

The Companies Act 2006

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

MEMORANDUM OF ASSOCIATION OF

.....LIMITED

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1. The name of the company (**hereinafter referred to as "the Company"**) is Limited.
2. The Registered Office of the Company will be situated in England.
3. The objects of the Company are:
 - (a) To represent and protect the interests of all members of the Company and residents in the area, collectively and individually, in particular with regard to their dealings with the landlord/s;
 - (b) To manage and administer or to participate in the management and administration of properties owned by the Landlord/s in the district of known as and its environs (**hereinafter referred to as "the Area"**) and any other land, buildings and real property as the Company may decide, either on its own account or as a trustee, nominee or agent for the Landlord or for any other person, authority or company;
 - (c) To provide services of every description in relation to the Area and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the Area and to arrange for the supply and maintenance of services and amenities, and

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for the cultivation, maintenance, landscaping and planting of any land, gardens and grounds contained within the Area and to enter into contracts with builders, residents, tenants, contractors and others;

- (d) To support and/or provide any services that contribute to the wider regeneration of 'The Area', including the creation of employment, the advancement of education and training, relief of poverty, the provision of public amenities and recreational facilities, and the promotion of public safety and the prevention of crime;
 - (e) To secure and promote the involvement of tenants and all members of the local community in all aspects of the Company's affairs;
 - (f) To build the capacity of and empower the local community;
 - (g) To carry on any other trade, business or activity which can in the opinion of the Board of Directors be carried on in connection with or ancillary to any of the activities of the Company;
 - (h) In carrying out these objects the Company shall promote equality of opportunity and avoid discrimination against any person on the grounds of racial origin, gender, sexuality, disability, religion, age, class, appearance, marital status, unrelated criminal convictions, or being HIV positive or having AIDS.
4. In furtherance of the above objects, the Company shall have the following powers:
- (a) To enter into a Management Agreement/s with the Landlord/s either in accordance with the Housing (Right to Manage) Regulations 1994 or on a voluntary basis;
 - (b) To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other

outgoings whatsoever in respect of the Area or any part of it;

- (c) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
- (d) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter and to organise lectures, broadcasts, conferences and courses of instruction;
- (e) To make appeals for money and to solicit subscriptions to the funds of the Company and to accept any gifts of real or personal property including those subject to any trust and/or conditions compatible with the objects of the Company and to undertake to carry out any such trusts and/or conditions compatible with the objects of the Company;
- (f) To borrow or raise money for the Company on such terms and on such security as may be thought fit;
- (g) To engage or employ such personnel (whether as employees, consultants, advisers or however) as may be considered necessary for the promotion of the objects of the Company;
- (h) To establish and support or aid in the establishment and support of any association, company, co-operative or other organisation the promotion of which shall in any way be calculated to advance directly or indirectly the objects or interests of the Company;
- (i) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm, or company carrying on any activities which the Company is authorised to carry on;
- (j) To invest the monies of the Company not immediately

required for its own purposes in or upon such investments, securities or property as may be thought fit;

- (k) To enter into any partnership or joint-purse or profit-sharing arrangement with any organisation, company, firm or persons carrying on or proposing to carry on any activities within the objects of the Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of any such company;
 - (l) To obtain all necessary permits, licences or trade marks required for the purpose of enabling the Company to carry out its objects upon such terms and conditions as it may think fit, and to enter into any arrangements with any authority or government (local, national or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such authority or government any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions;
 - (m) To do all such other lawful things as may be necessary or desirable for the attainment of the above objects or any of them.
5. The income and property of the Company from whatsoever source derived shall be applied solely towards the promotion of its objects set forth in this Memorandum of Association, and no portion thereof shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever, by way of profit to the members of the Company,

PROVIDED THAT nothing shall prevent any payment in good faith by the Company:

- (a) Of reasonable and proper remuneration to any servant of the Company for any services rendered to the Company;

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- (b) Of reasonable and proper rent for premises demised or let by any member of the Company.
- 6. The liability of the members is limited.
- 7. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding ten pence.
- 8. In the event of the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Company, but shall be transferred in the furtherance of its objects to some other institution or institutions having objects similar to or compatible with any of the objects of the Company, as may be determined by a General Meeting or, insofar as the assets are not so transferred, shall be held for charitable purposes. This clause 8 may only be changed by the unanimous vote of all members at an Extraordinary General Meeting and the relevant section of the Act shall not apply.

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NAMES, SIGNATURES, ADDRESSES & OCCUPATIONS OF SUBSCRIBERS:

Name Address
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Name Address
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Dated this day of 20.....

WITNESS TO THE ABOVE SIGNATURES:

Name Address
Signature
Occupation

The Companies Act 2006

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

ARTICLES OF ASSOCIATION OF

.....LIMITED

* * * * *

Interpretations

1. In these Articles:

"The Act" means the Companies Act 2006 and any amendments from time to time in force;

"The Company" means the above-named company;

"The Board" means all those persons appointed to perform the duties of Directors of the Company;

"The Seal" means the Common Seal of the Company;

"Secretary" means any person appointed to perform the duties of the Secretary of the Company;

"The Area" is as set out in the map with clear marked boundaries, attached at Appendix A to these Articles;

"The Landlord" means any provider of Social Housing with which the Company has entered into a Management Agreement;

"Tenant" means a person aged 18 or over who holds a Tenancy with the Landlord (including long leaseholders)

"Resident" means a person aged 18 or over who is a lawful resident within the boundaries of an area covered by the management agreement, but who does not hold a tenancy or a long lease with the Landlord;

"In writing" shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing works in a visible form;

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Words importing the singular number shall include the plural and vice versa unless a contrary intention appears;

Words importing persons shall include bodies corporate if not inconsistent with the context;

Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Members

2. The number of members of the Company shall be unlimited.
3. The first members of the Company shall be the Subscribers to the Memorandum of Association.
4. The Board shall admit to membership individuals who have paid or agreed to pay the annual subscription, if any, and who are either **tenants or residents in an area covered by a management agreement with the Company**
5. (a) The Company shall keep a Register of members in which shall be recorded the name and address of every member, the date on which they became a member and the date on which they ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member.

(b) The Board shall place members after they have been accepted as members of the Company in one of the following categories hereinafter known as Interest Groups.
 - (i) Tenant Members
 - (ii) Resident Members

Cessation of Membership

6. The rights and privileges of a member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.
7. A member shall cease to be a member immediately that s/he:
 - (a) ceases to fulfil any of the qualifications for membership as specified by Article 4 or by the Company from time to time; or
 - (b) resigns in writing to the Secretary; or
 - (c) is expelled by a Special Resolution carried in accordance with Article 11 at an Extraordinary General Meeting called to consider the matter; or
 - (d) dies.

General Meetings

8. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting shall be held within eighteen months of incorporation.
9. The business of an Annual General Meeting shall comprise:
 - (a) the consideration of the Report and Accounts presented by the Board;
 - (b) the election of Board members;
 - (c) the appointment and the fixing of the remuneration of the Auditor or Auditors;
 - (d) the fixing of annual subscriptions, if any;
 - (e) such other business as may have been specified in the notices calling the meeting.
10. The Board may whenever they think fit convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by ten percent of the members of the Company, as provided by the relevant section of the Act.

11. Decisions at General Meetings shall be made by passing resolutions.
 - (a) Clauses 3, 5 and 8 of the Memorandum of Association and Clauses 64 and 66 of the Articles of Association and this clause are now hereby declared to be fundamental and shall not be amended or rescinded except by the unanimous decision of all the members of the Company where all the members of the Company have been given twenty-one days notice of the change to be proposed at that meeting.
 - (b) The decisions involving an alteration of any or all of the clauses in the Memorandum and Articles of Association which are not fundamental as specified in the preceding paragraph of this clause and decisions to expel members of the Company, and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is here defined as one passed by a majority of not less than three-quarters of those members of the Company voting in person at a General Meeting.
 - (c) All other decisions shall be made by ordinary resolution requiring a simple majority of those present and voting.

Notices

12. All Annual General Meetings and any Extraordinary General Meeting called to consider a Special Resolution shall be called by at least twenty-one clear days notice. Any other General Meeting shall be called by at least fourteen clear days notice.
13. Notice of every General Meeting shall be given in writing to every member of the company, every Board member and to the Auditors and shall be given personally or sent by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office.
14. Notice of all meetings shall be given exclusive of the day on which

it is effected and shall specify the exact time and place of the meeting. In the case of a proposal to consider a Special Resolution, such resolution shall be specified in the notices calling that meeting and in the case of all other General Meetings the general nature of the business to be raised thereat shall be specified.

15. Where notice is sent by post, the notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted.
16. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

Proceedings at General Meetings

17. Subject to article 18 and as provided in this Article, every member shall have one vote. Votes may only be given personally; proxy voting is not permitted.
18. No person other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of her/his membership, shall be entitled to vote on any question at any General Meeting.
19. No person shall vote on any matter on which s/he has a direct or indirect pecuniary interest, without the permission of the majority of the persons present and voting, such permission to be given or withheld without discussion provided that being a tenant of Council property shall not be counted as such an interest.
20. No business shall be transacted at a General Meeting unless a quorum of members is present. Until otherwise decided by a General Meeting, twenty-five members shall be a quorum, or ten percent of the membership whichever is the lesser, provided that no meeting shall be quorate unless three-quarters or more of members present are Tenant members. NB: *Could this become an optional clause?*

21. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the Board may decide. If within half an hour of the time appointed for an adjourned meeting a quorum is not present, then the meeting shall be dissolved, except that for any purposes deemed by the Chairperson of the meeting to be in urgent need of consideration and decision, the members present shall constitute a quorum for such purposes alone.
22. At any General Meeting where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the members present shall choose one of their number to be chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
23. The Chairperson may with the consent of any 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 the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting, otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
24. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two persons present in person. A secret ballot shall not be demanded on the question of the election of a chairperson for the meeting or on any question of adjournment. The demand for a secret ballot may be withdrawn.
25. Unless a secret ballot is so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried

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or lost and an entry to that effect in the Company's minute book shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions.

26. If a secret ballot is duly demanded it shall be taken in such a manner as the Chairperson directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.
27. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded.
28. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson shall have a second or casting vote.
29. The Company may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.

Board

30. Unless otherwise determined by the Company in General Meeting, the Company shall have a Board comprising not less than seven and not more than sixteen members, including those Co-opted as full Board members (see clause 33). The initial Board of the Company from incorporation until the first Annual General Meeting shall be determined by the Subscribers of the Memorandum of Association.
31. The Board shall always have a majority of [the number inserted here must be a minimum of 3] Tenant members.
32. Board members shall be elected or their election confirmed at the Annual General Meeting. The nomination of candidates for election to the Board and the method of their election shall be in accordance with such rules as the Board may from time to time decide after

consultation with the members. Any member of the Company may nominate, second or vote for any other member of the Company, whether they are Tenant members or Resident members.

33. The Board may act to fill any vacancy in their body, during the intervening period between annual elections, should such a vacancy occur. In addition, the Board may co-opt to serve on the Board up to four persons, whether or not they are members of the Company, who are considered able to make a useful contribution to the activities of the Company. Persons co-opted shall be full board members, with full voting rights.

Optional Additional Clause

The Board may appoint a maximum of three non voting co-optees to sit on the Board. These co-optees should not be tenants or residents, and should be able to offer a particular expertise to the board.

34. (a) At the first Annual General Meeting, four Board members appointed under Article 30 shall retire by agreement. At the second Annual General Meeting, a further four such Board members shall similarly retire.
- (b) Thereafter Board members appointed under Article 30 or 32 shall, subject to Article 38 below, hold office until the third Annual General Meeting following their election.
- (c) Co-opted Board members shall retire at the next Annual General Meeting following their co-option.
- (d) The Tenant majority on the Board (see Article 31) must be assured in the annual election process.
35. On expiration of the period of office for which s/he was appointed, a Board member shall be eligible for re-election or further co-option.
36. A Board member shall declare an interest and shall not vote in respect of any contract in which s/he has a financial or material

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interest, whether direct or indirect, or any matter arising therefrom. For the avoidance of doubt, being a Tenant member shall not be counted as such an interest for the purpose of voting.

37. Board members may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or General Meetings or otherwise in connection with the discharge of their duties.
38. The office of Board member shall be immediately vacated if s/he:
 - (a) resigns her/his office in writing to the Company; or
 - (b) being a member ceases to be a member in accordance with Article 7; or
 - (c) fails to declare her/his interest in any contract as referred to in Article 36; or
 - (d) is absent from three successive meetings of the Board during a continuous period of twelve months without special leave of absence from the Board and they pass a resolution that s/he has by reason of such absence vacated office; or
 - (e) becomes bankrupt or of unsound mind; or
 - (f) is removed from office by resolution of the Company in General Meeting in accordance with Section 303 of the Act; or
 - (g) discloses confidential information concerning tenants or residents of the Area to any person who is not authorised to receive such information and the Board resolves such Board member shall retire immediately.
39. Unless and until otherwise determined by the Company by Special Resolution, either generally or in any particular case, the relevant section of the Act shall not apply, and therefore no person having attained the age of seventy shall be prohibited from holding office of Board member.

Powers and Duties of the Board

40. The business of the Company shall be managed by the Board who

may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting.

41. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed by a minimum of two Board members in such manner as the Board shall from time to time decide.
42. Without prior prejudice to its general powers, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or a security for any debt, liability or obligation of the Company or of any third party.

Proceedings of the Board

43. Members of the Board must meet together for the despatch of business at least six times in each year and may otherwise adjourn and regulate their meetings as they think fit. Questions arising at meetings shall be decided by a majority of votes. In the case of an equality of votes, the chairperson of the meeting shall have a second or casting vote.
44. A Board member may, and the Secretary shall on the requisition of a Board member, summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any of its members for the time being absent from the United Kingdom.
45. The quorum necessary for the transaction of the business of the Board shall be one half of the Board, provided that no meeting shall be quorate unless at least half the Board members present are Tenant members.

46. The Board may act notwithstanding any vacancy in their body, but, if and so long as their number is less than the minimum prescribed in these Articles, the Board may act for the purposes of increasing the number of Board members to that number, or of summoning a General Meeting of the Company, but for no other purpose.
47. The Board shall elect a Tenant member as Chairperson and such other officers as they may from time to time decide.
48. At any Board meeting where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the Board members present shall choose a Tenant member amongst their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
49. The Board shall cause accurate records to be made, in books provided for that purpose, of:
 - (a) the names and addresses of all members;
 - (b) the amount of loan stock and other property held in the Company by members;
 - (c) the name and date of appointment of all persons appointed to office;
 - (d) the names of the Board members, officers, members and other persons present at all General, Board and Sub-Committee meetings of the Company;
 - (e) minutes of all proceedings and resolutions at all General, Board and Sub-Committee meetings of the Company;
 - (f) all applications of the Seal to any document.

All such records and minutes shall be open to inspection during normal working hours by any member of the Company, any Board member of the Company and by any person authorised by the Company in General Meeting.

50. The Board may delegate any of their powers to Sub-Committees consisting of such members of their body and/or the Company as they think fit; and any Sub-Committee so formed shall in the

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exercise of the powers so delegated confirm to any regulations imposed on it by the Board.

51. All acts done by any meeting of the Board or by any person acting as a member of the Board shall, notwithstanding that it was afterwards discovered that there was some defect in the appointment of any such Board member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board member.
52. A resolution in writing, signed by all the Board members who for the time being are entitled to vote, shall be valid and effective as if it had been passed as a meeting of the Board, and may consist of several identical documents each signed by one or more Board members.
53. Board meetings of the Company may be attended by such other persons, whether or not members of the Company, as the Board may, at its discretion, invite. Such invited persons shall have no voting rights and only have speaking rights at the discretion of the Chairperson. The Board may decide that any item on the agenda shall be considered confidential and may exclude all non-Board members from such agenda items.

Secretary

54. The Secretary shall be appointed or removed by the Board.
55. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Board member and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.

The Seal

56. The Seal shall only be used by the authority of the Board and every instrument to which the Seal shall be applied shall be signed by a Board member and shall be countersigned by the Secretary or by a second Board member. Every such application of the Seal shall be minuted.

Accounts

57. The Board shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:
- (a) all sums of money received and expended by the Company and the matters in which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company;
 - (c) the assets and liabilities of the Company.

Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

58. The accounts shall be deemed to be kept at the Registered Office of the Company or, subject to the relevant section of the Act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of all members, Board members and officers and by other persons authorised by the Company in General Meeting.

The Board shall from time to time, in accordance with the relevant sections of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and any reports referred to in those sections.

59. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with a copy of the Auditor's report and Board's report shall not less than twenty-one days before the date of

the meeting, subject nevertheless to the provisions of the relevant sections of the Act, be sent to every member of and every holder of debentures of the Company; provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures. The Auditor's report shall be open to inspection and shall be read before the meeting.

Audit

60. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
61. Auditors shall be appointed and their duties regulated in accordance with the relevant sections of the Act.

Social Audit

62. A social audit of the Company's activities may, by resolution of the Company in General meeting, be undertaken annually in addition to the financial audit required by law. The role of such a social audit would be to attempt to identify the social costs and benefits of the company's work, and to enable an assessment to be made of the Company's overall performance in relation to its objects more easily than may be made from financial accounts alone.
63. Such a social audit may be drawn up by an independent assessor appointed by the Company in General Meeting, or by the Board who may submit their report for verification or comments to an independent assessor. A social audit may include an assessment of the internal management of the Company, democracy and decision-making, health and safety, skill sharing and education opportunities, or other matters concerning members' welfare; and an assessment of the Company's activities externally, including its

effects on people engaged in the same or similar activities, on users, customers and suppliers, and on persons residing in areas where the Company is located.

Application of Profits

64. Clause 5 of the Memorandum of Association relating to the not-for-profit nature of the Company shall have effect as if the provisions thereof were repeated in these Articles. The surplus of the Company shall be applied solely to creating a general reserve for the continuation and development of the Company.

Indemnity

65. Every member, Board member, Secretary, Auditor and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any losses or liabilities incurred by him/her in or about the execution or discharge of the duties of his/her office subject to the provisions of the relevant section of the Act, except to the extent that such losses or liabilities shall be attributable to:
- (a) fraud or other matters in respect of which the member concerned shall be convicted of a criminal offence; or
 - (b) negligence; or
 - (c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of the person in question.

Dissolution

66. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

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Dated this day of 20.....

WITNESS TO THE ABOVE SIGNATURES:

Name Address
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