

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 3831737

The Registrar of Companies for England and Wales hereby certifies that
THE 3G'S DEVELOPMENT TRUST

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 26th August 1999



N03831737J



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC007B

Package: 'Laserform'
by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

Declaration on application for registration

Company Name in full



* F 0 1 2 0 F 1 0 *

THE 3G'S DEVELOPMENT TRUST

I, ANDREW JULIAN BLAKE

of CHEAPSIDE HOUSE, 138 CHEAPSIDE, LONDON EC2V 6BBV

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

ALLEN & OVERY ONE NEW CHANGE
LONDON EC4M 9QQ

the

eighteenth

day of

August

One thousand nine hundred and ninety

nine

① Please print name.

before me ①

JUSTIN JONES

Signed

Date

18/08/99

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

Bates, Wells & Braithwaite

Cheapside House, 138 Cheapside House, London, EC2V 6BB

Ref: 014958.1/JB

Tel 0171 551 7777

DX number 42609

DX exchange CHEAPSIDE 1



A42 *AME29J04* 149
COMPANIES HOUSE 19/08/99

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Package: 'Laserform'
by Laserform International Ltd.

30(5)(a)

Please complete in typescript,
or in bold black capitals.

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

Company Name in full

THE 3G'S DEVELOPMENT TRUST



* F 0 3 0 A F 1 0 *

I, ANDREW JULIAN BLAKE

of CHEAPSIDE HOUSE, 138 CHEAPSIDE, LONDON EC2V 6BB

† Please delete as appropriate.

a [Solicitor engaged in the formation of the company] ~~person named as~~
~~director or secretary of the company in the statement delivered under~~
~~section 10 of the Companies Act 1985~~ I do solemnly and sincerely declare
that the company complies with the requirements of section 30(3) of the
Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to
be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

ALLEN & OVERY ONE NEW CHANGE
LONDON EC4M9QQ

the

eighteenth

day of

August

One thousand nine hundred and ninety

nine

① Please print name.

before me ①

Signed

Date

18/08/99

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
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DX number 42609

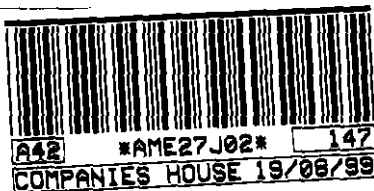
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DX 235 Edinburgh



10

Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

THE 3G'S DEVELOPMENT TRUST



* F 0 1 0 0 F 1 0 *

Proposed Registered Office

(PO Box numbers only, are not acceptable)

73, HONEYSUCKLE CLOSE

GURNOS

Post town

MERTHYR TYDFIL

County / Region

MID. GLAMORGAN

Postcode

CF 47 9DD

If the memorandum is delivered by
an agent for the subscriber(s) of
the memorandum mark the box opposite
and give the agent's name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

Bates, Wells & Braithwaite

Cheapside House, 138 Cheapside House, London, EC2V 6BB

Tel 0171 551 7777

DX number 42609

DX exchange CHEAPSIDE 1



A42 *AME28J03* 148
COMPANIES HOUSE 19/08/99

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or

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for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name

THE 3G'S DEVELOPMENT TRUST

NAME *Style / Title

MR

*Honours etc

* Voluntary details

Forename(s)

MELVYN

Surname

JONES

Previous forename(s)

NONE

Previous surname(s)

NONE

Address*Usual residential address*

For a corporation, give the registered or principal office address.

Post town

MERTHYR TYDFIL

County / Region

MID. GLAMORGAN

Postcode

CF47 9BX

Country

WALES

I consent to act as secretary of the company named on page 1

Consent signature

M Jones

Date

29-7-'99.

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MRS KINGORE

*Honours etc

Forename(s)

SUSAN JEAN

Surname

KING

Previous forename(s)

KAT -

Previous surname(s)

MATTHEWS

Address*Usual residential address*

For a corporation, give the registered or principal office address.

Post town

CARDIFF

County / Region

S GLAM

Postcode

CF4 8RA

Country

WALES

Day Month Year

Date of birth

16

01

52

Nationality

BRITISH

Business occupation

CHARITY EXEC DIRECTOR

Other directorships

VOLUNTARY ACTION MERTHYR TYDFIL
(VAMT)

I consent to act as director of the company named on page 1

Consent signature

S Kingore

Date

03/08/99

Directors

(continued)

(see notes 1-5)

NAME	*Style / Title	MS		*Honours etc	
	Forename(s)	GAMARA. CATHARTE			
	Surname	GREG			
	Previous forename(s)				
	Previous surname(s)				
	Address	SENNYVIEW BUNGALOW			
	Usual residential address	BECON ROAD. NERBON			
	For a corporation, give the registered or principal office address.				
	Post town	ABERDARE			
	County / Region	Rhondda Cynon Taff	Postcode	CF44 9NS	
	Country	WALES			
	Date of birth	Day	Month	Year	Nationality
		27	02	46	Scottish
	Business occupation	Finance & Business Manager			
	Other directorships	Company Secretary Cymorthome			
		Member of Rhondda Cynon Taff			
		I consent to act as director of the company named on page 1			
	Consent signature	C. Greg		Date	3/8/99

This section must be signed by					
<i>Either</i>					
an agent on behalf of all subscribers	Signed	Hester, Wells & Smith		Date	18/08/99
Or the subscribers (i.e those who signed as members on the memorandum of association).	Signed	C. Greg		Date	3/08/99
	Signed	K. Allen		Date	1-08-99
	Signed	S. H. H. H.		Date	3/08/99
	Signed	M. Jones		Date	11/8/99
	Signed	K. Allen		Date	11-8-99
	Signed			Date	

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

THE COMPANIES ACTS 1985 to 1989

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

MEMORANDUM

AND

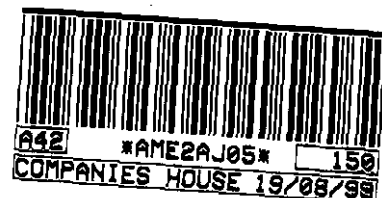
ARTICLES OF ASSOCIATION

OF

THE 3G'S DEVELOPMENT TRUST

BATES, WELLS & BRAITHWAITE

**Cheapside House
138 Cheapside
London EC2V 6BB
Ref: JB/JM/014958.1**



THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
THE 3G'S DEVELOPMENT TRUST

INTERPRETATION

1. In these Articles and the Memorandum of Association the following terms shall have the following meanings:-

	Term	Meaning
1.1	“Act”	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force;
1.2	“Articles”	these Articles of Association of the Company;
1.3	“the Associations”	the New Gurnos Residents’ Board, the Old Gurnos Tenants’ and Residents’ Association and the Galon Uchaf Residents’ Board;
1.4	“Benefit Area”	the New Gurnos the Old Gurnos and the Galon Uchaf estates in the Merthyr Tydfil County Borough and the surrounding neighbourhoods;
1.5	“Chairperson”	the Chairperson of the Directors and the Company appointed on an interim basis pursuant to Article [50.6] or otherwise appointed pursuant to Article [76];

- 1.6 “clear days” in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 1.7 “Company” the 3G’s Development Trust;
- 1.8 “Director and Directors” a director and the directors of the Company as defined in the Act (who are directors for company law purposes and trustees for charity law purpose);
- 1.9 “Founder Professional Agencies” Groundwork Merthyr and Rhondda Cynon Taff (Registered Company Number 208537; Registered Charity Number 518632) Registered Office: Fedw Har, Llwydcoed, Aberdare, Mid- Glamorgan. CF44 0DX and Safer Merthyr Tydfil Limited (Registered Company Number: 3361902; Registered Charity Number: 1062150) Registered Office: The Bus Station, Castle Street, Mid Glamorgan;
- 1.10 “Member and Members” a member and the members of the Company as defined in the Act;
- 1.11 “Memorandum” the Memorandum of Association of the Company;
- 1.12 “Office” the registered Office of the Company;
- 1.13 “person” refers to any individual or corporate body;
- 1.14 “Professional Agencies” The Founder Professional Agencies and such other organisations providing services within the Benefit Area as (being corporate) are admitted AS Organisation Members or (being unincorporated) whose authorised representatives are admitted as Organisation Members (excluding the Local Authority and the nominated representatives of the Associations);
- 1.15 “Secretary” the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint,

assistant or deputy Secretary.

- 1.16 “Vice-Chairperson” the vice-chairperson of the Company as appointed pursuant to Article [77];
- 1.17 “Treasurer” the Treasurer of the Company as appointed pursuant to Article [77].
- 2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Company.

MEMBERSHIP

3. Membership Categories

There shall be two categories of Member : Individual Members and Organisation Members.

4. Individuals Members

Any individual (over the age of 18) may be admitted as an Individual Member if he/she lives or works in or resorts to the Benefit Area or in the opinion of the Directors he/she supports the objects of the Company.

5. Organisation Members

A corporate organisation or a nominated representative (over the age of 18) of an unincorporated organisation may be admitted as an Organisation Member if the relevant corporate or unincorporated organisation provides services to those living or working in, or resorting to the Benefit Area.

- 6. The Founder Professional Agencies, and nominated representatives of each of the Associations shall be the first Organisation Members.
- 7. Every corporate Organisation Member shall appoint an individual to represent it at meetings of the Company and the name of such representative and the fact that he or she is the representative of such Member shall be noted in the register of Members. A corporate Member may replace its representative with another individual by giving notice in writing to the Company.

8. If an individual becomes an Organisation Member as a representative of an unincorporated organisation, the name of the Member, the name of the organisation and the fact that the Member is its representative shall be entered in the register of Members.
9. Subject to Article [12], an unincorporated organisation shall be able to replace the Member who is its representative with another individual by giving notice in writing to the Company and without it being necessary for the outgoing Member to give notice or the incoming Member to complete an application form.
10. **Admittance to Membership**
11. Every person who or which is eligible to and wishes to become a Member shall deliver to the Company a written application for Membership in such form as the Directors require signed by him or her or signed on its behalf. Such person shall (subject to Article [12]) be admitted to membership within the appropriate membership category upon payment of any applicable subscription and the Directors shall use their reasonable endeavours to ensure that all properly submitted membership applications are processed within 28 days of receipt.
12. Notwithstanding the other provisions of these Articles, Directors may in their absolute discretion decline to accept any person as a Member and need not give reasons for so doing.
13. **Membership Subscriptions**

The Directors may in their discretion levy subscriptions on all Members of the Company at such rate(s) as they shall decide and may levy subscriptions at different rates on different categories of Member.
14. Any Member who has not paid their subscription within 30 days of the date on which it falls due shall thereby cease to be entitled to any benefits and rights of membership (including the right to call, attend and vote at General Meetings and to receive notice of such meetings), unless and until all outstanding subscription monies are paid or the Directors otherwise resolve to restore any or all such rights.

15. Cessation of Membership

Membership shall not be transferable and shall cease on death. A Member shall cease to be a Member:-

- 15.1 on the expiry of at least seven clear days' notice to the Company of the Member's intention to withdraw;
- 15.2 if any subscription or other sum payable by the Member to the Company is not paid on the due date and remains unpaid for 90 days. The Directors may re-admit to Membership any person removed from Membership on this ground on payment of such reasonable sum as the Directors may determine;
- 15.3 if the Member (being an individual) becomes bankrupt or makes any arrangement or composition with his or her creditors generally or (being a corporate body) goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver (but not an administrative receiver appointed under Section 18 of the Charities Act 1993) appointed over all or any part of its assets or an order is made or a resolution passed for its winding up; or
- 15.4 if, at a meeting of the Directors, a resolution is passed by the vote of at least two thirds of the full complement of the Directors, resolving that the Member be removed, or that the unincorporated association represented by the Member shall no longer have the right to nominate an Organisation Member as its representative. Such a resolution shall not be passed unless the Member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal, and has been afforded a reasonable opportunity of being heard (in the case of an Individual Member in the company of one friend or adviser) or of making written representations to the Directors. A Member removed by such a resolution shall nevertheless remain liable to pay to the Company any subscription or other sum owed by such Member.
- 15.5. On the passing of a Resolution of the Directors, in the event and on the basis that the Company has reasonable grounds for believing that the Members last address as notified to the Company is no longer a current address.

- 15.6. In the case of an Organisation Member who represents an unincorporated organisation, when a replacement notice is served by the unincorporated organisation pursuant to Article [8].

GENERAL MEETINGS

16. **Annual General Meeting (“AGM”)**

The Company shall use its reasonable endeavours to hold its first AGM within 3 months of incorporation and in any event shall hold its first AGM within 18 months of incorporation. It shall afterwards hold an AGM once in each calendar year. Not more than 15 months shall pass between the date of one AGM and the next. Each AGM shall be held at such time and place, as the Directors think fit.

17. **Extraordinary General Meetings (“EGM”)**

The Directors may call an EGM at any time. The Directors shall call an EGM on receiving a requisition to that effect, signed by at least 10% of the Members having the right to attend and vote at General Meetings. In default, the requisitionists may call a General Meeting in accordance with the Act.

18. **Length of Notice**

Subject to Article [19], an AGM and an EGM called to pass a special resolution or a resolution appointing a person as a Director shall be called by at least 21 clear days’ written notice and any other General Meeting shall be called by at least 14 clear days’ written notice.

19. A General Meeting may be called by shorter notice if it is so agreed:-

19.1 in the case of an AGM, by all the Members entitled to attend and vote at that meeting; and

19.2 in the case of an EGM, by a majority of the Members having a right to attend and vote at that meeting together representing at least 95% of the total voting rights of all the Members.

20. **Contents of Notice**

Every notice calling a General Meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an AGM, the notice shall in addition specify the meeting as such and provide an agenda including the matters set out in Article [21]. If a special resolution is to be proposed, the notice shall contain a statement to that effect.

21. The agenda for each AGM shall include the following items:
- 21.1 presentation of the accounts and balance sheet of the Company produced by the Directors for the immediately preceding financial year (which must be audited if an audit is required);
 - 21.2 (if an audit is required) presentation of the auditor's report on the balance sheet of the Company for the immediately preceding financial year;
 - 21.3 presentation of a report from the Directors and reports from the Officers providing details of the Company's activities for the immediately preceding financial year and any subsequent period up to the date of the Annual General Meeting;
 - 21.4 election of six Community Directors under Article [51];
 - 21.5 election of four Professional Agency Directors under Article [52];
 - 21.6 (if auditors are required) appointment of auditors of the Company and the fixing of the auditors' remuneration or authorisation to the Directors to fix their remuneration;
 - 21.7 consideration of any resolution(s) proposed by the Directors, setting out the text of any such resolution(s).
 - 21.8 consideration of any resolution(s) proposed by Members setting out the text of any such resolution(s);
 - 21.9 consideration of any other matters required by the Act to be considered at the AGM.
22. Every notice of a General Meeting shall inform Members that they may appoint proxies to attend and vote at the meeting on their behalf.

23. **Service of Notice**

Notice of General Meetings shall be given to every Member and Director and to the auditors of the Company.

PROCEEDINGS AT GENERAL MEETINGS

24. No business shall be transacted at any meeting unless a quorum is present. Ten persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised

representative of a corporate Member (or one-third of the total Membership, whichever is the smaller) shall be a quorum.

25. If such a quorum is not present within 30 minutes from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting the Members present shall be a quorum. The Secretary shall inform all Members within 2 working days of an automatically adjourned meeting of the time and place at which the resumed meeting shall take place.
26. The Chairperson, or in his or her absence the Vice-chairperson, or in his or her absence the Treasurer, or in his or her absence, an other Director nominated by the Directors shall preside as chair of the meeting, but if no such officer be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chair and, if there is only one Director present and willing to act, he or she shall be chair.
27. If no Director is willing to act as chair, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall elect one of their number to be chair.
28. A Director may, even if not a Member, attend and speak, but not vote, at any General Meeting.
29. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall be necessary only to give such notice as is practicable in the circumstances.
30. A resolution put to the vote of a meeting shall be decided on a show of hands, unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

30.1 by the chair; or

30.2 by at least five Members having the right to vote at the meeting; -
or

30.3 by Members representing at least one-tenth of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

31. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
32. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
33. A poll shall be taken (if possible) forthwith as the chair directs and he or she may appoint scrutineers (who need not be Members). The result of the poll shall be declared as soon as possible and the meeting may, in the chair's discretion, proceed to the next business whilst the counting in relation to any poll is in progress. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
34. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
35. A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
36. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

37. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting.
38. A resolution in writing, executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he or she was present, shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more Member. The date of a written resolution shall be the date on which the last Member signs.

Votes of Members

39. On a show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.
40. No Member may vote on any matter in which that Member is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the Members present in person or by proxy at the meeting, such permission to be given or withheld without discussion.
41. No Member shall be entitled to vote at any General Meeting unless all monies presently payable by that Member to the Company have been paid.
42. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his or her receiver, curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
43. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

Proxies

44. An instrument appointing a proxy shall be in writing, executed (subject to Article [47]) by the appointing Member (and if that Member is a company it shall be signed by the representative of the Company appointed pursuant to Article [6] and shall be substantively in the following form (or in such other as the Directors may approve):-

“THE 3’GS DEVELOPMENT TRUST

I/We,

of

being a Member/Members of the above named Company, hereby appoint _____, of _____, or failing him/her, _____, of _____,

, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [date], and at any adjournment thereof.

Signed on [date]”

45. Where it is desired to afford Members an opportunity of instructing the proxy how he or she shall act the instrument appointing a proxy shall be substantively in the following form (or in such other form as usual or which the Directors may approve):-

“THE 3G’S DEVELOPMENT TRUST

I/We, _____, of _____,

being a Member/Members of the above named Company, hereby appoint _____, of _____, or failing him/her, _____, of _____,

, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on [date], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 *for *against

Resolution No 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed on [date]”

46. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-

46.1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or shall be handed to the chair of the meeting before it commences; or

46.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or

46.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

47. A proxy for a Member who is entered on the register of Members as being a representative of an unincorporated organisation may be appointed either by the Member or by the unincorporated association or body.

48. A vote given or poll demanded by proxy, or by the duly authorised representative of a corporate organisation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the Office (or at such other place at which the instrument of proxy was duly deposited) before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

DIRECTORS

Number of Directors

49. Unless otherwise resolved by special resolution (and subject to the Directors' Interim Provisions), the minimum number of Directors shall be 5 and maximum number of Directors shall be 15, of whom:

- 49.1 no more than 6 shall be Community Directors, appointed pursuant to Article [51];
- 49.2 no more than 4 shall be Professional Agency Directors appointed pursuant to Article [52];
- 49.3 no more than 3 shall be Association Directors appointed pursuant Article [54]; and
- 49.4 no more than 2 shall be Special Directors appointed pursuant to Article [55].

50. **Directors' Interim Provisions**

- 50.1 This Article 50 shall apply in relation to the Directors until the first AGM of the Company.
- 50.2 Each Director appointed under this Article 50 shall retire from office at the end of the Company's first AGM (though each may be re-appointed as from the AGM in accordance with Articles [51-55]).
- 50.3 There shall be a minimum of three and a maximum of five Directors.
- 50.4 Each Association shall be entitled by resolution of its management committee to nominate one Director whose home address must be within the Benefit Area (and may remove and replace their nominee by the same means). Each such nomination shall be effected by written notice to the Office signed on behalf of the Association.
- 50.5 The Founder Professional Agencies shall each be entitled by written resolution of their respective management committees to nominate one Director (and may remove and replace their nominees by the same means). Each such nomination shall be

effected by written notice to the Office signed on behalf of the Organisation Member.

- 50.6 The Chairperson of the Interim Board of Directors shall be whichever of the Directors appointed pursuant to Article [50.4] such Directors shall resolve (by majority vote if necessary).

51. Community Directors

- 51.1 The qualification for a Community Director is that he/she shall be an Individual Member whose home address is within the Benefit Area.
- 51.2 Any qualified individual who wishes to be considered for election as a Community Director (other than a retiring Community Director who wishes to be re-elected) shall lodge with the Company at the Office a written signed notice of his/her willingness to be elected, in such form and at such time as the Directors shall prescribe from time to time.
- 51.3 Community Directors shall be elected by the Members at each AGM.

52. Professional Agency Directors

- 52.1 Each Professional Agency Director must be nominated by a Professional Agency.
- 52.2 Any Professional Agency which wishes to nominate a Professional Agency Director shall lodge with the Company at the Office written notice of its willingness to nominate such a Director and the full name and address and written consent to act of the proposed nominee, in such form and at such time as the Directors shall prescribe from time to time.
- 52.3 Professional Agency Directors shall be elected from among the nominated Professional Agency Directors by the Members at each AGM.
- 52.4 In the event of a Professional Agency Director ceasing to be employed engaged or otherwise associated with his/her nominating Professional Agency the relevant Professional Agency shall have power to replace the Professional Agency Director by nomination in writing to the Company at the Office. Such replacement appointment shall be valid until the following AGM of the Company.

53. Election of Individual Directors and Professional Agency Directors

53.1 The election of Community and Professional Agency Directors shall take place annually at the AGM and any retiring Community or Professional Agency Director may, if he or she is willing, be re-elected (provided that in an Professional Agency Director's case his or her Professional Agency re-confirms him/her in writing as its nominee).

53.2 If at the meeting at which a Community or Professional Agency Director who is eligible for re-election retires, the Company does not fill the vacancy, the retiring Director (if willing to act and if, in a Professional Agency Director's case, he/she is re-confirmed as his/her Professional Agency's nominee) shall be re-appointed, unless at the meeting it is resolved not to fill the vacancy or unless a resolution for re-appointment of the Director is put to the meeting and lost.

53.4 Subject to the above Articles, a Community or Professional Agency Director who retires at an AGM and is not reappointed, shall retain office until the meeting appoints someone in his or her place, or if it does not do so, until the end of the meeting.

54. Association Directors

54.1 Each of the Associations may (from time to time) by resolution of their respective management committees nominate one Director (and may remove or replace such nominee by the same means).

54.2 Each such nomination shall be effected by written notice to the Office signed on behalf of the Association.

55. Special Directors

55.1 The Directors may by resolution appoint any individual who is willing to act and who the Directors consider to have particular skills which may benefit the Company, to be a Special Director for such term as the Directors think fit (and may remove and replace any such Director by the same means).

55.2 The Company may by ordinary resolution remove any Special Director and the Directors may not (except under the authority of a further ordinary resolution) re-appoint any individual who has

been removed as a Special Director to be a Special Director or a co-opted Director.

56. Co-opted Directors

- 56.1 The Directors may appoint a person who is willing to act to be a Director to fill any vacancy among the Community Directors or Professional Agency Directors. A Director so appointed shall hold office only until the next following AGM. If not reappointed at such AGM he or she shall vacate office at the end of the meeting.
- 56.2 The Directors may appoint a person who is willing to act to be a Director to fill any vacancy among the Association, or Local Authority Directors, where the relevant appointing body has given written notice that it does not wish to fill the vacancy in accordance with the Articles or the relevant appointing body has not filled the vacancy within 90 days of being notified of the vacancy by written notice on behalf of the Company. In either case the appointing body may by written notice to the Company reclaim its power(s) of appointment and any appointee of the Directors under this Article shall cease to be a Director if and when the relevant appointing body does exercise its power to fill the relevant vacancy.

Powers of Directors

57. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
58. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

Regulations

59. The Directors shall have power from time to time to make, repeal or alter regulations as to the management of the Company and its affairs, as

to the duties of any Officers or employees of the Company, as to the conduct of business by the Directors or any committee and as to any of the matters or things within the powers or under the control of the Directors provided that such regulations shall not be inconsistent with the Memorandum or the Articles.

Delegation of Directors' powers

60. The Directors may delegate any of their powers or the implementation of any of their resolutions to any committee in accordance with the following conditions:
 - 60.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number);
 - 60.2 the composition of any such committee shall be entirely in the discretion of the Directors and may comprise such of their number (if any) as the resolution may specify;
 - 60.3 the deliberations of any such committee shall be reported regularly to the Directors and any resolution passed or decision taken by any such committee shall be reported forthwith to the Directors and for that purpose every committee shall appoint a secretary;
 - 60.4 all delegations under this Article shall be revocable at any time;
 - 60.5 the Directors may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit.
61. For the avoidance of doubt, the Directors may (in accordance with Article [62]) delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Director, provided always that no committee shall incur expenditure on behalf of the Company except in accordance with a budget which has been approved by the Directors.
62. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations made by the Directors.

Disqualification and removal of Directors

63. The office of a Director shall be vacated if:-
- 63.1 he or she ceases to be a Director by virtue of any provision of the Act or he or she becomes prohibited by law from being a Director or a Charity Trustee;
 - 63.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - 63.3 he or she is, or may be, suffering from mental disorder and he or she is removed by unanimous resolution of the other Directors on that ground;
 - 63.4 he or she resigns his or her Office by notice to the Company (but only if at least two Directors will remain in Office when the notice of resignation is to take effect);
 - 63.5 in the case of an Association, or Special or Co-opted Director his/her appointing body removes or replaces them in accordance with these Articles;
 - 63.6 in the case of a Professional Agency Director he/she is replaced under the provisions of Article [52.4];
 - 63.7 being a Member, he, she or it is removed as a Member under the provisions of Article [15.4];
 - 63.8 being an Organisation Member as a representative of an unincorporated organisation, such unincorporated organisation loses its power of nomination to organisation membership under Article [15.4].

Expenses of Directors

64. The Directors may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or General Meetings or otherwise in connection with the discharge of their duties.

Trustees' Indemnity Insurance

65. Directors shall have power to resolve pursuant to clause [4.26] of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

PROCEEDINGS OF THE DIRECTORS

66. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.
67. The Chairperson or two Directors may, and the Secretary at the request of the Chairperson, or two Directors shall, call a meeting of the Directors. Notice of every meeting of the Directors stating the general particulars of all business to be considered at such meeting shall be sent by post to each Director at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not specified in such general particulars.
68. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.
69. The quorum for the transaction of the business of the Directors may be fixed by the Company in General Meeting and, unless so fixed at any other number, shall be three while the Directors' Interim Provisions apply and shall thereafter be four.
70. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number but, if and so long as the number of Directors is less than the number fixed as a quorum, the Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company but for no other purpose.
71. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, even if afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
72. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by

one or more Directors. The date of a written resolution of the Directors shall be the date on which the last Director signs.

73. A meeting of the Directors may be held either in person or by suitable electronic means agreed between the Directors in which all participants may communicate simultaneously with all other participants
74. No Director may vote in respect of any matter in which he or she is personally interested whether directly or indirectly and he or she shall not be considered to be entitled to vote for the purpose of establishing a quorum.

GENERAL

Chairperson

75. (Subject to Article 50.6) the Directors may appoint one of their number to be the (unremunerated) chair of the Directors and of the Company and may at any time remove him or her from that office. Provided that at least one Director's home address is in the Benefit Area the Directors shall appoint a Director whose home address is in the Benefit Area to be the Chairperson. Unless he or she is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he or she is present. If there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chairperson, or in his or her absence or unwillingness to preside, the Treasurer of the Company shall preside. Otherwise the Directors present may appoint one of their number to be chair of the meeting.

Secretary

76. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term at such remuneration (unless he or she is a Director) and upon such conditions as they may think fit and may be removed by them.

Vice Chairperson and Treasurer

77. The Directors shall appoint from among their number an (unremunerated) Vice-Chairperson and an(unremunerated) Treasurer and remove and replace such appointees by resolution. The Directors may assign such functions to such office holders as they shall think fit.

Minutes

78. The Directors shall cause minutes to be made in books kept for the purpose:-

78.1 of all appointments of Officers made by the Directors; and

78.2 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Director, be sufficient evidence of the proceedings.

Accounts and Reports

79. The Company may in General Meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by the Members but subject thereto the statutory books and accounting records shall be open to inspection by the Members during usual business hours.

80. The Directors shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:

80.1 annual reports;

80.2 annual returns;

80.3 annual statements of account.

Notices

81. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling an emergency meeting of the Directors need not be in writing.
82. Any notice to the Company shall be sent by post in a prepaid envelope to or delivered by hand to the Office.
83. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his

or her registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

84. Members present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
85. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

Indemnity

86. Subject to the provisions of the act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto or in defending any proceedings, whether civil or criminal, in which judgment 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 the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.

WINDING-UP

87. The provisions of clauses 8 and 9 of the Memorandum of Association relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in the Articles.

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

1. Signature: *M Jones*
Name: *MERRIN JONES*
Position: *Chair of Galon Uchaf Residents Board.*

As the nominated representative of Galon Uchaf Residents Board of

Address: *9th AVE GALON UCHAF*

Date: *11.8.99*

Witness to the above signature:

Signature: *P. Khan*
Name: *PAMELA KHAN*
Address: *GURNOS RESOURCE CENTRE*
Occupation: *Project Co-ordinator*

2. Signature: *K. Allen*
Name: *KENNETH ALLEN*
Position: *CHAIR*

As the nominated representative of Old Gurnos Tenants and Residents Association.

Address: *GURNOS COMMUNITY RESOURCE CENTRE*

Date: *10-8-99*

Witness to the above signature:

Signature: *B*

Name: BRIAN COLLINS

Address: GURNOS RESERVE CENTRE

Occupation: Member

3.

Signature:

Name: TREVOR LYON

Position: CHAIR

As the nominated representative of New Gurnos Residents Board of

Address: NEW GURNOS RESERVE CENTRE, GURNOS, MERTHYR TYDFIL

Date: 3/08/99

Witness to the above signature: M. Basi

Signature: M. Basi

Name: MARIA BASI

Address: INFORMATION CENTRE, 73 HONGY SUCLE CLOSE,
GURNOS, MERTHYR TYDFIL

Occupation: INFORMATION CENTRE / BUSINESS DEVELOPMENT
MANAGER

4

Signature:

Name:

Position:

For and on behalf of Safer Merthyr Tydfil Limited of

Address: SAFER MERTHYR THE BUS STATION MERTHYR
TYDFIL

Date: 3/08/99

Witness to the above signature:

Signature: M. Basi

Name: MARIA BASI

Address: INFORMATION CENTRE, 73 HONGY SUCLE CLOSE,
GURNOS, MERTHYR TYDFIL

Occupation: INFORMATION CENTRE / BUSINESS DEVELOPMENT MANAGER.

5. Signature:

Name:

Position:

For and on behalf of Groundwork Merthyr and Rhondda Cynon Taff
of

Address:

Date:

Witness to the above signature:

Signature:

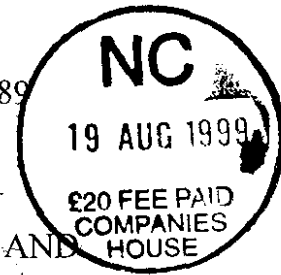
Name:

Address:

Occupation:

623425
THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL



018477

MEMORANDUM OF ASSOCIATION

OF

THE 3G'S DEVELOPMENT TRUST

1. The Company's name is The 3G's Development Trust ("the Company").
2. The Company's registered office will be situated in Wales.

3. OBJECTS

The Company's objects are the promotion for the public benefit of urban regeneration in the New Gurnos, the Old Gurnos and the Galon Uchaf estates in the Merthyr Tydfil County Borough, and the surrounding neighbourhoods ("the Benefit Area") by all or any of the following means:-

- a. the relief of poverty;
- b. the relief of unemployment;
- c. the advancement of education, training or retraining, particularly among unemployed people and providing unemployed people with work experience;
- d. the provision of financial assistance, technical assistance or business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
 - (i) in setting up their own business; or
 - (ii) to existing businesses.

- e. the creation of training and employment opportunities by the provision of workspace, buildings, and/or land for use on favourable terms;
- f. the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership provided that such power shall not extend to relieving any local authorities or other bodies of a statutory duty to provide or improve housing;
- g. the maintenance, improvement or provision of public amenities;
- h. the promotion of the conservation, protection and improvement of the physical and natural environment and the heritage of the Benefit Area and the advancement of public education in environmental matters and the heritage of the Benefit Area and of better ways of conserving, protecting and improving the physical and natural environment;
- i. the provision in the interests of social welfare of facilities for recreation and leisure time occupation for the public at large or those who by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
- j. the provision of public health facilities and childcare;
- k. the promotion of public safety and prevention of crime;
- l. such other means as may from time to time be charitable under the law of England and Wales ("the Objects").

4. POWERS

To promote the Objects but not for any other purpose the Company may:-

- 4.1 bring together all human and material resources of whatsoever kind, give or procure such advice, take such initiatives, provide such services and proffer such assistance as shall be considered appropriate;
- 4.2 enquire into and survey or otherwise investigate the needs of those who may be benefited hereunder;

- 4.3 educate the public regarding the use or abuse of the environment and promote awareness regarding conservation and improvement of the physical and natural environment;
- 4.4 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
- 4.5 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;
- 4.6 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
- 4.7 provide or procure the provision of counselling and guidance;
- 4.8 purchase, lease, hire, receive in exchange, or as a gift, any interest whatever in real or personal property and equip it for use;
- 4.9 subject to any consent required by law sell, purchase, manage, lease, mortgage, exchange dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable.
- 4.10 subject to any consent required by law borrow and raise money on such terms and security as the Company may think suitable;
- 4.11 raise funds and invite and receive contributions from any person(s) provided that the Company shall not undertake any permanent trading activities in raising funds;
- 4.12 carry on trade in the course of carrying out one of its objects;
- 4.13 carry on temporary trade ancillary to carrying out its objects;
- 4.14 incorporate wholly owned subsidiary companies to carry on any trade;
- 4.15 employ and pay employees and professional or other advisors;
- 4.16 grant pensions and retirement benefits to employees of the Company and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Company and their dependants;

- 4.17 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or unincorporate with objects similar to its objects and subscribe, lend or guarantee money to such charitable institutions;
- 4.18 co-operate with third parties, including local authorities and other non-charitable bodies (but not so as to confer any bounty upon them);
- 4.19 undertake and execute any charitable trusts which may lawfully be undertaken by it;
- 4.20 invest and deal with the Company's money not immediately required for the Objects in or upon any investments, securities, or property;
- 4.21 to lend money and give credit, to take security for such loans and credit and to guarantee and become or give security for the performance of contracts by any person or company;
- 4.22 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
- 4.23 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporate with objects similar to the Company's objects;
- 4.24 pay out of its funds the costs of forming and registering the Company;
- 4.25 to take out any insurance in respect of any matter in which the Company has an insurable interest;
- 4.26 pay out of the funds of the Company the cost of any premium in respect of any indemnity insurance to cover the liability of the Directors (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence default, breach of trust or breach of duty of which they may be guilty in relation to the Company. No such insurance shall extend to any claim arising from any act or omission which the Directors (or any of them) knew to be a breach of trust or breach

of duty or which was committed by the Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;

4.27 do all such other lawful things as shall further the Company's objects.

5. The income and property of the Company shall be applied solely towards the promotion of the Objects. No part shall be paid or transferred directly or indirectly to any Member or Director except for payment in good faith of:-

5.1 any reasonable and proper remuneration to corporate Organisation Members or unincorporation bodies represented by Organisation Members as referred to in clause 6 below for any services rendered to the Company;

5.2 reasonable and proper remuneration to any employee (not being a Director)

5.3 reasonable and proper travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any Member officer or employee of the Company;

5.4 interest on money lent to the Company at a reasonable and proper rate;

5.5 reasonable and proper rent for premises or equipment let to the Company;

5.6 fees, or other benefits to any company of which a Director is also a member holding not more than 1/100th part of the capital;

5.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Clause 4.26 of this Memorandum;

5.8 the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf; except that at no time shall a majority of the Members or of the Directors benefit under this provision and provided that any such Member or Director shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion.

6. Corporate Organisation Members or unincorporated bodies represented by Organisation Members may enter into contracts with the Company and receive reasonable and proper remuneration for the provision of such services provided that any Director who is also a Board Member or employee of any such corporate Organisation Member or such unincorporated body shall withdraw from the part of any meeting at which the remuneration of such relevant corporate Organisation Member or unincorporated body is under discussion.
7. The liability of the Members is limited.
8. Every Member undertakes to contribute such amount as may be required, not exceeding £1, to the Company's assets if it should be wound up while they are a Member or within one year after they cease to be a Member:-
 - 8.1 for the payment of the Company's debts and liabilities contracted before they ceased to be a Member;
 - 8.2 for the costs, charges and expenses of winding up; and
 - 8.3 for the adjustment among themselves of the rights of persons who have contributed to the Company's assets.
9. If any property remains after the Company has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among the Members. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Company and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as Clause 5 of this Memorandum imposes upon the Company. The institution or institutions which are to benefit shall be chosen by the Members at or before the time of winding up or dissolution.
10. Terms defined in the Company's Articles of Association shall have the same meanings in this Memorandum.

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum.

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

- | | | <u>Guarantee</u> |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1. | <p>Signature: <i>M Jones</i></p> <p>Name: <i>MERRIL JONES.</i></p> <p>Position: <i>CHAIR</i></p> <p>As the nominated representative of Galon Uchaf Residents Board
of <i>9th AVE, GALON UCHAF MERTHYR TYDFIL</i></p> <p>Address:</p> <p>Date: <i>11. 8. 99</i></p> <p>Witness to the above signature:</p> <p>Signature: <i>P.R.</i></p> <p>Name: <i>PAMELA KIHAN</i></p> <p>Address: <i>GURNOS RESOURCE CENTRE</i></p> <p>Occupation: <i>Project Coordinator</i></p> | <p>£1</p> |
|
 | | |
| 2. | <p>Signature: <i>K. Allen</i></p> <p>Name: <i>KENNETH ALLEN</i></p> <p>Position: <i>CHAIR</i></p> <p>As the nominated representative of Old Gurnos Tenants and
Residents Association of</p> <p>Address: <i>RESOURCE CENTRE</i></p> <p>Date: <i>10-8-99</i></p> | <p>£1</p> |

Witness to the above signature:

Signature: *B. Collins*

Name: *Brian Collins*

Address: *Gurnos Resource Centre*

Occupation: *Member*

3. Signature: *Trevor Lloyd* £1

Name: *Trevor Lloyd*

Position: *Chair*

As the nominated representative of New Gurnos Residents Board
of

Address: *Denby Oaks Centre, Rosyth Road, Gurnos Merthyr Tydfil*

Date: *03/08/99*

Witness to the above signature:

Signature: *Michael Jones*

Name: *Michael Jones*

Address: *Twynham Centre, 73 Thomasville Close, Gurnos, Merthyr Tydfil*

Occupation: *Twynham Centre / Business Development Manager*

4. Signature: *Susan King* £1

Name: *Susan King*

Position: *DIRECTOR SALES*

For and on behalf of Safer Merthyr Tydfil Limited of

Address: *The Old Station, Castle Street, Merthyr Tydfil*

Date: *3/08/99*

Witness to the above signature:

Signature: M. Barsi

Name: M. BARSİ

Address: INFORMATION CENTRE, 73 HONEYSUCKLE CLOSE, GURNOS,
MERTHYR TYDFIL

Occupation: INFORMATION CENTRE / BUSINESS DEVELOPMENT MANAGER

5. Signature:

Sandra Cathcart Greig

£1

Name: SANDRA CATHCART GREIG

Position: Finance & Business Manager

For and on behalf of Groundwork Merthyr and Rhondda Cynon
Taff of

Address: FEDW HUR LHWYD COED ABERDARE RT

Date: 3 AUGUST 1999

Witness to the above signature:

Signature: M. Barsi

Name: MARIA BARSİ

Address: INFORMATION CENTRE, 73 HONEYSUCKLE CLOSE,
GURNOS, MERTHYR TYDFIL

Occupation: INFORMATION CENTRE / BUSINESS DEVELOPMENT
MANAGER.