

The Companies Act 1985

Company Limited by Guarantee

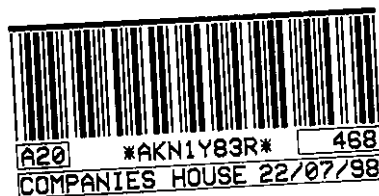
and Not Having a Share Capital

**TEES VALLEY TEC LIMITED**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

Incorporated the 23rd day of June 1989.

Company Number : 2398025



**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE**  
**\*MEMORANDUM OF ASSOCIATION**  
**OF**  
**TEES VALLEY TEC LIMITED**

1. The name of the company (hereinafter called "the Company") is "Tees Valley TEC Limited"
2. The registered office of the Company will be situate in England and Wales.
3. (1) The Company is established to promote and provide vocational education and training and retraining of the public and employment action schemes and programmes, to improve the skills of the workforce and to promote the development of industry, commerce and enterprise of all forms for the benefit of the community in and around Teesside and in furtherance of these objects and for these purposes (but without prejudice to the generality of the foregoing) to:-
  - (a) examine the local labour market and assess key skill needs, prospects for increasing local employment and the adequacy of existing training opportunities;
  - (b) devise, implement and monitor local training and work experience programmes for young people, unemployed people and adults requiring new knowledge skills and technical training;
  - (c) develop secure and provide training, advisory consultative and other support services and advice to and for local businesses.

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\* incorporating changes of name and amendments made by Special Resolutions passed on 12th December 1989, 10th December 1991, 14th April 1992 and 23rd March 1998

- (d) promote the development of existing businesses and the establishment of new businesses.

And it is hereby declared that the objects of the Company as specified above shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraph of this Clause or the order in which the same occur or the name of the Company.

- (2) In the furtherance of the said objects but not further or otherwise the Company shall have the following powers :-

- (a) to purchase, lease, hire or otherwise acquire, and also (subject to such consents (if any) as may for the time being be imposed or required by law) sell, mortgage, lease, grant licences, easements and other rights over, exchange or otherwise deal with or dispose of any real or personal property (including any estate or interest therein) for the purposes of the Company;
- (b) to rent, build, construct, endow, furnish, equip, execute, carry out, improve, work, alter, administer, maintain, manage, insure or control buildings and premises for industrial and commercial use and to contribute to or assist in any of the aforesaid activities with a view to the promotion or carrying out of the objects of the Company ;
- (c) to borrow and raise money upon banking account or otherwise and to secure or discharge any debt or obligation of or binding upon the Company by the issue of or upon bonds, debentures, bills of exchange, promissory notes, mortgages, charges or such other obligations or securities as the Company may think fit subject nevertheless to such

conditions (if any) and such consents (if any) as may for the time being be imposed or required by law:

- (d) to acquire (whether beneficially or as trustee) by gift, devise, bequest, purchase, lease, hire or otherwise any real or personal property in the United Kingdom (including any estate or interest therein and any rights or privileges necessary or desirable for any of the purposes of the Company) and whether or not any of the same shall be subject to any liability and to retain any property so acquired or acquired otherwise in the state in which it may be at the time of such acquisition or (subject to such consents (if any) as may for the time being be imposed or required by law) to sell, lease, call in, convert into money, dispose of or otherwise deal with all or any part of the same in such manner as shall further the objects of the Company;
- (e) either with or without security, to give financial assistance by way of loans, donations or subscriptions or otherwise to any individual firm or company for the purpose of furthering the objects of the Company;
- (f) to compile, print, publish or otherwise disseminate or procure the compilation, printing, publication or other dissemination gratuitously or otherwise of any reports, journals, periodicals, books, newspapers, pamphlets, leaflets or other forms of literature or documents and to broadcast, televise or to make and issue or otherwise show films and video tapes or to procure the broadcasting, televising or the making, issuing and showing of films and video tapes in furtherance of the objects of the Company;

- (g) to establish, undertake and execute any trusts which may lawfully be undertaken by the Company and are directly ancillary to its objects;
- (h) to establish, finance and manage in the United Kingdom any body, association or organisation (whether incorporated or unincorporated) to carry out the objects herein set out;
- (i) to take all such steps as shall from time to time be necessary for the purpose of promoting the objects of the Company and for procuring contributions by way of donations, subscriptions, devises, bequests and in any other manner from time to time permitted by law;
- (j) generally to obtain, collect and receive money and raise funds and to invite and receive contributions from any persons or organisations (whether incorporated or unincorporated and including Government departments and Local Authorities) by way of subscription, donation (including deeds of covenant) and otherwise;
- (k) to establish, promote or encourage the formation of or to affiliate, amalgamate, support, combine or co-operate and exchange information with any other firm or company, and to liaise, communicate, co-operate or co-ordinate with any public body, local or governmental authority, professional body, company, committee or other organisation in all or in any parts of the world in furtherance of the objects of the Company;
- (l) to subscribe, underwrite, purchase, or otherwise acquire and to hold dispose of, and deal with, any shares or other securities or investments of any nature whatsoever and any options or rights in respect thereof or interests therein;

- (m) subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law, to transfer any property whether real or personal to any individual, firm or company whether for some specific object or purpose or for a general object or purpose;
- (n) generally to aid and to receive aid from any individual, firm or company in furtherance of the objects or any of the objects of the Company;
- (o) to guarantee or give indemnities or provide security (whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) of the Company) for any borrowing by or the performance of the contracts or obligations of any individual, firm or company;
- (p) to employ, hire, or otherwise obtain and to pay reasonable and proper remuneration to the officers, employees and professional advisers of the Company and any other person or persons for the objects of the Company or any of them;
- (q) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
- (r) to draw, make, accept, endorse, discount, negotiate, execute and issue, and to buy, sell and deal with bills of exchange, promissory notes, warranties, debentures and other negotiable or transferable instruments or securities and to operate bank accounts;
- (s) to invest the moneys of the Company not immediately required for its purposes in or upon any investments, securities or property as may be

thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

- (t) to do all such other things as may be considered to be incidental or conducive to any of the above objects.

4. The income and profits of the Company, however derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion of these shall be paid or transferred directly or indirectly by way of dividend, bonus or other distribution to the members of the Company.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges, and expenses of winding-up the same, and for the adjustment of the right of the contributories among themselves, such amount as may be required, not exceeding £1.
7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other association, body or bodies (whether corporate or not) or trust having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such association, body or bodies (whether corporate or not) or trust to be determined by

the Secretary of State at or before the time of winding up or dissolution of the Company



We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Name, addresses and descriptions of subscribers

Michael Daniel Ward  
British Steel Plc (Signed)  
Steel House  
Redcar  
Cleveland  
TS10 5QW

Alexander Beveridge Anderson  
ICI Chemical & Polymers Limited, (Signed)  
Wilton Works,  
P.O.Box 54  
Middlesbrough  
Cleveland  
TS5 8JA

DATED the 14th June 1989

WITNESS to the above signatures :-

(Signed)  
David Trevor Wright  
Permanent House  
91 Albert Road  
Middlesbrough  
Cleveland  
TS1 2PA

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE**  
**\*ARTICLES OF ASSOCIATION**  
**OF**  
**TEES VALLEY TEC LIMITED**

**PRELIMINARY**

1. The regulations in Table C in The Companies (Tables A to F) Regulations 1985 shall not apply to the Company.

**INTERPRETATION**

2. In these Articles :-

“the Act” means the Companies Act 1985.

“the Acts” means the Act and every other Act for the time being in force concerning companies and affecting the Company.

“the Company” means the above named company.

“the Seal” means the Common Seal of the Company.

“the Secretary” means any person appointed to perform the duties of the secretary of the Company.

“the Directors” means the Board of Directors of the Company

“Director” means a member of the Board of Directors of the Company or a director as referred to in the Act.

“the Office” means the registered office of the Company.

“the Auditors” means the Auditors for the time being of the Company.

“these presents” means these Articles of Association and the regulations of the Company from time to time in force.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender shall include the feminine gender.

References to any statute shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.

Subject as aforesaid, any words or expressions defined in the Acts shall (if not inconsistent with the subject or context) bear the same meanings in these presents.

### **MEMBERS AND MEMBERSHIP**

3. The Company is established for the purposes expressed in the Memorandum of Association. There is no upper limit on the number of members. Only individuals may be members.
4. The subscribers to the Memorandum of Association and such individuals as the Directors shall invite to apply for and then admit to membership shall be members of the Company. The rights of a member shall not be transferable and shall cease on death.
5. (A) Every member of the Company other than the subscribers to the Memorandum of Association of the Company shall either sign a written application or consent to become a member or sign the Register of Members on becoming a member.  
(B) It shall be lawful for any person being a member of the Company to guarantee any larger sum than £1 by executing a bond or subscription contract with the

Company to that effect.

6. The Secretary shall keep an accurate Register of the Member's of the Company.
7. Any member may withdraw from the Company by giving three months' notice in writing to the secretary of his intention so to do but any person ceasing by any means to be a member shall remain liable for and shall pay to the Company all moneys due from him to the Company at the time of his ceasing to be a member or for which he may become liable under the provisions of the Memorandum of Association.
8. The sole right of admission to membership shall be vested in the Directors who may without showing cause refuse to admit any person as a member of the Company but nothing herein contained shall entitle the Directors to discriminate in any way between applicants by reason of race, colour, creed and sex.
9. The Directors may also without showing cause by a resolution passed by a majority consisting of not less than two-thirds of the Directors present at a Meeting of the Directors of and at which the member in question has been given reasonable notice and a reasonable opportunity of being heard in his own defence convened solely or inter alia for the purpose of considering such resolution refuse to continue any person as a member of the Company and if such resolution shall be so passed then such person shall cease to be a member and his name shall be removed from the Register of Members; provided that he shall remain liable for and shall pay to the Company all moneys due from him to the Company at the time of his ceasing to be a member or for which he may become liable under the provisions of the Memorandum of Association.

#### **GENERAL MEETINGS**

10. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in

the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

11. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
12. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on requisition in accordance with the Acts. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

#### **NOTICE OF GENERAL MEETINGS**

13. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business, and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the

Company entitled to receive such notices from the Company.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed :-

- (A) in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat;
- (B) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the members.

14. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

15. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the Accounts, Balance Sheets, and the Report of the Directors and Auditors, the Election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.
16. No business shall be transacted at any General Meeting unless a quorum of members is present at any time when the meeting proceeds to business; save as herein otherwise provided 2 members or one-tenth of the membership of the Company if greater present in person or by proxy shall be a quorum.
17. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved; in any other

case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Director may determine, and if at the adjourned meeting a quorum is not present within half-an-hour from the time appointed for the meeting the members present shall be a quorum.

18. The Chairman, if any, of the Directors or in his absence the Vice-Chairman shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman or Vice-Chairman or if he shall not be present within fifteen minutes after the time appointed for holding the meeting or its unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.
19. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for the holding of the meeting, the members present shall choose one of their number to be Chairman of the meeting.
20. The Chairman 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
21. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(A) by the Chairman; or

- (B) by at least three members present in person or by proxy; or
- (C) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting

Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the Minutes of Proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn

- 22. Except as provided in Article 24, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 23. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 24. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 25. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.



26. Any matter or thing which may under these presents be dealt with by Ordinary Resolution and is not required by law to be dealt with in general meeting may, if the Directors so resolve, be determined by a postal ballot to be conducted in such manner as the Directors may think fit and any resolution declared by the Directors to have been carried by a majority of the members voting on such ballot shall have effect in all respects as if it were an Ordinary Resolution duly passed at a meeting of the Company duly convened and held

### **VOTES OF MEMBERS**

27. 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.
28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to its tendered, and every vote not disallowed shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
29. The instrument appointing a proxy shall be in writing under the hands of the appointor or of his attorney duly authorised in writing. A proxy need not be a member of the Company.
30. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the

instrument of proxy shall not be treated as valid.

31. An instrument appointing a proxy shall be in such form as the Directors may from time to time specify.
32. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
33. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### **THE OFFICE OF CHIEF EXECUTIVE OF THE COMPANY**

34. The Directors may from time to time appoint a Chief Executive of the Company for such period and on such terms as it thinks fit and may pay the Chief Executive such reasonable remuneration as the Directors shall think fit and make such reasonable provision for and grant such pension to the Chief Executive after his retirement as the Directors shall also think fit. The Directors shall also have power to provide for the powers, rights and duties of the Chief Executive. The Chief Executive (save as provided below) shall be entitled to receive notice of and to attend and speak at General Meetings and at meetings of the Directors, but he shall not by virtue only of having been admitted to the office of Chief Executive be a member or Director of the Company.

#### **DIRECTORS**

- \*35. The number of Directors shall be not less than nine and not more than eighteen; provided that if a Director holds the office of Managing Director or Chief Executive of the

Company the number of Directors shall not be more than nineteen.

36. The Directors shall be able to claim all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee or sub-committee of the Directors or General Meetings of the Company or in connection with the business of the Company.
37. No person other than a member may be appointed a Director. Directors may not appoint alternate directors.

### **BORROWING POWERS**

38. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertakings and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

### **POWERS AND DUTIES OF DIRECTORS**

39. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Acts or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

### **DISQUALIFICATION OF DIRECTORS**

40. The office of Director shall be vacated if the Director:-
- (A) without the consent of the Company in General Meeting holds any other office

- of profit under the Company; or
- (B) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (C) becomes prohibited from being a Director by reason of any order made under the Acts; or
  - (D) becomes of unsound mind; or
  - (E) ceases to be a member or employee of the Company; or
  - (F) resigns his office by notice in writing to the Company;
- or
- (G) ceases to be a Director by virtue of any provisions of the Acts; or
  - (H) shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

41. At the first Annual General Meeting of the Company, all Directors shall retire from office and at the Annual General Meeting in every subsequent year one-third of the Directors for the time being, or, if their number is not a multiple of three, then the number nearest one-third shall be subject to retirement by rotation. The Directors to retire by rotation in each year shall be those who have been longest in office since their last appointment or re-appointment (but excluding for these purposes any Director appointed pursuant to Article 44) but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.
42. The Company at the meeting at which the Directors retire in manner aforesaid may fill

the offices vacated by electing any persons thereto, and in default, such retiring directors shall, if offering themselves for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.

43. No person other than a Director retiring at the meeting shall unless recommended by the Directors be eligible for election to the office of Director at any General Meeting unless, not less than fourteen or more than twenty-one days before the date appointed for the meeting there shall have been left at the Office of the Company, notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person to be proposed of his willingness to be elected.
44. The Directors shall have power, at any time and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these presents.
45. Any Director appointed to fill a casual vacancy or as an addition to the existing Directors shall hold office only until the next following Annual General Meeting and shall be eligible for re-election at such Meeting.
46. The Company may in accordance with and subject to the provisions of the Acts by Ordinary Resolution of which special notice has been given remove any Director before the expiration of his period of office (notwithstanding anything in these presents or in any agreement between the Company and such Director) and appoint another person in place of a Director so removed from office.
47. Subject to the provisions of the Act, and provided that he has disclosed to the Directors

the nature and extent of any material interest of his, a Director notwithstanding his office:-

- (A) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (B) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (C) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

48. For the purposes of Article 47 :-

- (a) a general notice given to the Directors that a Director is to be regarded as being an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

### **PROCEEDINGS OF DIRECTORS**

49. The Directors shall meet together for the despatch of business at least once every three months but may otherwise meet, adjourn and regulate their meetings as they think fit.

Questions arising at any meeting shall be decided by a majority of votes. In the case of

an equality of votes the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

50. Save as herein otherwise provided the quorum necessary for the transaction of the business of the Directors shall be such number as equals one third of the total number of Directors from time to time.
51. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these presents as the necessary quorum of Directors, the continuing Directors or Director 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.
52. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
53. The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to a Managing Director of the Company such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying. All acts and proceedings of each such sub-

committee should be reported back to the Directors as soon as possible.

54. The meetings and proceedings of any such committee or sub-committee as is referred to in the preceding Article shall be governed by the provisions of these presents 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.
55. The Directors shall cause minutes to be made in books provided for the purpose :-
- (A) of all appointments of officers made by the Directors;
  - (B) of the names of the Directors present at each meeting of the Directors and of any committee or sub-committee of the Directors;
  - (C) of all resolutions and proceedings at all meetings of the Company and of the Directors, and of committees and sub-committees of the Directors.
56. All acts bona fide done by any meeting of the Directors or of a committee or sub-committee of the Directors, or by any person acting as a Director or as a member of a committee or sub-committee, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or person acting as aforesaid, 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 Director or member of a committee or sub-committee.
57. A resolution in writing, signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
58. Save as otherwise provided by these presents, a Director shall not vote, and if he does so vote his vote shall not be counted, at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly,



an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs :-

- (A) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
- (B) the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (C) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

For the purposes of this Article, an interest of a person who is for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a Director shall be treated as an interest of the Director.

- 59. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 60. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these presents prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.
- 61. Where proposals are under consideration concerning the appointment of two or more

Directors to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

62. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

### **SECRETARY**

63. Subject to the provisions of the Acts the Secretary shall be appointed by the Directors for such time, at such reasonable and proper remuneration and upon such conditions consistent with Clause 4 of the Memorandum of Association of the Company as they may think fit, and any Secretary so appointed may be removed by them. The Secretary shall be an individual and not a body corporate. The Directors may from time to time by resolution appoint an assistant or deputy Secretary, who shall be an individual and not a body corporate, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.
64. A provision of the Acts or these presents requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

### **THE SEAL**

65. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee or sub-committee of the Directors

authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

## ACCOUNTS

66. The Director shall cause proper accounting records to be kept in accordance with the Acts.
67. The accounting records shall be kept at the Office or subject to the provisions of the Acts at such other place or places as the Directors shall think fit, and shall always be open to the inspection of the Directors.
68. The Directors shall from time to time determine whether and to what extent and to what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting or ordered by a court or competent jurisdiction.
69. A proper income and expenditure account shall be made up in respect of each financial year of the Company in accordance with the Acts together with a proper balance sheet made up as at the date to which the said account is made up. The said account and the said balance sheet shall be accompanied by proper reports of the Directors and of the Auditors and by any other documents required by law to be annexed or attached thereto ("the Accounts"). The Accounts shall from time to time be laid before the Company in General Meeting in accordance with the Acts and shall not less than twenty-one clear days before the date of the meeting be sent to the Auditors and to all other persons

entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.

### **NOTICES**

70. A notice may be given by the Company to any member either personally or by sending it by post to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the same is posted.
71. Notice of every General Meeting shall be given in any manner hereinbefore authorised to every member and to the Auditors for the time being of the Company.
72. If a member has no registered address for the giving of notice to him, he shall not be entitled to receive any notice from the Company.

### **INDEMNITY**

73. Subject to the provisions of the Acts and so far as may be permitted by law every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission which relief is granted to him by the Court

## **WINDING-UP**

74. The provisions of Clause 7 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 these presents.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of these Articles of Association.

Names, addresses and descriptions of subscribers

Michael Daniel Ward  
British Steel Plc  
Steel House (Signed)  
Redcar  
Cleveland  
TS10 5QW

Alexander Beveridge Anderson  
ICI Chemical & Polymers Limited (Signed)  
Wilton Works  
P.O. Box 54,  
Middlesbrough  
Cleveland  
TS5 8JA

DATED the 14th June 1989

WITNESS to the above Signatures :-

(Signed)  
David Trevor Wright  
Permanent House  
91 Albert Road,  
Middlesbrough  
Cleveland  
TS1 2PA