

**Company Number: 04238862**

**Centre for Engineering and Manufacturing Excellence Limited**

**The Companies Acts 1985 and 2006**

**Company Limited by Guarantee**

**Special Resolution**

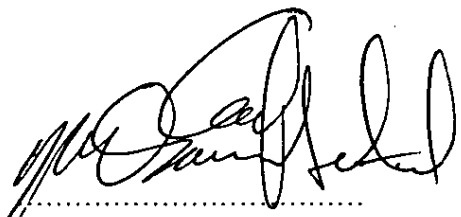
**Passed 18 December 2009**

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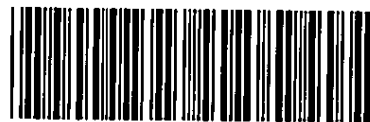
By Written Resolution of Centre for Engineering and Manufacturing Excellence Limited the following Special Resolution was duly passed:-

Adoption of New Company Memorandum

That the existing Memorandum of the Company be deleted in their entirety and that the new Memorandum contained in the printed document marked "A", hereby attached, be approved and adopted as the Memorandum of the Company in substitution for and to the exclusion of all the existing Memorandum thereof.

  
.....  
Company Secretary – Martin Graf Saurma-Jeltsch

MONDAY



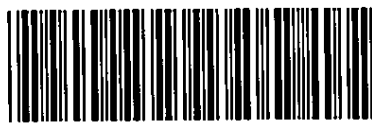
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## THE COMPANIES ACT 2006

### COMPANY LIMITED BY GUARANTEE

#### MEMORANDUM OF ASSOCIATION

(as amended by Special Resolution of the members on 18 December 2009)

OF

#### CENTRE OF EXCELLENCE FOR MANUFACTURING AND ENGINEERING LIMITED

1. The name of the Company is "Centre of Excellence for Manufacturing and Engineering Limited".
2. The registered office of the Company is to be situated in England and Wales.
3. The objects for which the Company is established ("the Objects") are the promotion for the public benefit of urban or rural regeneration in selected areas of social and economic deprivation in the boroughs of Tower Hamlets, Hackney, Newham, Greenwich, Bexley, Barking & Dagenham, Havering, Thurrock, Waltham Forest, Redbridge, Lewisham, Enfield, Haringay and Dartford (together the "Boroughs") by all or any of the following means:
  - 3.1. the advancement of education, training or re-training;
  - 3.2. the relief of unemployment in such ways as may be thought fit, including assistance to find employment;
  - 3.3. the provision of technical assistance, business advice or consultancy in order to provide training and employment opportunities for people in need who are resident in or working in the Boroughs through help:
    - (I) in setting up their own business, or
    - (II) to existing businesses
  - 3.4. the creation of training and employment opportunities for those in need by the provision of workspace, buildings and/or land for use on favourable terms;
  - 3.5. the maintenance, improvement or provision of public amenities;
  - 3.6. the provision of public health facilities where needed;
  - 3.7. the development of the capacity and skills of members of the disadvantaged community in the Boroughs in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society;

- 3.8. the establishment carrying on and conduct of a centre of excellence for manufacturing and engineering in Dagenham, Essex as a centre for the provision of industrial, commercial, scientific and technological education training or re-training;
- 3.9. such other means as may from time to time be agreed by the members subject to the prior consent of the Charity Commission for England & Wales.
4. In furtherance of the Objects but not otherwise the Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:
- 4.1. to promote or carry out research, training or re-training schemes, to provide advice and publish or distribute information (with or without charging a fee or fees);
- 4.2. to co-operate with other bodies and to enter into any arrangements with and to provide facilities and services to any Government department, local authority, university or college or to any other body, person, firm or company conducive to the promotion and attainment of the Objects;
- 4.3. to raise funds by any means that comply with relevant statutory regulations and for that purpose to enter into agreements with grant making bodies and other bodies and donors on such terms and conditions as shall be thought expedient;
- 4.4. to payout of the Company's funds the costs incurred in forming the Company;
- 4.5. to acquire, lease or hire property of any kind and maintain and equip it for use, and to acquire any interests in or rights over property of any kind;
- 4.6. to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
- 4.7. to borrow and raise money in any manner; and to secure and guarantee by any means the repayment of any money borrowed, raised or owing, and the performance by the Company of any obligation or liability, by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) subject to compliance with sections 38 and 39 of the Charities Act 1993 where land is to be charged;
- 4.8. to invest and deal with the moneys of the Company not immediately required in any manner and to hold or otherwise deal with any investments made;
- 4.9. to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company subject to compliance with sections 36 to 39 of the Charities Act 1993 for any land transactions;
- 4.10. to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable purpose within the Objects and to establish charitable trusts, associations or institutions for any of the Objects;
- 4.11. to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the

Directors) is likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;

- 4.12. to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract;
- 4.13. to employ staff and remunerate such staff as are necessary for carrying out the work of the Company or otherwise to reward any person, firm or company not being a director or a person closely connected with a director (except as provided for in Clause 5) rendering services to the Company by cash payment or by any other means;
- 4.14. to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
- 4.15. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 4.16. to amalgamate with or support any other charity whose objects may (in the opinion of the Directors of the Company) advantageously be combined with the Objects or to enter into partnership or joint venture arrangement with any such charity;
- 4.17. to sell or otherwise dispose of the whole or any part of the business of the Company, either together or in portions, and to accept anything of value in return;
- 4.18. to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
- 4.19. to do all such other lawful things as are necessary for the achievement of the Objects.

5.

5.1. The income and capital of the Company must be applied solely towards the promotion of the Objects.

5.2. –

(a) A director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her while acting on behalf of the Company;

(b) A director may benefit from trustee indemnity insurance cover purchased at the Company's expense in accordance with the provisions of section 73F Charities Act 2006;

(c) A director may receive an indemnity from the company in the circumstances specified in article 9;

(d) A director may receive a benefit from the company in the capacity of a beneficiary.

5.3. None of the income or property of the company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the charity. This does not prevent a member who is not also a director receiving -

(a) a benefit from the company in the capacity of a beneficiary,

(b) reasonable and proper remuneration for any goods or services supplied to the company,

(c) any return of capital contributions in accordance with clause 8.2;

5.4. No director may -

(a) buy any goods or services from the company,

(b) sell goods, services or any interest in land to the company,

(c) be employed by, or receive any remuneration from the company,

(d) receive any other financial benefit from the company;

unless

(i) the payment is permitted by sub-clause (5) below, does not exceed an amount which is reasonable in all the circumstances, and does not result in a majority of the directors having received a financial benefit from the company, or

(ii) the directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes;

5.5. (a) -

(i) A director may be employed as Chief Executive Officer or as Chief Financial Officer of the company in accordance with article 3 of the articles of association, or may be remunerated for acting as a director, subject to the condition that the person concerned is disqualified from acting as a director in relation to any decision or other matter connected with his employment or proposed employment, or with his acting as a director as the case may be;

(ii) A director may enter into a contract for the supply of services to the company where that is permitted in accordance with, and subject to the conditions in, section 73A Charities Act 1993;

(iii) A director may receive interest on money lent to the Company at a reasonable and proper rate, which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the directors;

(iv) A company of which a director is a member may receive fees, remuneration or other benefit in money or money's worth, provided that the shares of the company are listed on a recognised stock exchange, and the director holds no more than 1% of the issued share capital of that company;

(v) A director may receive rent for premises let by the director to the Company if the amount of the rent, and the other terms of the lease are reasonable and proper, and provided that such a director shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion;

(b) The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:

- (i) a partner;
- (ii) an employee;
- (iii) a consultant;
- (iv) a director; or
- (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital;

5.6. In sub-clauses (2)-(5) of this clause 5:

(a) "Charity" shall include any company in which the Charity:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the Board of the company;

(b) "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

5.7. If a conflict of interest arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this memorandum or the articles the unconflicted directors may authorise such a conflict of interests where the following conditions apply –

- (i) the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (ii) the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting;
- (iii) the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interest in the circumstances applying.

6. The liability of the members is limited.

7. If the Company is wound up while a person is a member or within one year after that person ceases to be a member, every member of the Company will contribute such amount as may be required not exceeding £1 to the assets of the Company, for payment of the Company's debts and liabilities accrued before the member ceases to be a member, and of the costs and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8. –

8.1 The members of the company may at any time before, and in expectation of, its dissolution resolve that any net assets of the company shall, on or before the dissolution of the company, be applied or transferred in any of the following ways -

- (a) directly for the Objects;
- (b) by transfer to any charity or charities for purposes similar to the Objects;
- (c) to any charity for use for particular purposes that fall within the Objects.

8.2 Subject to any such resolution of the members of the company, the directors of the company may at any time before and in expectation of its dissolution, resolve that any net assets of the company shall on the dissolution of the company be applied or transferred in any of the following ways -

- (a) directly for the Objects;
- (b) by transfer to any charity or charities for purposes similar to the Objects;
- (c) to any charity for use for particular purposes that fall within the Objects.

8.3 In no circumstances shall the net assets be paid to or distributed among the members of the company (except to a member that is itself a charity) and if no such resolution is passed by the members or the directors the net assets of the company shall be applied for charitable purposes as directed by the court or the Charity Commission.

8.4 "Net assets" means all the assets of the company after -

- (a) all its debts and liabilities have been paid, or provision has been made for them; and
- (b) capital contributions made by certain members of the company to the company conditionally on its continued existence have been repaid in accordance with the following sub-clause.

8.5 -

- (a) The capital contributions referred to in the previous sub-clause are the sums of £11,000,010 contributed to the company by the Ford Motor Company, the sum of £1,528,863 contributed to the company by Barking College and the sum of £1,528,863 contributed to the company by the Havering College of Further and Higher Education.
- (b) In each case the repayment shall not exceed the actual contribution made by the member in question, and shall only be made out of any assets available after all the company's debts and liabilities have been paid or provision has been made for them.

9. Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

We, the persons whose names are written below, wish to be formed into a Company under this Memorandum of Association.

<b>Name and address of Subscribers</b>	<b>Signature of Subscribers</b>	<b>Date</b>	<b>Signature of witness Address and occupation</b>
Ford Motor Company Limited Eagle Way, Warley, Brentwood, Essex CM13 3BW			
Heart of Thames Gateway Ltd. Romm6/111 Gate 25 Chequers Lane Dagenham, Essex RM9 6LA			
Havering College Ardleigh Green Road, Hornchurch, Essex RM11 2LL			
Barking College Dagenham Road, Romford RM7 0XU			