

THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM of ASSOCIATION

Of

THE LIKHUBULA PARTNERSHIP

1. The Company's name (hereinafter referred to as "the Partnership") is

THE LIKHUBULA PARTNERSHIP

2. The Partnership's registered office is to be situated in Scotland.

3. The Partnership's objects are:

(i)(a) To promote the benefit of the inhabitants and primarily those of the communities of Dunblane, Scotland and Likhubula, Malawi, (hereafter called "the areas of benefit") without distinction of sex or sexual orientation or race or political or religious or of other opinions by associating together the said inhabitants and their Local Authority's voluntary and other organisation in a common effort to:-

(b) Advance the education of the said inhabitants; and cultivate, create and develop a community relationship between the said areas of benefit.

(c) Provide facilities for recreation or other leisure-time occupation for the said inhabitants in the interests of social welfare with the object of improving their conditions of life.

(d) Establish or secure the establishment of a Fund for (i) the provision of free school meals for pupils attending the Likhubula school, (ii) the operation of wells and irrigation schemes at Likhubula and to maintain and manage the same (whether alone or in co-operation with any local or other person or body) in furtherance of the above object.

(e) Promote such other charitable purposes as may from time to time be determined.

In furtherance of the above objects but not otherwise the Partnership shall have power:-

(ii)(a) To carry on any other activities which further any of the above objects.

(b) To promote companies whose activities may further one or more of the above objects, or may generate income to support the activities of the Partnership, acquire and hold shares in such companies and carry out, in relation to any such Partnership which is a subsidiary of the Partnership, all such functions as may be associated with a holding Partnership.

- (c) To acquire and take over the whole or any part of the undertaking and liabilities of any body holding property or rights which are suitable for the Partnership's activities.
- (d) To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the Partnership's activities.
- (e) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the Partnership.
- (f) To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the Partnership.
- (g) To lend money and give credit (with or without security) and to grant guarantees and issue indemnities.
- (h) To borrow money, and to give security in support of any such borrowings by the Partnership, in support of any obligations undertaken by the Partnership or in support of any guarantee issued by the Partnership.
- (i) To employ such staff as are considered appropriate for the proper conduct of the Partnership's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.
- (j) To engage such consultants and advisers as are considered appropriate from time to time.
- (k) To effect insurance of all kinds (which may include officers' liability insurance).
- (l) To invest any funds which are not immediately required for the Partnership's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
- (m) To liaise with other voluntary sector bodies, local authorities, UK or Scottish government departments and agencies, and other bodies, all with a view to furthering the Partnership's objects.
- (n) To establish and/or support any other charitable body, and to make donations for any charitable purpose falling within the Partnership's objects.
- (o) To take such steps as may be deemed appropriate for the purpose of raising funds for the Partnership's activities.
- (p) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- (q) To oppose, or object to, any application or proceedings which may prejudice the Partnership's interests.
- (r) To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Partnership, and to enter into any arrangement for co-operation or mutual assistance with any charitable body.

(s) To do anything which may be incidental or conducive to the furtherance of any of the Partnership's objects.

And it is declared that

(i) in this "clause, "property" means any property, heritable or moveable, wherever situated

(ii) in this clause, and throughout this memorandum of association, the word "charitable" shall have the meaning ascribed to it for the purposes of section 505 of the Income and Corporation Taxes Act 1988, including any statutory amendment or re-enactment for the time being in force.

4. (a) The income and property of the Partnership shall be applied solely towards promoting the Partnership's objects (as set out in clause 3).

(b) No part of the income or property of the Partnership shall be paid or transferred (directly or indirectly) to the members of the Partnership, whether by way of dividend, bonus or otherwise.

(c) No benefit (whether in money or in kind) shall be given by the Partnership to any director except

(i) repayment of out-of-pocket expenses or

(ii) reasonable payment in return for particular services (not being of a management nature) actually rendered to the Partnership.

5. The liability of the members is limited.

6. Every member of the Partnership undertakes to contribute such amount as may be required (not exceeding £1) to the Partnership's assets if it should be wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the Partnership's debts and liabilities contracted before he/she 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.

7. (a) If on the winding-up of the Partnership any property remains after satisfaction of all the Partnership's debts and liabilities, such property shall not be paid to or distributed among the members of the Partnership; that property shall instead be transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are similar (wholly or in part) to the objects of the Partnership.

(b) The body or bodies to which property is transferred under paragraph (a) shall be determined by the members of the Partnership at or before the time of dissolution or, failing such determination, by such court as may have jurisdiction at the time.

(c) To the extent that effect cannot be given to the provisions of paragraphs (a) and (b) of this clause 7, the relevant property shall be applied to some other charitable object or objects.

8. 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 Partnership and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Partnership; such accounting records shall be open to inspection at all times by any director of the Partnership.

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

**Names, Addresses and Descriptions
of Subscribers**

DATED the

Witness to the above Signatures:-