

THE COMPANIES ACT 1985

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A PRIVATE COMPANY LIMITED BY GUARANTEE

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MEMORANDUM OF ASSOCIATION

-of-

Abthorpe Broadband Association Limited

1. The name of the Association is Abthorpe Broadband Association Limited.
2. The Registered Office of the Association will be situate in England and Wales.
3. The objects for which the Association is established are to:
 - 3.1 provide internet broadband and wireless local area network in and around the village of Abthorpe. Members are to benefit from the provision of an "always on" broadband internet connection, and the residents at large will benefit from a wider community service;
 - 3.2 provide these services via a not for profit organisation
4. In furtherance of the objects but not otherwise the Association shall have power:
 - 4.1 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and rights;
 - 4.2 to construct, maintain and alter any houses, buildings or installations;
 - 4.3 to accept any gift of property, whether subject to any special trust or not, for any purpose within the objects;
 - 4.4 to take such steps by personal or written appeals, public meetings or otherwise as may seem expedient for the purpose of procuring contributions to the funds of the Association;
 - 4.5 to print and publish any newspapers, periodicals, books or

- leaflets;
- 4.6 to sell, lease, mortgage or otherwise deal with all or any part of the property of the Association;
- 4.7 to borrow and raise money and secure its repayment in any manner;
- 4.8 to invest the funds of the Association in or upon such investments, securities or property as may be thought fit;
- 4.9 to undertake and execute any trusts or any agency business which may seem conducive to any of the objects;
- 4.10 to subscribe to any local or other charities, and to grant donations for any public purpose;
- 4.11 to establish and support, and to aid in the establishment and support of, any other company formed to promote all or any of the objects;
- 4.12 to amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Association;
- 4.13 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the Association is authorised to amalgamate;
- 4.14 to transfer all or any part of the property, assets, liabilities and engagements of the Association to any body with which the Association is authorised to amalgamate;
- 4.15 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
- 4.16 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.17 to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Association;
- 4.18 to pay out of funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association;
- 4.19 In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners

for England and Wales, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the directors of the Association shall be chargeable for any such property that 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 have been as such directors if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such directors but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated;

4.20 to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects.

5. The income and property of the Association, from wherever derived, shall be applied solely in promoting the above objects, and no distribution shall be made to its members in cash or otherwise and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Association and no director of the Association shall be appointed to any office of the Association paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Association Provided that nothing herein shall prevent any payment in good faith by the Association:

5.1 of reasonable and proper remuneration to any member, officer or servant of the Association (not being a director) for any services rendered to the Association and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Association;

5.2 of interest on money lent by a member or director of the

Association at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Association's clearing bankers or 3% whichever is the greater;

- 5.3 to any director of reasonable out-of-pocket expenses;
- 5.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Association or a director may be a member holding not more than one hundredth part of the capital of such company;
- 5.5 of reasonable and proper rent for premises demised or let by any member of the Association or any director.
6. The liability of the members is limited.
7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) to the Association'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 Association'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 contributories among themselves.
8. If on the winding up or dissolution of the Association, there remains any property whatsoever after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the members of the Association, but shall be given or transferred to St John the Baptist Church, Abthorpe, or to another body within the Parish of Abthorpe the objects of which are charitable.

WE, the subscribers of this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum of Association.

Names and Addresses
of Subscribers

Dave Cunningham
The Wheelwrights
Abthorpe
Northants
NN12 8QR

Keith Fenwick
31 Brackley Lane
Abthorpe
Northants
NN12 8QJ

Eric Malcomson
2 Wappenham Road
Abthorpe
Northants
NN12 8QU

Richard Tomalin
Field House
Wappenham Road
Abthorpe
Northants
NN12 8QU

DATED this 18th day of June 2003

WITNESS to the above signatures:-

Name: John Riches
Address: 12 Wappenham Road
Abthorpe, Northants
NN12 8QU
Occupation: School Inspector

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