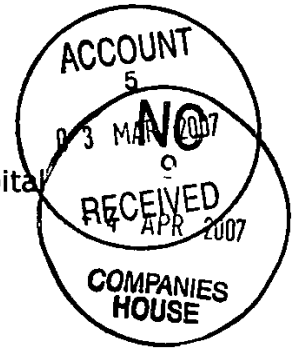


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THE COMPANIES ACTS 1986 AND 1989

Charity Limited By Guarantee and not having Share Capital




MEMORANDUM OF ASSOCIATION

OF

CHILHAM'S FUTURE DELIVERY BOARD LIMITED

1. The name of the Charity is Chilham's Future Delivery Board Limited (and in this document is called "the Charity").
2. The registered office of the Charity will be situated in England.
3. The objects for which the Charity is registered are:
 - (a) to promote, for public benefit, sustainable urban and rural regeneration in the electoral ward of Chilham in particular that part of Chilham known as Chilham village square and its environs by all or any of the following means;
 - (b) the maintenance, improvement or provision of public amenities including (without limitation) the cleaning repair and enhancement of streets and street furniture and any public buildings or facilities and the provision and maintenance of public open spaces and landscaping;
 - (c) the preservation care and/or enhancement of buildings or sites of historic or architectural importance; including suitable use of and public access to heritage assets
 - (d) the protection and/or conservation of the environment;
 - (e) the provision and/or promotion of sustaina

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for public benefit;

(f) the promotion of recreational opportunities for the public at large and/or those who, by reasons of their youth, age, infirmity or disablement, poverty or social or economic circumstances, have need of such facilities;

(g) the creation of training and employment opportunities by encouraging inward investment, diversification and improved infrastructure;

(h) the relief of unemployment in such ways as may be thought fit, including assistance to find employment; the advancement of education, training or retraining particularly among unemployed people;

(i) the provision of financial assistance, technical , or business advice or consultancy, either directly or by referral to appropriate agencies, in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help (a) in setting up their own business, or (b) to existing businesses;

(j) the promotion of public safety and prevention of crime;

(k) to benefit and improve the quality of life of people living in the area of benefit;

(l) the relief of poverty in such ways as may be thought fit; and

(m) such other objects and purposes as are exclusively charitable under the law of england and wales.

4. (1) In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

(h) to:

(i) deposit or invest funds;

(ii) employ a professional fund-manager; and

(iii) arrange for the investments or other property of the Charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000;

(i) to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in subclause (2) of this clause, but subject to the restrictions specified in subclause (3) of the clause;

(j) to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a Charity;

(k) to commission, present, promote, organise, provide, manage and produce such events, occasions or activities as are conducive to the promotion, maintenance, advancement of education or the encouragement of the subjects directly connected with the objects of the Charity;

(l) to enter into agreements and engagements with experts, photographers, consultants, craftsmen, lecturers, teachers, writers and to remunerate such persons by salaries or fees;

(m) to co-operate with manufacturers, dealers, traders, the press and other sources of publicity for the purpose of promoting the objects of the Charity;

(n) to procure, to be written, and print and publish, issue, circulate or otherwise disseminate and communicate (gratuitously or otherwise) library, visual and aural educational material including reports and

periodicals, books, pamphlets and other literature;

- (o) to promote, encourage or undertake technological or other research into subjects directly connected with the objects of the Charity and disseminate the useful results of such research;
 - (p) to insure any risk arising from the charities activities;
 - (q) to purchase acquire and obtain interests in the copyright of, or the right to publish, show, or perform any material which can be used or adapted for the objects of the Charity;
 - (r) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them and to undertake any of their business which is in accordance with the Objects or similar charitable purposes;
 - (s) to draw, make, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Charity;
 - (t) subject to any constraints by law to raise funds and borrow monies, invite and receive contributions from anyone through subscriptions or in any other way;
 - (u) to invest any money that the Charity does not immediately need in any investments, securities, or properties;
 - (v) to carry on trade insofar as either the trade is exercised in the course of actual carrying out of a primary object of the Charity, or the trade is temporary and ancillary to the carrying out of the Charity's Objects;
 - (w) to establish, promote and otherwise assist any limited Charity or
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companies or the purpose of acquiring any property and of furthering in any lawful way the Objects of the Charity through trading and to establish the same, either as a wholly owned subsidiaries of the Charity, or jointly with other persons, companies, government departments, or local authorities, and finance the same if the trustees see fit by way of secured loan or share subscription on commercial terms provided that the Charity shall seek professional legal advice before financing such companies;

- (x) to pay out of the funds of the Charity the costs of forming and registration of the Charity;
- (y) to do all such other lawful things as are necessary for the achievement of the Objects.

(2) The liabilities referred to in sub-clause (1)(i) are:

- (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
- (b) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

(3) (a) The following liabilities are excluded from sub-clause (2)(a):

- (i) fines;
- (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;
- (iii) liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have

known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

(b) There is excluded from sub-clause 2(b) any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5. (1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.

(2) (a) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

(b) Subject to the restrictions in sub-clauses 4(2) and 4(3), a Director may benefit from Trustee indemnity insurance cover purchased at the Charity's expense.

(c) A Director may receive an indemnity from the Charity in the circumstances specified in Article 49.

(3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:

(a) a benefit from the Charity in the capacity of a beneficiary of the Charity;

(b) reasonable and proper remuneration for any goods or services

supplied to the Charity.

(4) No Director may:

- (a) buy any goods or services from the Charity;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from the Charity;
- (d) receive any other financial benefit from the Charity; unless:
 - (i) the payment is permitted by sub-clause (5) of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause (6) of this clause; or
 - (ii) the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

(5) (a) A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

(b) A Director may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a Director.

(6) (a) The Charity and its Directors may only rely upon the authority provided by sub-clause 5(5) if each of the following conditions is satisfied:

- (i) The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
- (ii) The Director is absent from the part of any meeting at which

there is discussion of:

- his or her employment or remuneration, or any matter concerning the contract; or
- his or her performance in the employment, or his or her performance of the contract; or
- any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(5); or
- any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5).

(iii) The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.

(iv) The other Directors are satisfied that it is in the interests of the Charity to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against that disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).

(v) The reason for their decision is recorded by the Directors in the minute book.

(vi) A majority of the Directors then in office have received no such payments.

(b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which

the Director is:

- (i) a partner;
- (ii) an employee;
- (iii) a consultant;
- (iv) a director; or
- (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

(7) In sub-clauses (2)-(6) of this clause 5:

(a) "Charity" shall include any company in which the Charity:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the Board of the company;

(b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

6. The liability of the members is limited.

7. Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8. (1) The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

(a) directly for the Objects; or

(b) by transfer to any Charity or Charities for purposes similar to the Objects; or

(c) to any Charity for use for particular purposes that fall within the Objects;

(2) Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

(b) directly for the Objects; or

(b) by transfer to any Charity or Charities for purposes similar to the Objects; or

(c) to any Charity or Charities for use for particular purposes that fall within the Objects.

(3) In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a Charity) and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

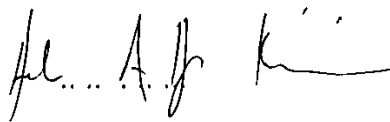
We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

Signatures, Names and Addresses of Subscribers

ROBERT JAMES CAMPBELL BERRY
ST MARGARETS
PILGRIMS LANE
CHILHAM
CANTERBURY KENT CT4 8AA



HELEN ANN HERMIONÉ KIRWAN
HERON MANOR
CHILHAM
KENT
CT4 8D6



ERNEST BRIAN TAYLOR
HAVEN LEA
CANTERBURY ROAD
CHILHAM
KENT CT4 8AE



Dated 04.01.07

Witness to the above Signatures:



Name:

P. AYLWARD

Address:

Glebe Orchard House
Bowerland Lane
Old Wives Lees, Chilham
Canterbury, Kent CT4 8AT

Occupation:

fruit farm foreman

Parish councillor.