

**THE COMPANIES ACTS 1985 TO 1989**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**EAST KENT SPATIAL DEVELOPMENT COMPANY**  
**Company Number: 04410176**

1. The Company's name is East Kent Spatial Development Company (hereinafter referred to as the “**Company**”).
2. The registered office of the Company is to be situated in England and Wales.
3. The objects of the Company are:
  - 3.1 to promote the economic development and regeneration of the Target Area (as defined in Clause 3.2 below), with a view to promoting the economic and environmental wellbeing of the Target Area, such activities to include, without limitation:
    - (a) primarily undertaking or procuring the provision of infrastructure works and wider regeneration activities; and
    - (b) subject thereto, promoting, providing and procuring the provision of economic development activities and promoting, providing and procuring the provision of other appropriate support activities, including without limitation, advice and training, in each case within or for the benefit of the Target Area.
  - 3.2 The Target Area shall be east Kent, being the administrative districts of Thanet District Council, Dover District Council, Shepway District Council and Canterbury City Council.
  - 3.3 With a view to facilitating the activities referred to in Clause 3.1 or in the interest of the Company and in furtherance of such activities:
    - (a) to undertake negotiation with Government, Government Agencies, the European Union, the business community and other organisations as appropriate in the interests of the Target Area and its community;
    - (b) to make grants, payments and/or loans to organisations undertaking infrastructure regeneration works or wider regeneration activities for the benefit of the Target Area and to agree the terms of any repayment of such grants, payments or loans;
    - (c) to apply for, promote, and obtain any Act of Parliament, order or licence of any relevant Government department or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the constitution of the Company, or for any other purpose which may seem calculated

directly or indirectly to promote the interests of the Company and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company;

- (d) to provide or arrange for the provision of employment training courses, seminars, workshops, conferences and other similar events, as appropriate directed towards employment opportunities arising or likely to arise in the Target Area;
- (e) to purchase, take on lease or on hire or otherwise acquire, hold, develop, sell, hire out, grant leases or licences or otherwise dispose of or deal with real and personal property of all and any kinds and any interest, right or privilege therein, for such consideration and on such terms as may be considered expedient;
- (f) to purchase, subscribe for or otherwise acquire, and hold and deal with, any shares, stocks, debentures, bonds or securities of any other company;
- (g) to sell or otherwise dispose of the whole or any part of the assets of the Company, either together or in portions for such consideration and on such terms as may be considered expedient;
- (h) to purchase or otherwise acquire and undertake, and to supervise and manage, all or any part of the business, property, assets and liabilities of any person or company;
- (i) to invest and deal with the moneys of the Company not immediately required for the purpose of its business in or on such investments or securities and in such manner as may be considered expedient, and to dispose of or vary any such investments or securities;
- (j) to enter into any partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or proposing to carry on any business;
- (k) to lend or advance money or give credit to such persons or companies and on such terms as may be considered expedient, and to receive money on deposit or loan from any person or company;
- (l) to borrow or raise money on such terms and on such security as may be considered expedient and, in particular, but without limiting the generality of the foregoing, by the issue or deposit of debentures, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company both present and future;
- (m) to apply for any grant, payment and/or loan from Government, Government Agencies, the European Union, the business community and other organisations as appropriate in furtherance of the objects of the Company;
- (n) to give indemnity for, or to guarantee, support or secure the performance of all or any of the obligations of any person or company whether by personal covenant or by mortgage, charge or lien on the whole or any part of the undertaking, property and assets of the Company both present and future, or by all or any of such methods;
- (o) to pay for any property, assets or rights acquired by the Company, and to discharge or satisfy any debt, obligation or liability of the Company either in cash or by any

other securities which the Company has power to issue, or partly in one way and partly in another, and generally on such terms as may be considered expedient;

- (p) to accept payment for any property, assets or rights disposed or dealt with or for any services rendered by the Company, or in discharge or satisfaction of any debt, obligation or liability to the Company, either in cash or in any other securities, or partly in one way and partly in another, and generally on such terms as may be considered expedient;
- (q) to form, promote, finance or assist any other company, whether for the purpose of acquiring all or any of the undertaking, property and assets of the Company or for any other purpose which may be considered expedient;
- (r) to apply for, purchase or otherwise acquire and hold, use, develop, sell, licence or otherwise dispose of or deal with patents, copyrights, designs, trade marks, secret processes, know-how and inventions and any interest therein;
- (s) to draw, make, accept, endorse, negotiate, discount, execute, and issue promissory notes, bills of exchange, scrip warrants and other transferable or negotiable instruments;
- (t) to establish and maintain or procure the establishment and maintenance of, any pension, superannuation funds or retirement benefits schemes (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances, emoluments and any other relevant benefits to any persons who are or were at any time in the employment or service of the Company or who may be or have been officers of the Company and to any member of such person's or such officer's family, and to make payments for or towards the insurance of any such persons or officers and without prejudice to the generality of the foregoing to act either alone or jointly as trustee or administrator for the furtherance of any of the aforesaid purposes;
- (u) to subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object, and to undertake and execute any trusts the undertaking whereof may be considered expedient, and either gratuitously or otherwise;
- (v) to insure the directors of the Company (the **"Directors"** and each a **"Director"**) against the costs of a successful defence to a criminal prosecution brought against them as directors of the Company or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- (w) to remunerate any person or company rendering service to the Company in any manner and to pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company and of any other company formed, promoted, financed or assisted by the Company, or which the Company shall consider to be in the nature of preliminary expenses in relation to the Company or any such other company, including the cost of advertising, commissions for underwriting, brokerage, printing and stationery, and the legal and other expenses of the promoters;

- (x) to carry on any activity which, in the opinion of the Directors may seem capable of being conveniently carried on in connection with or as ancillary to any of the above activities or calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects and to do all other things as may be incidental or conducive to the attainment of any of the objects of the Company;
  - (y) to do all or any of the above things in any part of the world, either alone or in conjunction with others, and either as principals, agents, contractors, trustees or otherwise and either by or through agents, contractors, trustees or otherwise.
4. The income and property of the Company, whencesoever 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 thereof shall be paid or transferred directly or indirectly, by way of bonus or otherwise howsoever by way of profit to the members of the Company (the **“Members”** and each a **“Member”**), and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money’s worth from the Company.

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

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company (not being a Director) for any services rendered to the Company;
  - (b) of interest on money lent by any Member or a Director at a rate per annum not exceeding 2 per cent less than the base lending rate for the time being prescribed by National Westminster Bank plc, or 3 per cent, whichever is the greater;
  - (c) of reasonable and proper rent for premises demised or let by any Member or a Director;
  - (d) of fees, remuneration or other benefit in money or money’s worth to a company of which a Director may be a member holding not more than 1/100<sup>th</sup> part of the voting rights or capital of that company;
  - (e) to any Director of out of pocket expenses;
  - (f) of the costs of maintaining insurance referred to Clause 3.3(u) in respect of any liabilities properly incurred by any Director in performing his duties for the Company (including the costs of a successful defence to criminal proceedings);
  - (g) of any amount required to be reimbursed to the provider of any grant to the Company by way of clawback.
5. The liability of Members is limited.
6. 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 he or she is a Member or within one year after he or she ceases to be a Member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Member, and of the costs charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

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, but shall be given or transferred to some other institution or institutions having objects the same as or 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 institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given this last provision, then to some other body the objects of which are the promotion of charity and anything incidental or conducive thereto.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

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**Names and Addresses of Subscribers**

Dover District Council .....  
[Address]

WITNESS to the above signature:

Kent County Council .....  
[Address]

WITNESS to the above signature:

Thanet District Council .....  
[Address]

WITNESS to the above signature:

South East England Development Agency .....  
[Address]

WITNESS to the above signature:

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Dated this            day of            2001