

THE COMPANIES ACT 1985 (as amended)
PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

PENNINE LANCASHIRE DEVELOPMENT COMPANY LIMITED (“the Company”)

1. The Company's name is Pennine Lancashire Development Company Limited.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are to work within the Pennine Lancashire area (being the administrative areas covered by Blackburn with Darwen Borough Council, Burnley Borough Council, Hyndburn Borough Council, Pendle Borough Council, Ribble Valley Borough Council and Rossendale Borough Council) and such other areas as the Governing Body (as defined in the Articles of Association of the Company) shall unanimously determine from time to time (“the Area”) and with partners for the benefit of the wider region and beyond, in order to implement and deliver economic development and housing renewal strategies and other strategies as may be agreed from time to time by the Company's members.
4. In furtherance of the objects but not further or otherwise the Company shall have the powers set out below:
 - 4.1 to enter into joint venture and other commercial or legal arrangements for physical development (to include without limitation housing, transport and infrastructure) and business support, including with the private sector;
 - 4.2 to bring, or in any way facilitate the bringing of, any land and buildings in the Area into effective use, to create or in any way facilitate the creation of an attractive environment and to ensure or assist in ensuring that employment, housing, social, cultural, educational and recreational facilities are available to encourage people to live and/or work therein;
 - 4.3 to assist, promote and encourage existing and new business, industry and commerce within the Area, including the provision of financial support, business counselling and re-location programmes;
 - 4.4 to market, advertise and promote the Area and the benefits of the Pennine Lancashire Area as a location for the expansion and creation of industry and commerce;

- 4.5 to promote the social and environmental benefit and the interests of commerce and industry in the Pennine Lancashire Area in all circles of local and central government and administration in the United Kingdom and the European Union and elsewhere and in all quasi-governmental bodies and agencies in such places;
- 4.6 to co-ordinate the preparation of a regeneration programme for the Area which includes within its aim the linking of the communities which surround the Area with its development, and to oversee its effective delivery;
- 4.7 to exercise a positive influence on, and provide appropriate advice, to contribute and to collaborate with statutory and local authorities in carrying out their duties as to local and regional planning highways and city regeneration for the Area;
- 4.8 to seek to maximise resources from all relevant external agencies to assist the regeneration of the Area;
- 4.9 to provide expert advice and consultancy services to enable or assist any individual, company, undertaking, co-operative or other group to establish a new enterprise (whether social or commercial) or to expand or re-establish an existing enterprise within the Area and to make such resources available on a commercial or subsidised basis as appears to the Company to be appropriate;
- 4.10 to commission, procure, produce, print, publish, distribute and sell all kinds of periodicals, books, articles, leaflets, films, videos, CD-Roms, computer programmes, visual and audio aids and other multi-media developments which may occur or other informative material relating to or conducive to the promotion of the Company's objects;
- 4.11 to provide education, instruction and carry out research in reference to the Company's objects;
- 4.12 to promote, arrange, organise and conduct conferences, lectures, seminars, meetings, discussions and exhibitions;
- 4.13 to operate advisory services;
- 4.14 to make investments including grants for physical development, business and/or training support;
- 4.15 to require payment for services or for goods provided as is considered appropriate in the furtherance of the Company's objects;
- 4.16 to advertise in such manner as may be thought expedient with a view to promoting the Company's objects;
- 4.17 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent

rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;

- 4.18 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company;
- 4.19 to establish subsidiary companies and own equity shares in businesses being supported;
- 4.20 to work with neighbouring authorities, companies and key economic agencies and partners;
- 4.21 to convene partners and marshal public sector resources to support the Area's economic priorities;
- 4.22 to support the development of the new environmental technologies and to facilitate the design/re-design of carbon neutral business premises and environments;
- 4.23 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 4.24 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms;
- 4.25 to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and

obligations of and the repayment or payment of any monies whatever by any person, firm or company;

- 4.26 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 4.27 to draw, make, accept, endorse, negotiate, execute and issue cheques, promissory notes, debentures, and other negotiable or transferable instruments;
- 4.28 to receive, purchase and/or hold for development, reclamation, investment or re-sale and to deal in land and commercial and other property of any tenure and any interest therein and to create, sell and deal in freehold and leasehold ground rents and to make advances upon the security of land and/or buildings or other property or any interest therein and generally to dispose of and/or deal with by way of sale, lease or exchange or otherwise with land and buildings of any type and other property whether real or personal, moveable or immovable and to develop and turn to account any land and/or buildings acquired by the Company or in which the Company is or shall be interested;
- 4.29 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the board of directors conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which such board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 4.30 to subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in the United Kingdom or issued or guaranteed by the government or any authority (municipal, local or otherwise) in the United Kingdom;
- 4.31 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the board of directors to be desirable with respect to any

business or operations of or generally with respect to any such company or companies;

- 4.32 to acquire by any means, any real or personal property or rights whatsoever, and to construct, equip, maintain, alter or demolish any buildings, works or other real or personal property necessary or convenient for the purposes of the Company or to finance, guarantee or arrange the execution of such work by any other person body or company;
- 4.33 subject to such consents as may be required by law, to solicit, receive and accept financial assistance, grants, donations, endowments, gifts (both inter vivos and testamentary); and loans of any property whatsoever, real or personal and subject or not to any specific charitable trust or condition for the Company's objects;
- 4.34 to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons whether on the full time or part time basis or on secondment and whether as consultant or employee supervise, or organise, carry on the work of and advise the Company;
- 4.35 to amalgamate or affiliate with (by joining or co-operating or by some other means or association) or to acquire or take over all or part of the undertaking or assets of any charitable association or institution or any organisation having objects altogether or in part similar to those of the Company's objects and not formed for profit which the Company may lawfully acquire or take over but so that any steps so taken shall not enlarge the Company's objects or involve any activity or disbursement of funds which do not further the attainment of the Company's objects;
- 4.36 to transfer, convey, assign or lease to any local authority, government body, quasi-government body or agency or any charity for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of the Company's objects or any of them;
- 4.37 to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or co-operation with any person or company carrying on, engaged, or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to further the Company's objects or any of them;
- 4.38 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the board of directors may think fit;

- 4.39 to act as agent or broker and/or as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts;
- 4.40 to remunerate any person, firm or company rendering services to the Company by cash payment or otherwise;
- 4.41 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same;
- 4.42 to provide, and establish and maintain trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory provided that the Company shall not provide, establish or maintain a non-contributory pension scheme) with a view to providing pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the dependants or relatives of any such persons; and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements;
- 4.43 to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid;
- 4.44 to purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310(1) of the Companies Act 1985 and sections 232-237 of the Companies Act 2006 and, subject to the provisions of the Companies Act 1985 and Companies Act 2006, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the Companies Act 1985 and Companies Act 2006, to indemnify

any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability;

- 4.45 to do all or any of the things or matters aforesaid either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- 4.46 to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them;

AND so that:

- (a) none of the objects set out in any of the preceding sub-clauses of **clause 3** nor any of the powers set out in the preceding sub-clauses of **clause 4** shall be restrictively construed but the widest interpretation shall be given to each such object and power, and none of such objects and powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects or power or powers (as applicable) set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of **clause 3** or **clause 4**, or by reference to or inference from the name of the Company;
- (b) none of the preceding sub-clauses of **clause 3** or **clause 4** and none of the objects or powers therein specified shall be deemed subsidiary or ancillary to any of the objects or powers specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects and powers specified in each sub-clause of **clause 3** and **clause 4** as though each such sub-clause contained the objects of a separate company;
- (c) the word "**company**" in this Memorandum, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere;
- (d) in this Memorandum of Association the expressions "**holding company**" and "**subsidiary**" shall have the meanings given to them respectively by section 736 of the Companies Act 1985 and the expression "**subsidiaries**" shall include a subsidiary undertaking as defined by section 258 of the Companies Act 1985; and
- (e) in this Memorandum of Association reference to the Companies Act 1985 and Companies Act 2006 shall be deemed to include any statutory modification or re-enactment thereof for the time being in force.

5. The liability of the members is limited.
6. Subject to the provisions of **clauses 7** and **9** the income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association. 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 Company.
7. Provided that nothing in this Memorandum of Association shall prevent any payment in good faith by the Company:
 - 7.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
 - 7.2 of interest or capital in respect of money lent by any member of the Company or director of the Company;
 - 7.3 of reasonable and proper rent or licence fee for any premises demised, let or licensed by any member of the Company or director of the Company;
 - 7.4 of fees remuneration or other benefit in money or monies worth to a company of which a member of the Company or a director may be a member; or
 - 7.5 to any director of reasonable out of pocket expenses properly incurred in connection with the business or undertaking of the Company.
8. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while such party is a member or within one year after such party ceases to be a member, for payment of the Company's debts and liabilities contracted before such party 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.
9. If at the conclusion of the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property or operating surplus whatsoever, the same shall:
 - 9.1 be paid to the members of the Company pro rata to the funding and other support (cash or otherwise) which, when aggregated together, they have each made available and advanced to the Company; or
 - 9.2 be paid as the members of the Company shall otherwise unanimously determine in writing.

We, the subscribers to this Memorandum of Association, wish to be joined into a Company, in pursuance of this Memorandum.

