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**The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.**

**Companies House would like to apologise for any inconvenience this may cause**



No. 2834414

COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

CYTEC UK HOLDINGS LIMITED

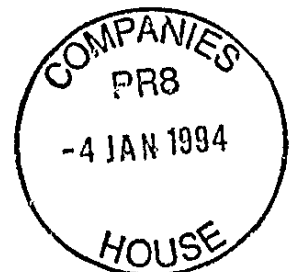
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Incorporated the 8 July 1993

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Memorandum amended and new Articles  
adopted on 17 December 1993

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Simpson Curtis

SOLICITORS

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COMPANIES ACTS 1935 to 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

CYTEC UK HOLDINGS LIMITED

(as amended on 17 December 1993)



1 THE name of the Company is CYTEC UK HOLDINGS LIMITED<sup>1</sup>.

2 THE Registered Office of the Company will be situate in England and Wales.

3 THE objects for which the Company is established are:-

- 3.1 To carry on business as a general commercial company.
- 3.2 To acquire and hold any kind of interest in, or provide any form of capital for, any enterprise, concern or person, to carry on business as a holding and investment company, and generally and in addition to carry out, or through subsidiaries or otherwise be interested or participate in all kinds of technological, industrial, chemical, financial, commercial, transport and other transactions and activities<sup>2</sup>.
- 3.3 To carry on any other business which may seem to the Company capable of being conveniently carried on in the best interest thereof, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- 3.4 To rent, purchase or by other means acquire any freehold, leasehold or other real property for any

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1 The name of the Company was changed from Simco 548 Limited to Cytec UK Holdings Limited with effect from 9 September 1993

2 Pursuant to a Written Resolution dated 17 December 1993 the present clause 3 was substituted for the previous clause 3

estate or interest whatever, and any rights, licences, privileges, or easements over or in respect of any such property, and to develop and turn to account and deal with the same in such manner as may be thought expedient.

- 3.5 To purchase or otherwise acquire for any estate or interest any property, assets or rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
- 3.6 To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works and machinery necessary for the Company's business.
- 3.7 To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- 3.8 To apply for, exercise, use, register, turn to account, purchase, acquire, sell, let, grant or otherwise deal with or use any letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights, privileges, or monopolies or any interest in the same.
- 3.9 To manufacture and deal in all kinds of articles and things required for the purposes of or commonly dealt in by persons engaged in any such business as aforesaid or in connection with any such letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights or privileges as aforesaid.
- 3.10 To subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any other purpose which may be considered likely, directly or indirectly, to further the objects of the Company or the interests of its members.
- 3.11 To invest any moneys of the Company not for the time being required for the general purposes of the Company in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments.
- 3.12 To borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing), the giving of collateral security for any guarantee by the Company or for any obligation of the Company's holding company (if any) or any subsidiary of the

Company or of such holding company or any company otherwise associated with the Company in business, to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

- 3.13 To lend and advance money or give credit to any person, firm or company and, whether or not the Company receives any consideration or advantage from doing so, to guarantee or give indemnities for (or by both such means) the payment of moneys secured by or payable under or in respect of or the performance of shares, debentures, debenture stock, bonds, mortgages, charges, securities, obligations and contracts of any company, whether British, Commonwealth or foreign, or of any authority, supreme, municipal, local or otherwise, or of any person whomsoever whether corporate or unincorporate including in particular (but without prejudice to the generality of the foregoing) the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business.
- 3.14 To amalgamate or enter into partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm or company carrying on or proposing to carry on any business or operation within the objects of the Company, and to assist any such person, firm or company
- 3.15 To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable transferable or mercantile instruments, or to purchase or guarantee the same.
- 3.16 To apply for, promote, and obtain any Act of Parliament, or other licence, permission or authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them.
- 3.17 To subscribe for, underwrite, purchase, or otherwise acquire and hold, dispose of, and deal in shares, stocks

and securities of any company having objects similar to those of the Company, or carrying on any business capable of being conducted so as to benefit the Company directly or indirectly.

- 3.18 To act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- 3.19 To remunerate any person, firm or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part, or otherwise; to grant pensions or gratuities to and establish any contributory or non-contributory pension or superannuation fund for the benefit of any present or former directors, officers or employees of the Company or the Company's holding company (if any), the predecessors in business of, or any subsidiary or associated company of, or business acquired by, the Company or such holding company, or the relations, connections or dependants of any such persons; and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons.
- 3.20 To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same; and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of the Company.
- 3.21 To procure the registration of the Company in or under the laws of any place outside England.
- 3.22 To promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the objects of the Company or the interests of its members.
- 3.23 To insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest.
- 3.24 To sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or

property of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other company.

3.25 To distribute among the members of the Company in specie any property of the Company.

3.26 To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others; and to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this Clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

4 THE liability of the members is limited.

5 THE share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each<sup>3</sup>.

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<sup>3</sup> The share capital of the Company was increased by Written Resolution dated 17 December 1993 to £20,000,000 consisting of 20,000,000 Ordinary Shares of £1 each.

COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

CYTEC UK HOLDINGS LIMITED

(As adopted on 17 December 1993)

PRELIMINARY

1.1 The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save in so far as they are hereby modified or excluded.

1.2 Regulations 8, 24, 73 to 80 inclusive, 93 and 101 of Table A shall not apply to the Company.

2 The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

SHARES

3 The share capital of the Company is £20,000,000 divided into 20,000,000 Ordinary Shares of £1 each.

4.1 The Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act).

4.2 The general authority conferred by this Article shall:-

4.2.1 extend to all relevant securities of the Company created but unissued at the date of these Articles.

4.2.2 expire on the fifth anniversary of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting; and

4.2.3 entitle the Directors to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry thereof.

5 Subject to and without prejudice to the generality of the provisions of Article 4 any shares unissued at the date of the adoption of this Article and any shares hereafter created shall be under the control of the Directors who may allot, grant options over or otherwise deal with or dispose of the same to such persons (including the Directors themselves) on such terms and in such manner as they think fit, provided that no shares shall be issued at a discount.

6 Whenever a person employed by the Company, or by its holding Company, subsidiary or fellow subsidiary, ceases to be so employed for any reason whatsoever, the Directors may require him to transfer any shares in the capital of the company registered in his name, at par, to a transferee determined by them. If for any reason such shares are not so transferred, the Directors may authorise some person to execute such transfers and shall enter the names of the transferees in the Register of Members as the holders of such shares.

7 In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) inclusive of the Act shall be excluded from applying to the Company.

8 The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends payable thereon.

#### CALLS ON SHARES

9 The following sentence shall be added to the end of regulation 15 of Table A: "such persons shall also pay to the

Company all expenses that may have been incurred by the Company by reason of such non-payment".

#### TRANSFER OF SHARES

10 The Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

#### TRANSMISSION OF SHARES

11 A person becoming entitled to a share by reason of the death or bankruptcy of a member shall not, before being registered as a member in respect of the share, be entitled to receive a copy of any balance sheet (or other document required by law to be annexed thereto) or any notice of a General Meeting, and regulations 31 and 38 of Table A shall be modified accordingly.

#### DIRECTORS

12.1 The Directors shall not be liable to retire by rotation.

12.2 A Director shall not be required to hold any share qualification.

13.1 The Company may by Ordinary Resolution appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

13.2 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the maximum number of Directors (if there be any maximum) is not exceeded.

#### ALTERNATE DIRECTORS

14 The appointment of an alternate Director shall not be subject to approval by resolution of the Directors. Regulation 65 of Table A shall be modified accordingly.

#### POWERS AND DUTIES OF DIRECTORS

15 Subject to the provisions of Section 317 of the Act, a Director may vote on any contract or arrangement in which he is interested and on any matter arising therefrom and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration. Regulations 94 and 95 of Table A shall be modified accordingly.

### INDEMNITY

16 In so far as is permitted by law, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen or be incurred by the Company in the execution of the duties of his office or in relation thereto. The Directors shall have the power to purchase and maintain insurance for the benefit of persons who are or were directors officers employees or auditors of the Company including insurance against any liability incurred by such persons in respect of any negligence, default, breach of duty or trust of which they may be guilty in relation to the Company. This Article shall be supplementary and additional to Regulation 118 of Table A.

### BORROWINGS

17 All Borrowings by the Company shall require the approval of the holder or holders of a majority of the Ordinary Shares of the Company in issue. "Borrowings" mean borrowings and shall be deemed to include the following:-

- 17.1 any sale of accounts receivables;
- 17.2 any mortgage, charge, pledge or hypothecation of stocks of raw materials, work in progress or finished goods ("inventory") or accounts receivable;
- 17.3 any other inventory or accounts receivable financing plan;
- 17.4 any sale and repurchase arrangements involving inventory or accounts receivables or any other assets; and
- 17.5 any arrangements for the issue of letters of credit other than letters of credit which;
  - 17.5.1 are issued for the purchase of inventory in the ordinary course of business and do not represent a financing of the purchase price of such inventory; or
  - 17.5.2 are in the nature of a performance bond.

"Borrowings" do not include loans from a body corporate which is a subsidiary of the Company or is a holding

company of the Company or is a subsidiary of a holding company of the Company.

#### SHAREHOLDER APPROVAL REQUIREMENTS

18 Authorisation of the following shall require the approval of the holder or holders of a majority of the Ordinary Shares of the Company in issue:-

- 18.1 banks and other depositaries to hold the funds and securities of the Company ("Depositaries"); and
- 18.2 the opening and closing of accounts with Depositaries; and
- 18.3 signatories for bonds, notes, cheques, drafts, endorsements (except endorsements of cheques and drafts for deposit and collection), guarantees, acceptances and applications for letters of credit.

19 Subject to the Act, the approval of the holder or holders of a majority of the Ordinary Shares of the Company in issue shall be required for:-

- 19.1 any authorisation of the signature on behalf of the Company, otherwise than by two persons of whom one is the Managing Director or the Deputy Managing Director (if any) of the Company and the other is the Finance Director or Finance Controller (if any) or the Secretary of the Company, of any contract, lease, deed, power of attorney, receipt, other corporate obligation or undertaking of the Company (other than a bond, note, check, draft, endorsement not being an endorsement of a cheque or draft for deposit and collection), guarantee, acceptance or application for a letter of credit;
- 19.2 any authorisation of any person other than those specifically referred to in paragraph (13) below to sign any instrument to which the seal is affixed.

Any such approval of the authorisation of a person (whether or not together with another person) to sign any such document on behalf of the Company may be by reference to a title or position, in which event any person holding such title or position shall be deemed to be so authorised so long as such person shall hold such title or position.

## SEAL AND DEEDS

20 The Directors shall decide whether the Company shall have a seal and, if so, shall provide for the safe custody of the seal and any official seal for use abroad, in accordance with the Statutes. Any such seal shall only be used with the authority of the Directors or of a committee of the Directors authorised by the Directors for that purpose. Regulation 101 of Table A shall not apply. Subject to the Act:-

20.1 every instrument to which the seal is affixed shall be signed by two persons of whom:-

20.1.1 one is the Managing Director or the Deputy Managing Director (if any) of the Company or some other Director of the Company authorised for the purpose by the Directors; and

20.1.2 the other is the Finance Director or Finance Controller (if any) or the Secretary of the Company or some other person authorised for the purpose by the Directors; and

20.2 every instrument which is intended to be executed by the Company as a deed otherwise than under its seal shall be signed by two persons of whom:-

20.2.1 one is the Managing Director or the Deputy Managing Director (if any) of the Company or some other Director of the Company authorised for the purpose by the Directors; and

20.2.2 the other is the Finance Director or the Secretary of the Company or some other Director of the Company authorised for the purpose by the Directors; and

20.3 any such authorisation as is referred to in 13.1 and 13.2 above shall require approval under paragraph 12.2 above.

## RELATED PROVISIONS

21 The Directors shall exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries so as to secure so far as possible that provisions to the same effect as those contained in Articles 10, 11, 12 and 13 ("corresponding provisions") are contained in their respective articles of association.

22 Any approval by or on behalf of the Company which is required by virtue of any corresponding provisions in the articles of association of any of its subsidiaries shall also

require the approval of the holder or holders of a majority of the Ordinary Shares of the Company in issue.

23 Any such approval as is contemplated by the provisions of these Articles may take such form as may be determined from time to time by the holder or holders of a majority of the Ordinary Shares of the Company in issue. Without limiting the foregoing:-

23.1 any such approval may consist of several documents in the like form each signed by or on behalf of the requisite member or members (and, in the case of a member which is a body corporate, the signature of any one of its directors or its duly appointed representative shall suffice);

23.2 any such approval may be:-

23.2.1 an approval of a specific transaction falling within paragraph (1) above or a specific authorisation within paragraph (2), (3) or (4) above; or

23.2.2 an approval of a specific transaction or specific authorisation required by the corresponding provisions in the articles of association of any of the subsidiaries of the Company; or

23.2.3 a general approval of the maximum aggregate principal amount outstanding of Borrowings of all or any of the Company and its subsidiaries which may be incurred or which may be outstanding at any time or during any period or a general approval of one or more categories of authorisation by all or any of the Company and its subsidiaries.

23.3 Any such general approval may specify or be limited to:-

23.3.1 enumerated forms of Borrowings or authorisations; or

23.3.2 Borrowings or authorisations containing specific terms.

23.4 Any such approval, or any specification thereof or limitation thereon, may be amended or revoked at any time in the same manner as that in which an approval may be given in the first place.

### TELEPHONIC AND OTHER MEETINGS OF DIRECTORS

24 Unless otherwise restricted by these Articles members of the Board of Directors or of any committee thereof may participate in a meeting of the Board of Directors or of any committee by means of conference telephone or other communications equipment (whether in use when this Article is adopted or developed subsequently) by virtue of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting. A meeting held in this way is deemed to take place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the Chairman of the meeting participates.

25 A resolution signed in writing by all the Directors entitled to receive notice of a meeting of the Board of Directors or of a Committee of Directors shall be as valid and effectual as if it had been passed at a meeting of the Board of Directors or (as the case may be) a Committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an Alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an Alternate Director, it need not be signed by the Alternate Director in that capacity.

### PROCEEDINGS AT GENERAL MEETINGS

26 There shall be added to the last sentence of regulation 41 of Table A the words "and if at the adjourned Meeting a quorum is not present within fifteen minutes after the time appointed for the Meeting, one person entitled to be counted in a quorum present at the Meeting shall be a quorum."

27 A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

### VOTES OF MEMBERS

28 A proxy shall be entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.

### TELEPHONIC AND OTHER MEETINGS OF MEMBERS

29 Unless otherwise restricted by these Articles Members may participate in any General Meeting of the Company by means of conference telephone or other communications equipment

(whether in use when this Article is adopted or developed subsequently) by virtue of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting. A meeting held in this way is deemed to take place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the Chairman of the meeting participates.

#### NOTICES

30 Any notices to be given to or by any person pursuant to the Articles may be in writing, by fax transmission or by any other method.

31 Notice of Meetings shall be given to a Director or alternate Director notwithstanding that he may be absent from the United Kingdom. Regulations 88 and 66 of Table A shall be modified accordingly.

32 Notices in writing shall be sent to Members at the addresses they have notified to the Company for these purposes notwithstanding that such addresses may be outside the United Kingdom. Regulation 112 of Table A shall be modified accordingly.

#### OVER-RIDING PROVISIONS

33 Whenever a Company wheresoever incorporated (hereinafter called "the Parent Company") shall be the holder of not less than 90 per cent of the issued Ordinary Shares the following provisions shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles:-

- 33.1 the Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed, but so that in the case of a Managing Director his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages in respect of the consequent termination of his executive office;
- 33.2 no unissued securities shall be issued or agreed to be issued or put under option without the consent of the Parent Company;
- 33.3 any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred of security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.