

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF

RAME CONSERVATION TRUST.

1. The name of the Company ("the Trust") is

RAME CONSERVATION TRUST

2. The Registered Office of the Trust will be situated in

ENGLAND AND WALES.

3. The object for which the Trust is established is to preserve for the benefit of the townspeople of the Borough [or District] of

RAME

in the County of CORNWALL and of the nation at large, whatever of the historical, architectural and constructional heritage may exist in and around the Borough [or District] of

RAME

aforesaid in the form of buildings (including any building as defined in Section 336(1) of the Town and Country Planning Act 1990) of particular beauty or historical, architectural or constructional interest.

4. In furtherance of the object set out above but not otherwise the Trust may do all or any of the following things:

- (a) Buy, lease, or otherwise acquire buildings or land or any estate or interest therein.
- (b) Sell, let on lease or tenancy, exchange, mortgage or otherwise dispose of buildings or land or any interest therein subject to such covenants, conditions and restrictions as are reasonably necessary to ensure the preservation of the buildings or land.
- (c) Repair, renovate, restore, rebuild and generally promote the preservation of any buildings or land.

- (d) Buy or otherwise acquire plant and machinery (including but not limited to computer hardware and software), furniture and other equipment for use in connection with any such buildings or land; and sell, lease or otherwise dispose of any such plant and machinery, furniture or other equipment.
- (e) Make such arrangements as are necessary to enable the public to view and enjoy any buildings (whether free or at a charge).
- (f) By publishing books or pamphlets or in other appropriate manner, make known to the public the existence of buildings of particular beauty or historical, architectural or constructional interest or the features of especial interest of such buildings.
- (g) Undertake or support research into the means of preserving old buildings.
- (h) Raise funds by subscriptions, donations, grants, loans or otherwise for the purposes of the Trust; invite and accept gifts of all sorts and whether inter vivos or by will and whether or not subject to conditions; carry out any condition imposed on any gift which may be accepted.
- (i) Constitute special charitable trusts for any particular purposes of the Trust; act as trustee of any such special trust, whether constituted by the Trust or otherwise.
- (j) Enter into and carry out contracts.
- (k) Employ and remunerate staff; employ and remunerate agents; and make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- (l) Borrow money for the purposes of the Trust on such terms and on such security (if any) as may be thought fit.
- (m) Invest the moneys of the Trust not immediately required for its purposes 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 hereinafter mentioned.
- (n) Make planning applications, applications for consent under bye-laws or building regulations and other like applications.
- (o) Draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and operate bank or building society accounts in the name of the Trust.

- (p) Establish and support or aid in the establishment and support of any charitable associations or institutions and subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects.
- (q) Co-operate with any local or public authority or other body concerned to achieve the object of the Trust.
- (r) Generally, do any things necessary for the attainment of the Trust's object.

Provided that:

- (i) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The object of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trust 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 Governing Body of the Trust 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 Governing Body if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Governing Body but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Trust were not incorporated.
- (iv) The Trust shall have regard at all times to the need to secure, improve or control public access to all buildings preserved by the Trust but not necessarily to the interior of such buildings of which only the exterior is of particular beauty or historical, architectural or constructional interest.

5. The income and property of the Trust whencesoever derived shall be applied solely towards the promotion of the object of the Trust as set forth in this Memorandum of Association, 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 the Members of the Trust.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust or to any Member of the Trust in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate per annum not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank selected by the Governing Body, or at 3% per annum (whichever is the greater) on money lent, or of reasonable and proper rent for premises demised or let by any Member to the Trust; but so that no Member of the Governing Body shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any Member of the Governing Body except:-

- (i) 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.
- (ii) Payment in good faith to any Member of the Governing Body being a person engaged in any profession, of all usual professional or other charges for business done and all time spent by him or his firm on behalf of the Trust when instructed by his co-members so to act in that capacity provided that such Member is absent from all meetings of the Trust during discussion of matters relevant to his remuneration for such business and does not vote on any resolutions concerning this remuneration and is not counted for the purpose of ascertaining whether or not the quorum is present at any meeting considering such a resolution.
- (iii) Payment of fees, remuneration or other benefit in money or money's worth to a company of which a Member of the Governing Body may be a member, and in which such Member shall not hold more than one hundredth part of the capital.
- (iv) Any premium in respect of indemnity insurance to cover the liability of the Members of the Governing Body of the Trust (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 Trust Provided that any such insurance shall not extend to any claim arising from any act or omission which the Members of the Governing Body (or any of them) knew was a breach of duty or a breach of trust or which was committed by the Members of the Governing Body (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not.

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 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 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 contributories among themselves, such amount as may be required not exceeding £1.

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 charitable institution or institutions having objects which are similar to the objects of the Trust 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 Trust under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the Members of the Trust at or before the time of dissolution, and if and in so far as effect cannot be given to such provision, then to some other 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, of all sales and purchases of property and goods by the Trust and of the property, credits and liabilities of the Trust, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

SUBSCRIBERS NAMES AND ADDRESSES

Firstly Derek John Amphlett

of Penwithon, Millbrook, Cornwall

*[Handwritten signature of Derek John Amphlett]*

Secondly Pippin Ivan Parsons

of 1 Elm Park, Sennen, Cornwall

*[Handwritten signature of Pippin Ivan Parsons]*

Thirdly *[Handwritten name]*

of *[Handwritten address]*

*[Handwritten signature]*

Dated this 3 day of September 1997

Witness to the above signatures

*[Handwritten signature of Robert Woffen]* ROBERT WOFFEN

DODBROOK HOUSE, MILLBROOK, TORPOINT, CORNWALL PL10