

The Companies Acts 1985 and 1989

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

MEMORANDUM OF ASSOCIATION

OF

RUGBY FIRST LIMITED¹

**(as amended by special resolutions of the Company
passed on 2009)**

1. The name of the Company (hereinafter called “the Company”) is “Rugby First Limited.”
2. The registered office of the Company is to be situated in England and Wales.
3. The objects for which the Company is established (“the Objects”) are, within the Area of Benefit:
 - 3.1. to initiate and promote the establishment of a business improvement district (“BID”) in accordance with Part 4 of the Local Government Act 2003 (as the same may be consolidated, amended, modified or re-enacted from time to time) (“the Legislation”) for the purpose of financing, constructing, managing and operating improvements to the Area of Benefit
 - 3.2. to act as a BID body for the purposes of the Legislation and for the purposes of being the body responsible for the implementation of the BID proposals, any alteration proposals and any renewal proposals for the business improvement district.
 - 3.3. To carry out any activity which positively contributes to the Area of Benefit
 - 3.4. to pursue the regeneration of the town centre of the Area of Benefit
 - 3.5. without limitation to the generality of the foregoing to devise, undertake, and promote policies which build a positive image of an attractive flourishing town centre meeting the needs of all its users and

¹ Name changed on 2009 (previously Rugby BID Company Limited)

- 3.6. to promote and to encourage all those associated with the Area of Benefit to take an interest in the town centre and the facilities and opportunities which it offers and to maximise the use of the town centre as an area to provide opportunities and support for all its users

For the purpose of this paragraph the Area of Benefit shall be the Rugby Borough, Warwickshire.

4. In furtherance of the Objects but not otherwise the Company may exercise the following powers:
 - 4.1. 4.1 to promote provide and carry on or assist in any way in the promotion provision and carrying of any kind pursuant to the objects set out in Clause 3 and to arrange and hold meetings conferences and lectures in furtherance thereof,
 - 4.2. subject to such consents as may be required by law to purchase take on lease or in exchange hire or otherwise acquire any real or personal property and any rights or privileges and to construct maintain and alter any buildings or erections which the Company may think necessary for the promotion of its Objects,
 - 4.3. to solicit receive and accept financial assistance donations endowments gifts (both testamentary and inter vivos) devises bequests and loans of money rents hereditament and other property whatsoever, real or personal,
 - 4.4. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, to operate bank accounts in the name of the Company as well as to deposit with any local government authority capable of taking such deposits, the Company's funds or part thereof and to operate such an account held in the name of or per pro the Company;
 - 4.5. to raise funds and invite and receive contributions and in particular but without limitation, to propose and promote in accordance with the Legislation the imposition by any competent billing authority upon non-domestic rate payers whether within or outside the Area of Benefit of an additional levy (howsoever described in the Legislation) and in addition to invite voluntary contributions from any source in each case in accordance with the Legislation and any relevant statutory regulations and to exercise all the Company's powers for the renewal of such funding;
 - 4.6. subject to clause 5 below to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
 - 4.7. to enlist the support of and to co-operate with local government and other statutory authorities, voluntary and other organisations and individuals representative of any community or communities within the Area of Benefit or otherwise likely to be affected by the furtherance or achievement of the Objects or who may be independently operating wholly or partly in furtherance of the Objects or similar purposes and to exchange information and advice with them;
 - 4.8. to exercise all of the powers that are from time to time granted to or available to the Company by the Legislation or as may be granted to it by any delegation of authority by any statutory or public body;
 - 4.9. to conduct or commission the conducting of market research, canvassing, lobbying, advertising and promotion;
 - 4.10. to acquire, alter or improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

- 4.11. to establish and support any wholly owned subsidiary of the Company for the purpose of carrying on all or any part of the Objects;
 - 4.12. subject to such consents as may be required by law to borrow or raise money for the furtherance of the Objects in such manner and on such security as the Company may think fit and to sell, dispose, let, mortgage or charge and to grant licences, options, rights and privileges in respect of the undertaking and all or any of the real or personal property and assets, present or future of the Company;
 - 4.13. to invest and deal with the monies of the Company not immediately required for the furtherance of the Objects 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 to hold or otherwise deal with any investment made;
 - 4.14. to carry out all or any of the Objects and to do all or any of the above acts matters or things and to exercise all or any of the above powers in any part of the world and either as principals, agents, trustees or otherwise and either alone or in conjunction with others and either by or through sub-contractors, agents, trustees or otherwise;
 - 4.15. to act as agent or broker for any person, firm, organisation or company and to undertake and perform any form of contract;
 - 4.16. to carry on any trading operation which may be carried on in conjunction with the Objects and enter into agreements for all or any of the following purposes that is to say:-
 - 4.16.1. the supply by the Company to any person of any goods or materials;
 - 4.16.2. the provision by the Company to any person of any administrative, professional or technical services;
 - 4.16.3. the use by any person of any vehicle, plant or apparatus belonging to or facilities under the control of the Company and the placing at the disposal of any person, the services of any person employed in connection with the item in question
 - 4.16.3.1. provided in each case the Company shall before doing so have regard to whether any exercise of its powers under this paragraph will be likely to:-concern surplus capacity;
 - 4.16.3.2. profitably exploit surplus capacity; and
 - 4.16.3.3. benefit the Area of Benefit;
- and will not detract or derogate from the purpose of the business improvement district arrangements as set by the Legislation and generally
- 4.17. to indemnify every Board Member or other officer or auditor of the Company out of the assets of the Company against liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by any court from any liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company;

- 4.18. to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company including, subject to clause 5 below, any professional costs; to do all such other lawful things as are necessary or conducive for the achievement of the Objects.
5. The income and property of the Company 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 Company and no members of the Board of Directors shall be appointed to any office of the Company paid by salary or fees, or, save as hereinafter provided, receive any remuneration or other benefit in money or money's worth from the Company other than in respect of reasonable and proper expenses for any services rendered to the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

- 5.1 of reasonable and proper management charges to Rugby Town Centre Company Limited for services rendered by it to the Company;
- 5.2 of all usual and proper professional or other charges to any member of the Board of Directors who is a Solicitor, Accountant or otherwise engaged in a profession for work done by him or his firm in connection with the discharge of the objects of the Company;
- 5.3 of reasonable and proper remuneration to any member, officer or servant of the Company (not save as herein provided being a member of its Board) for any services rendered to the Company;
- 5.4 of reasonable and proper remuneration to any member of the Board appointed as Chief Executive of the Company for any services rendered by him to the Company.
- 5.5 of interest on money lent by any member of the Board at a rate not exceeding 2% per annum over the rate at which deposits in sterling of an amount equivalent to the amount of any loan are, at the date of such loan available in London Interbank market for a period of 12 months to the Company's bankers;
- 5.6 of reasonable and proper rent for premises and property demised or let by any member of the Company, or of its Board
- 5.7 to any Member of its Board for out of pocket expenses
- 5.8 of premiums on the indemnity insurance referred to in clause 4.15
6. Upon winding up or dissolution of the Company, all sums carried to the credit of the BID revenue account/s or BID operating account/s of the Company as maintained in accordance with the Legislation shall be applied in accordance with arrangements made under the Legislation.
7. If upon a winding up or dissolution of the Company, there remains after:-
- 7.1 arrangements made in accordance with paragraph 6 of this memorandum (and the Company's complete compliance with the Legislation in respect of any property whatsoever); and
- 7.2 the satisfaction of all its debts and liabilities (including without limitation the costs of winding up the Company's affairs)

any property whatsoever the same shall subject to the proviso stated below, be distributed:-

- a) to the extent that the same were so provided among those donors and grant making bodies who have made voluntary financial contributions to the Company for business improvement district purposes in the 12 months prior to the termination of the last chargeable period prior to the date of a distribution under this paragraph as a class ("Class A") and all persons who were liable in respect of BID levy imposed by the Company in the chargeable period last elapsed prior to the date of distribution under this paragraph as a class ("Class B") such distribution in the case of Class A, being made as nearly as practicable pro rata to each such contributor's total contribution in the period (not exceeding 12 months) prior to the commencement of a winding up of the Company and in the case of Class B, such distribution being made equally amongst such contributors as are within the Area of Benefit at any date specified for such purpose by the Officer unless in each case in the opinion of the Officer the cost of making a distribution to contributors or any class of contributors in accordance with the foregoing procedures, would be disproportionate to the benefit in which case any distribution shall be made as the Officer thinks fit provided that it shall be paid or distributed among the members of the Company only to the extent such persons fall within Class A or Class B aforesaid and not in their capacity as members of the Company and
- b) to the extent that the same were so provided, among those donors and grant making bodies who have made voluntary financial contributions to the Company for the pursuance of the objects of the Company other than for business improvement district purposes

- 8.** The liability of the Members is Limited.
- 9.** Every Member of the Company undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company 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 Company'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 contributors among themselves.
- 10.** Words and expressions used herein shall have the same meanings (where the context permits) as they are given in the Articles of Association with which the Company is incorporated.