

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF
HASTINGS AND BEXHILL RENAISSANCE LIMITED

1. The Company's name is Hastings and Bexhill Renaissance Limited (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:
 - A to promote, assist, encourage, plan, commission, finance, implement, manage and/or oversee (either directly or indirectly) infrastructure, construction, reclamation, refurbishment, remediation, redevelopment or other projects ("**Projects**") the primary purpose of which is to improve the social, physical and economic environment of the area in and around Hastings in East Sussex (including St Leonards, Bexhill, Rye, Rye Harbour, Rye Harbour Road and the areas in the immediate vicinity of such places) (the "**Region**");
 - B to provide (and/or procure the provision of) services relevant to or in support of Projects in the Region including the provision of serviced accommodation and/or offices, the provision of training and promotion of learning skills; and
 - C to implement the strategy and proposal approved by and recommended to the Company by the Hastings & Bexhill Taskforce Steering Group (as defined in the Company's articles of association), including the implementation of any Business Plan (as defined in the Company's articles of association) approved and recommended by the Hastings & Bexhill Taskforce Steering Group.
4. With a view to facilitating the activities referred to in clause 3 and in furtherance of such activities:
 - (a) to undertake negotiations with (and enter into economic and/or regeneration partnerships with) government, local government, government agencies, regional development agencies, the European Union, local strategic partnerships, registered social landlords, housing corporations, banks and financial institutions, the business community and other organisations as appropriate in the interests of the Region 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 Region 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 Region;
- (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 surplus funds or to amalgamate with any person or company carrying on or proposing to carry on any business;
- (k) subject to any applicable law, 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 make any grants or awards to any third parties for the purpose of carrying on the objectives of the Company;
- (m) 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;

- (n) 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;
- (o) subject to any applicable law, 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;
- (p) 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;
- (q) 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;
- (r) to form, promote, finance or assist any other company (including any joint venture companies), whether for the purpose of acquiring all or any of the undertaking, property and assets of the Company or for any other purpose connected with the objects of the Company or which may be considered expedient;
- (s) to issue, place, underwrite or guarantee the subscription of, or concur in the issuing or placing, underwriting or guaranteeing the subscription of shares, stocks, debentures, bonds and other securities of any company on such terms as to remuneration and otherwise as may be considered expedient;
- (t) 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;
- (u) to draw, make, accept, endorse, negotiate, discount, execute, and issue promissory notes, bills of exchange, scrip warrants and other transferable or negotiable instruments;
- (v) 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;

- (w) to the extent permitted by law, to give financial assistance for the purpose of the acquisition of shares of the Company or for the purpose of reducing or discharging a liability incurred for the purpose of such an acquisition and to give such assistance by means of a gift, loan, guarantee, indemnity, the provision of security or otherwise;
- (x) 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;
- (y) to enter into any arrangement with any government or other authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions, privileges, licences and permits, and to promote any legislation, as may be considered expedient;
- (z) to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law;
- (aa) to employ staff, hire consultants, accept secondees from third parties and to second staff to third parties;
- (bb) to insure the directors of the Company (including any alternate directors) (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;
- (cc) 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;
- (dd) to enter into any rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, or any other similar transaction whatsoever including, without limitation, any option in respect of any of these transactions or any combination of these transactions or such other derivatives transaction as may be considered conducive to the business of the Company;

(ee) to do all other things as may be incidental or conducive to the attainment of any of the objects of the Company;

(ff) to do all or any of the above things, 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.

In this clause:

where they appear in this clause, the expressions “**subsidiary**” and “**holding company**” shall have the meanings in section 736 Companies Act 1985 and the expression “**associated company**”, or cognate expression, shall have the meaning in section 435(6) Insolvency Act 1986;

where the context so admits, the word “**company**” in this clause shall be deemed to include any partnership or other body of persons whether or not incorporated and, if incorporated, whether or not a company within the meaning of the Companies Act 1985; and

powers specified in each of the sub-clauses of this clause shall be regarded as independent powers and accordingly shall in no way be limited or restricted (except where otherwise expressed) by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each defined the objects of a separate and distinct company

5. The liability of the members is limited.
6. The income and property 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 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, 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, other than its chief executive) for any services rendered to the Company;
 - (b) of interest on money lent by any member or a director at an agreed or a commercial rate;
 - (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 1/100th 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 4(bb) in respect of any liabilities properly incurred by any director or officer 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 claw back.
- 7. 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.
- 8. 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 3 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 subscriber to this memorandum of association, wish to form a company pursuant to this memorandum.

Names and Addresses of subscriber member

South East England Development Agency
SEEDA Headquarters
Cross Lanes
Guildford
GU1 1YA

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WITNESS to the above signature:

Signature:

Name:

Address:

Dated this day of 2004