

The Companies Acts 1985 and 1989

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

Memorandum of Association

OF

MARCHER APPLE NETWORK

1. The name of the Company (hereinafter called "the Association") is MARCHER APPLE NETWORK
2. The registered office of the Association is to be situated in England and Wales.
3. The objects for which the Association is established are to further the education of the public by the promotion of research, identification and conserve by any recognized means, old varieties of Apples, Pears and other fruits found growing in the Marches Area of England and Wales, and elsewhere, and to make collected information available to individuals or organizations by displays demonstrations, talks or any other communication system.

And the Association shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:-

- A. To request aid from persons or organizations, to assist planting of amenity orchards or any purpose for the benefit of the Association. Amenity orchards are to be operated on a quasi-commercial basis, produce being sold for the benefit of the company in the furtherance of its aims.
- B. To purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections.
- C. To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association.
- D. To undertake and execute any charitable trusts which may lawfully be undertaken by the Association.
- E. To borrow or raise money on such terms and on such security as may be thought fit.
- F. To invest the moneys of the Association 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 provided.
- G. To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee

money for charitable purposes.

- H. To do all such other things as are incidental to the attainment of furtherance of the said objects or any of them.

Provided that: —

- i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- ii) The Association's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- iii) 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 Council of Management or Governing Body 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 as such Council of Management or Governing Body have been 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 Council of Management or Governing Body, 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. The income and property of the Association shall be applied solely towards the promotion of its objects 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 members of the Association and no member of its Council of Management or Governing Body 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

- A. of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Council of Management or Governing Body) for any services rendered to the Association;
- B. of interest at a rate not exceeding 2 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body;
- C. to any member of its Council of Management or Governing Body of out-of-pocket expenses;
- D. to a company of which a member of the Association or of its Council of Management or Governing Body may be a member holding not more than one hundredth part of the capital of such company.

5. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, which would have the effect that the Association shall cease to be a company to which section 30 of the companies Act 1985 applies.*
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 £1.00) to the assets of the Association 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 upon the winding up or dissolution of the Association 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 Association, but shall be transferred either to some other institution (whether or not a member of the Association) having objects similar to the objects of the Association, or to some institution (whether or not a member of the Association) the objects of which are the promotion of charity and anything incidental or conducive thereto, such institution or institutions to be determined by the members of the Association at or before the time of dissolution.

* See sections 30 and 31 of the Companies Act 1985

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

NAMES AND ADDRESSES OF SUBSCRIBERS¹

Dated

Witness to the above Signatures -

¹ NOTE – The names should be in full, and the addresses should be definite, the name of the street and number of the house being given where practicable. At least two persons must subscribe the Memorandum and Articles.