advance the regeneration of Langholm and the surrounding area by working with local businesses, employers and regional agencies to improve the physical, social and economic infrastructure.

In furtherance of the stated objects (but not otherwise), the company shall have power:

- d) To support local voluntary groups, financially or practically, in any endeavour they may create which will similarly promote the objects of the company.
- e) To invest part or all of any surplus resources made in pursuit of the above objects to the advantage of the community to sustain the objects of the company or any like minded organisation.
- f) To reinvest in the company such surplus over and above that identified under (e) above to improve its scope, level and quality of service provision, such reinvestment, subject to the provisions of this clause, to be determined by the directors.
- g) To promote, establish and operate other schemes of a charitable nature for the benefit of the inhabitants of the operating area.
- h) To carry on any other activity which may be advantageously carried on in connection with any of the objects of the company.
- i) To acquire and take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any of the objects of the company.
- j) To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the company.

- k) To improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the company.
- l) To sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the company.
- m) To lend money and give credit to any person, with or without security and to grant guarantees and contracts of indemnity on behalf of any person.
- n) To borrow money and give security for the payment of money by, or the performance of other obligations of, the company or any other person.
- o) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- p) To remunerate any individual in the employment of the company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual, who is or was at any time in the employment of the company and the wife, widow, relatives and dependants of any such individual; to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person.
- q) To promote any private Act of Parliament, Provisional Order and other authority to enable the company to carry on its business, alter its constitution, and achieve any other purpose which may promote the company's interests, and to oppose or object to any application or proceedings which may prejudice the company's interests.
- r) To enter into any arrangement with any organisation, government or authority which may be advantageous for the purpose of the activities of the company and to obtain from any such organisation, government or authority any charter rights, privilege or concession.
- s) To engage in mutual assistance with any charitable body, whether incorporated or unincorporated.
- t) To give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed.
- u) To effect insurance against risks of all kinds.
- v) To invest moneys of the company not immediately required for the purpose of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirement) and to dispose of and vary such investments and securities.
- w) To establish and support any association or other unincorporated body having objects altogether or in part similar to those of the company and to promote any company or other incorporated body formed for the purpose of carrying on any activity which the company is authorised to carry on.
- x) To amalgamate with any charitable body, incorporated or unincorporated, having objects altogether or in part similar to those of the company.
- y) To subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the company is authorised to amalgamate and to acquire and take over the whole or part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the company is authorised to amalgamate.
- z) To transfer all or any part of the undertaking, property and rights of the company to any body, incorporated or unincorporated, with which the company is authorised to amalgamate.
- aa) To subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated, and to make donations for any charitable purpose connected with the activities of the company or with the furtherance of its objects.
- bb) To accept subscriptions, grants, donations, gifts legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the company.

- cc) To take such steps (by way of personal or written appeals, public meetings or otherwise) as may be deemed expedient for the purpose of procuring contributions to the funds of the company, whether by way of subscriptions, grants, loans, donations or otherwise.
- dd) To carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity as through an agent, contractor, sub-contractor trustee, or any other person acting in any capacity and either alone or in conjunction with others.
- ee) To do anything which may be incidental or conducive to the attainment of any of the objects of the company.

And it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal wherever situated.

4.1 Subject to clause 4.2,

- a) The income and property of the company shall be applied solely towards the promotion of its objects as set out in clause 3 of this memorandum of association.
- b) No part of the income and property of the company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to members of the company.
- c) No director of the company shall be appointed to any office under the company in respect of which a salary or fee is payable by the company and
- d) No benefit in money or money's worth shall be given by the company to any director except repayment of out-of-pocket expenses.

4.2 The company shall, notwithstanding the provisions of clause 4.1 be entitled,

- a) To pay interest at a rate not exceeding the commercial rate on money lent to the company by any director or member of the company.
- b) To pay rent at not exceeding the open market rent for premises let to the company by any director or member of the company and
- c) To purchase assets from, or sell assets to, any director or member of the company providing such purchase or sale is at market value.

5. The liability of the members is Limited.

Winding up of the company

- 6.1 Every member of the company undertakes to contribute such amount as may be required (not exceeding £1) to the company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the company's debts and liabilities 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 contributors among themselves.
- 6.2 If on the winding up of the company any property remains after satisfaction of the company's debts and liabilities, such property shall not be paid to or distributed among the members of the company but shall be transferred to another body or bodies with charitable objects which are altogether or in part similar to the objects of the company and whose constitution restricts the distribution of income and assets among members to an extent at least as great as does clause 4 of this memorandum of association.
- 6.3 The body or bodies to which property is transferred under clause 6.2 shall be determined by the members at or before the time of dissolution or, failing such determination and approval, by such court as may have or may acquire jurisdiction.
- 6.4 To the extent that effect cannot be given to the provisions of clauses 6.2 and 6.3, the relevant property shall be applied to some charitable object or objects.

- 6.5 The expression “charitable objects” in clause 6.2 shall mean a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the applications of the Taxes Acts.

Accounting

- 7.1 Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the company; such accounting records shall be open to inspection at all times by any director of the company.
- 7.2 The company’s auditors or reporting accountants shall make a report to the members on the accounts examined by them on every balance sheet and income and expenditure account and on all group accounts, copies of which are to be laid before the company in general meetings.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Names and Addresses of Subscribers

1.	David D Stevenson Springhill Langholm DG13 0LP	Signature	"D D Stevenson"	Date	01/06/1999
2.	James H Muir Kingledoors Canonbie DG14 0XA	Signature	"J H Muir"	Date	01/06/1999
3.	George A Cairns Border House High Street Langholm DG13 0JH	Signature	"G A Cairns"	Date	01/06/1999
4.	Ronald E Tait The Haugh Buccleuch Square Langholm DG13 0AW	Signature	"R E Tait"	Date	01/06/1999
5.	Paul Hayhoe 81 High Street Langholm DG13 0DJ	Signature	"P Hayhoe"	Date	01/06/1999

Witness to the above signatures on this date: 1st June 1999

First Witness: Name: Jillian Macpherson Signature: "J Macpherson"

Address: 12 Plumdon Park Avenue
Annan
Dumfriesshire
DG12 6EY

Second Witness: Name: Ian B Macgregor Signature: "I B Macgregor"

Address: The School House
Buccleuch Square
Langholm
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