

THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

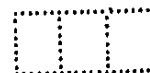
Pursuant to section 15 (2) of the Companies Act 1948 as amended by the Companies Act 1976

Form No. 41

41

For official use

1461910



Please do not write in this binding margin



Please complete legibly, preferably in black type or bold black lettering.

*Delete if inappropriate.

Name of Company

SEVEN MILE HOUSE

Limited*

I, RICHARD ALAN JOWETT

of CROSS HOUSE WESTGATE ROAD NEWCASTLE UPON TYNE NE99 1SB

do solemnly and sincerely declare that I am† A SOLICITOR OF THE SUPREME COURT engaged in the formation

of SEVEN MILE HOUSE

Limited*

and that all the requirements of the Companies Acts 1948 to 1976 in respect of matters precedent to the registration of the said company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at THE OFFICES OF WILKINSON MARSHALL CLAYTON & GIBSON OF 27 GRAJNGER STREET NEWCASTLE UPON TYNE

the 26th day of OCTOBER

One thousand nine hundred and seventy nine

before me J. Baker, Esq.

A Commissioner for Oaths† Solicitor

[Signature]

†For Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presentor's name, address and reference (if any):

DICKINSON DEES
CROSS HOUSE
WESTGATE ROAD
NEWCASTLE UPON TYNE
NE99 1SB

Ref. ZCH 156787

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General section

Post room



COMPANY LIMITED BY SHARES

Memorandum of Association

OF

SEVEN MILE HOUSE LIMITED

1461910/3



1. The Name of the Company is "SEVEN MILE HOUSE LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (A) (i) To carry on the business of farming in all its branches, and in connection therewith to acquire and deal in farm and other land and premises; to act as farm managers and experts, consultants and advisers in every branch of farming, stock-breeding, grazing and other agricultural enterprises; to carry on all or any of the businesses of graziers, millers and corn merchants, stock and poultry breeders, riding stable proprietors, organisers of trials, exhibitions, competitions and shows, producers, raisers and growers of, and dealers in agricultural, horticultural, farm, garden and orchard produce of all kinds, market gardeners, nurserymen, seedsmen and florists, dairymen, contractors for the supply and delivery of milk, wholesale and retail butchers, bakers, grocers and provision merchants, manufacturers and merchants of, agents for and dealers in feeding stuffs, manurial products and fertilisers of every description, buyers, keepers, breeders, exporters and commission salesmen of, and dealers in cattle, horses, sheep, pigs, poultry and all kinds of live and dead stock, manufacturers, merchants, hirers and letter on hire of and dealers in agricultural and dairy implements, machinery and utensils of all kinds, contractors for tractor work, aerial crop and soil spraying, ploughing and all operations connected with the cultivation of the soil, haulage and cartage contractors, garage proprietors, builders and contractors, builders' merchants, coal and coke merchants, proprietors of camping and caravan sites and general merchants, agents and traders; to buy, sell, manufacture, repair, alter, hire, let on hire, exports, import and deal in plant, machinery, appliances, apparatus, utensils, materials, produce, articles and things of every description capable of being used in connection with the foregoing businesses, or any of them, or likely to be required by any of the customers of, or persons having dealings with the Company.
 - 1 To carry on the business of timber growers and the sale of timber and trees of every kind

- (iii) To acquire or erect glass houses and any other premises for the promotion of speedy growth of crops vegetables fruit and flowers and to sell the produce thereof by wholesale or retail
 - (iv) In England or elsewhere to carry on all or any of the businesses of manufacturers, merchants, factors, wholesalers and retailers, importers, exporters and general dealers in any trade, business, enterprise, undertaking or service whatsoever, and to act as buyers, sellers, traders and distributors, agents, middlemen, brokers, transporters, warehousemen and general storekeepers, carriers and contractors for all or any goods which shall be dealt in by the Company in pursuance of its objects or otherwise for its advantage
 - (v) To manage, improve, develop, farm, cultivate, maintain, lease, underlet, exchange, mortgage, sell, turn to account or otherwise deal with the dispose of all or any part of the property and rights of the Company
- (B) To carry on any other trade or business whatsoever which can in the opinion of the Directors be advantageously carried on by the Company in connection with or as auxilliary to the general business of the Company.
 - (C) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein, or likely to be required by customers or other persons having or about to have, dealings with the Company.
 - (D) To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.
 - (E) To acquire by any means, undertake and carry on the whole or any part of the assets, business, property and liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on or possess, or which may seem to the Company capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or any property suitable for the purposes of the Company.
 - (F) 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 Company's objects or any of them, and to obtain from any such governments, authorities, corporations, companies or persons any rights, privileges, charters, licences, authorisations, contracts, decrees and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges, charters, licences, authorisations, contracts, decrees and concessions.
 - (G) To apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, patent rights, brevets d'invention, licences, registered designs, protections and concessions, which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting and testing and making researches, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

- (H) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, limiting competition, or otherwise with any person or company or with any employees of the Company, including in such case if thought fit the conferring of a participation in the management or its directorate, and to give to any person or company special rights or privileges in connection with or control over the Company, and in particular the right to nominate one or more Directors of the Company; and to lend money to, guarantee and secure the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares or securities of any such person or company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- (I) To subsidise, assist, guarantee and secure the payment of money by, or the performance of, any contract, engagement or obligation by any person or company and to act as agents for the collection, receipt or payment of money and generally to act as agents for and render services to customers and others.
- (J) To promote any company for the purpose of acquiring all or any of the property, undertaking and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to place, or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company as aforesaid
- (K) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company, and the issue of its capital, or for contributing to or assisting any company either issuing or purchasing with a view to issue all or any part of the Company's capital in connection with the advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or debenture stock.
- (L) Generally to purchase, take on lease, exchange, hire, hire purchase or deferred payments, or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business
- (M) To receive money on deposit upon such terms as the Company may approve.
- (N) To invest and deal with the moneys of the Company in such manner as may from time to time be determined.
- (O) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by mortgage, charge or lien, or the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital, and to purchase, redeem or pay off any such securities.
- (P) To lend money, or give credit, to any company, firm or person (with or without security) and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging, charging, or creating a lien upon all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by a combination of such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividend or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting

the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.

- (Q) To establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments, to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company, or any such Subsidiary, or any of the predecessors of the Company in business, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish, subsidise or subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of, the Company, or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (R) To remunerate any company for services rendered, or to be rendered, in placing, assisting to place, guaranteeing the placing or procuring the underwriting of any of the shares or debentures, or other securities of the Company, or of any company in which the Company may be interested or proposes to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of shares or securities of the Company, credited as paid up in full or in part, or otherwise.
- (S) To subscribe for, either absolutely or conditionally, or otherwise acquire and hold, shares, stocks, debentures, debenture stock or other obligation of any other company.
- (T) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments.
- (U) To sell, on hire purchase, deferred terms or otherwise, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the Company may think fit, and, in particular, for shares whether fully or partly paid up, debentures or securities of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, develop, sell, on hire purchase, deferred terms or otherwise, exchange, lease, mortgage, dispose of or turn to account or otherwise deal with, all or any part of the property or rights of the Company.
- (V) To adopt such means of making known the services and products of the Company as may seem expedient, and in particular, by advertising in the Press, circulars, the purchase and exhibition of works of art or interest, the publication of books and periodicals, and the granting of prizes, rewards and donations.

- (W) To support or subscribe to any charitable or public object and any institution, society or club which may be for the benefit of the Company or its Directors, officers or employees, or the Directors, officers and employees of its predecessors in business, or of any subsidiary, allied or associated company, or which may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person who may have served the Company or its predecessors in business, or any subsidiary allied or associated company, or to the wives, children or other relatives or dependants of such persons; to make payments toward insurance and to form and contribute to provident and benefit funds for the benefit of any Directors or officers of, or persons employed by, the Company, or of or by its predecessors in business, or of or by any subsidiary, allied or associated company, and to subsidise or assist any association of employers or employees, or any trade association.
- (X) To apply for, promote and obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may seem expedient, and to oppose any actions, steps, proceedings or applications, which may seem calculated directly or indirectly to prejudice the Company's interests.
- (Y) To do all or any of the above things in any part of the world, and either as principal, agent, contractor, trustee or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others and, either by or through agents, trustees, sub-contractors or otherwise, to procure the Company to be registered or recognised in any part of the world.
- (Z) To distribute any of the property of the Company in specie among the shareholders.
- (AA) To do all such other things as are incidental or conducive to the attainment of the above objects, or any of them.

And it is hereby declared that the word "company" in this clause shall, except where used in reference to the Company, be deemed to include any person, partnership or other body of persons, whether corporate or unincorporate or domiciled in the United Kingdom or elsewhere, and words denoting the singular number only shall include the plural number and vice versa, and so that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company

4. The liability of the Members is Limited

5. The Share Capital of the Company is £100,000 divided into 10,000 "A" Ordinary Voting Shares of £1 each and 90,000 "B" Ordinary Non-Voting Shares of £1 each. The rights or privileges now or at any time attaching to the said "A" Ordinary Voting Shares and "B" Ordinary Non-Voting Shares or to any other special class of shares for the time being shall be as defined by the Articles of Association of the Company for the time being.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS

Number of Shares taken by

OF SUBSCRIBER

each subscriber.

H. W. Ridley

one "A" ordinary voting share

H. W. RIDLEY

BLAGDON
SEATON BURN
NORTHUMBERLAND.

RESEARCH STUDENT.



ROBERT VINCENT NIXON.

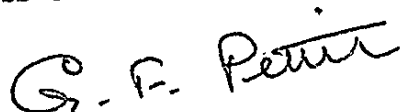
one "B" ORDINARY NON-VOTING
SHARE

SEVEN MILE HOUSE,
SEATON BURN,
NORTHUMBERLAND.

FARMER.

Dated the SEVENTEENTH day of OCTOBER 1979.

WITNESS to the above Signatures:-



GEOFFREY FRANK PETTIT.

BLAGDON HOUSE SEATON BURN
NORTHUMBERLAND.

LAND AGENT.

COMPANY LIMITED BY SHARES

Articles of Association

OF

SEVEN MILE HOUSE LIMITED

1461910

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PRELIMINARY

1. The regulations contained in Part 1 of Table "A" in the First Schedule to the Companies Act, 1948 as amended by the Companies Acts 1967 and 1976 (which Table is hereinafter called Table "A") shall apply to the Company save in so far as they are excluded hereby. The regulations in Part 1 of Table "A" numbered 11, 15, 22, 24, 30 to 32 inclusive, 52 to 54 inclusive, 57, 58, 75, 77, 79, 84(2), 86 to 97 inclusive, 100, 106, 107 to 109 inclusive, 123, 126, 130 and 134 shall not apply, but, subject as aforesaid, and in addition to the remaining regulations in Part 1 of Table "A", the following shall be the Articles of Association of the Company.

PRIVATE COMPANY

2. The Company is a private company, and accordingly the regulations contained in Part 11 of Table "A" except regulations 1, 3 and 5 therein shall apply to the Company.

SHARES

3. The share capital of the Company is £100,000 divided into 10,000 "A" Ordinary Voting Shares of £1 each and 90,000 "B" Ordinary Non-Voting Shares of £1 each. The "A" Ordinary Voting Shares and "B" Ordinary Non-Voting Shares shall rank pari passu as to capital dividend and the right to share in surplus assets in a winding-up and in all other respects save as provided in Article 17 hereof

4. If any such separate general meeting as is referred to in regulation 4 of Table "A" shall be adjourned owing to the absence of a quorum and if at the adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting that holder or those holders of shares of the class concerned who are present shall be a quorum.

5. All shares for the time being created and unissued shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons (including any Directors), on such terms and conditions and at such time or times as the Directors may in good faith consider to be in the best interests of the Company, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors in good faith consider to be in the best interests of the Company.

6. (a) The Company shall have a first and paramount lien on:-
- (i) every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share
 - (ii) every share (whether fully paid shares or not) standing registered in the name of any person indebted or under a liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.
- (b) The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
- (c) The Company's lien, if any, on a share shall extend to all dividends and other moneys payable thereon or in respect thereof.

7. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that except in so far as may be otherwise agreed between the Company and any member in the case of the shares held by him no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call, and each member shall (subject to being given at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

TRANSFER OF SHARES

8. The instrument of transfer of any share shall be executed by or on behalf of the transferor and (except in the case of the transfer of a fully paid share) by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

9. (a) The Directors shall refuse to register any transfer
- (1) of share made in contravention of the provisions of Article 10, and
 - (2) of a share which would increase the number of members beyond the limit specified in Regulation 2 of Part II of Table "A"
- (b) The Directors may in their absolute discretion refuse to register any transfer
- (1) of a share on which the Company has a lien; and
 - (2) of a share (whether or not it is a fully paid share) to a person of whom they do not approve without assigning any reason therefor
10. No member shall be entitled to transfer any share to anyone otherwise than in accordance with the following provisions:-

- (A) A member desirous of selling his shares or any of them (hereinafter called "the Vendor") shall give notice (hereinafter called "the notice of sale") to the Secretary containing an offer to sell the same and stating the number and class of shares which he desires to sell and the price previously agreed upon by the Vendor and the Directors, within 28 days of a written request in that respect by the Vendor, or, in default of agreement, certified by the Auditors (having been instructed for that purpose by the Directors within 7 days from the expiration of the said period of 28 days) for the time being of the Company as a fair price between a willing seller and a willing buyer; a decision of the Auditors in this respect shall be conclusive and binding on the Company, and on all persons interested in the shares offered for sale.
- (B) The Secretary shall thereupon send to each of the other members of the Company holding shares of the same class a circular containing the same particulars, and naming a day (being fourteen days from the date of such circular) on or before which offers to purchase the shares must be received. If on or before the day so named offers to purchase all or any of the shares referred to in the notice of sale at the price named shall be received from members of the Company holding shares of the same class by the Secretary, he shall, as agent for the Vendor and the proposing purchaser or purchasers, declare a contract of sale to be concluded and shall give notice thereof to the Vendor and the purchaser or purchasers.
- (C) If the offers to purchase shall together constitute offers to purchase a greater number of shares than those offered for sale by the Vendor the shares offered for sale shall be divided among the proposing purchasers in the proportions as nearly as possible in which they already hold shares in the Company: Provided that no proposing purchaser shall be liable to take more shares than those he shall have offered to purchase, and any shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the proposing purchasers. The Vendor and the members declared to be the purchasers of the shares shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the purchase price.
- (D) If within twenty-one days after the service of the notice of sale on the Secretary the Vendor shall not receive notice that his offer to sell has been accepted on behalf of some member or members of the Company holding shares of the same class, he may within six calendar months from the date of serving the notice of sale (but subject to Article 9 hereof) sell or dispose of the shares referred to in such notice of sale, or so many of them as shall not have been agreed to be purchased by a member or members of the Company holding shares of the same class, to any other person provided that such sale or disposal be at a price not less than that named in the notice of sale.
- (E) A notice of sale may be renewed from time to time but the offer therein contained shall not be withdrawn until the expiration of twenty-one days from the service thereof on the Secretary.
- (F) If any person shall become entitled to any share by reason of the death or bankruptcy of any member he shall be bound forthwith to offer the same for sale to the members of the Company holding shares of the same class at a fair price, and the same provisions shall apply as in the case of a notice of sale voluntarily given. If the said person shall fail to give such notice of sale the Directors may, as his agents, give the same for him.

- (G) For the purpose of giving effect to any sale pursuant to the foregoing provisions the Directors may authorise some person to transfer the shares so sold to the purchaser thereof.
- (H) Any member may transfer or, by Will, bequeath any share held by him to a member or members of his family and in the case of a bequest other than to a member or members of his family the legal personal representatives of the deceased member may, subject to Article 9 hereof and if such share shall not have been agreed to be purchased pursuant to the provisions of Sub-Article (F) hereof, transfer the shares so bequeathed to the legatee or legatees.

11. If within twenty-one days after the service of a notice of sale under the provisions of Article 10 (F) hereof the person having become entitled by reason of the death or bankruptcy of a member to the share or shares specified in the notice of sale shall not receive notice that his offer to sell has been accepted on behalf of some member or members, he may, upon such evidence being produced as may from time to time be required by the Directors, elect either to be registered as a member in respect of such share or shares, or to make such transfer of the share or shares as the deceased or bankrupt person could have made. If the person so becoming entitled shall elect to be registered himself he shall give to the Company a notice in writing signed by him that he so elects. The Directors shall in either case have the same right to refuse or suspend registration as they would have had if the death or bankruptcy of the member had not occurred and the notice of election or transfer were a transfer executed by that member.

RESOLUTIONS

12. Subject to the provisions of the Act, an ordinary, special or extraordinary resolution (as the case may be) in writing, signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives), shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of several documents in the like form each signed by one or more of the members (or their duly authorised representatives).

PROCEEDINGS AT GENERAL MEETINGS

13. 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 declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and auditors, the election of Directors in the place of those (if any) retiring, the fixing of the remuneration of the Directors and the appointment of, and the fixing of the remuneration of, the auditors.

14. If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon 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 Directors 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 meeting shall be dissolved.

15. 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. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

16. 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 by the Chairman or any member present in person or by proxy or (being a corporation) by its duly authorised representative and being entitled to vote.

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 the 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.

17. The holders of "B" Ordinary Non-Voting Shares shall have no right to receive notice of or be present or vote either in person or by proxy at any general meeting by virtue or in respect of their holdings of such shares

18. Unless and until otherwise determined by the Company in general meeting the number of Directors shall be not more than six nor less than three.

19. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend and speak at all general meetings, and at all separate general meetings of the holders of any class of shares, of the Company.

20. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

21. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

22. A Director may vote as a Director in regard to any contract, arrangement or any other proposal whatsoever, in which he is interested, or upon 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, arrangement or proposal is under consideration.

23. (a) The Directors shall cause minutes to be made in books provided for the purpose

(i) of all appointments of officers made by the Directors

(ii) of the names of the Directors present at each meeting of the Directors, and of any committee of the Directors

(iii) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of the Directors

(b) A Director present at any meeting of the Directors, or committee of the Directors, need not sign his name in a book kept for that purpose.

24. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or on his death to his Widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

25. A Director shall not retire by rotation.

26. The Company may from time to time by ordinary resolution increase or reduce the number of Directors.

27. (a) Any Director may by writing under his hand appoint any other person who is approved by the Board of Directors as hereinafter provided to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him: Provided Always that no such appointment of a person other than a Director shall be operative unless and until the approval of a majority of the Directors shall have been given and entered in the Directors' Minute Book. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a Director shall die or cease to hold the office of Director from any cause the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

(b) Every person acting as an alternate director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

28. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution in writing may consist of several documents in the like form each signed by one or more of such Directors.

29. (a) No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

(b) The office of Director shall be vacated if the Director

(i) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(ii) becomes prohibited from holding office by reason of any court order made under the Companies Acts, 1948 to 1976;

(iii) becomes of unsound mind; or

(iv) not being a Managing Director or executive Director holding office as such for a fixed period, resigns his office by notice in writing to the Company.

30. (a) The Director may from time to time appoint one or more of their body to be Managing Director or Joint Managing Directors of the Company or to hold such other executive Office in the management of the business of the Company as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and (subject to the provisions of any service contract between him and the Company and without prejudice to any claim for damages he may have for breach of any such service contract) may remove or dismiss him or them from office and appoint another or others in his or their place or places. A Managing Director or such executive Director shall (subject to the provisions of this Article and without prejudice to any claim for damages any such Managing Director or executive Director may have for breach of any service contract between him and the Company) be subject to the same provisions as to removal and as to vacation of office as the other Directors of the Company and if he ceases to hold the office of Director from any cause he shall (without prejudice as aforesaid) ipso facto and immediately cease to be a Managing Director or such executive Director.
- (b) A Managing Director or executive Director holding office as such for a fixed period shall not be entitled to resign as a Director of the Company.

SPECIAL DIRECTORS

31. (a) The Directors may, from time to time, appoint any manager or other officer or person in the employment of the Company to be a special director of the Company.
- (b) The appointment of a person to be a special director shall not (save as otherwise agreed between him and the Company) affect the terms and conditions of his employment by the Company, whether as regards duties, remuneration or otherwise, and his office as a special director shall be vacated:-
- (i) on the happening mutatis mutandis of any of the events of which it is by these presents provided that the office of a Director shall be vacated
- (ii) if he shall cease to be in the employment of the Company in some capacity other than that of special director, or
- (iii) if he shall be removed by a resolution which shall have been passed by a majority of the Directors for the time being
- (c) The appointment, removal and remuneration of the special directors shall be determined by the Directors, with full powers to make such arrangements as the Directors may think fit; and the Directors shall have the right to enter into any contracts on behalf of the Company or transact any business of any description without the knowledge and approval of the special directors, excepting that no act shall be done that would impose any personal liability on any or all of the special directors, either under statutes or otherwise, except with their knowledge

- (d) The special directors shall not have any right of access to the books of the Company except with the sanction of the Directors, and in calculating the number to form a quorum at any meeting of the Directors the special directors present shall not be counted. Special directors shall not be entitled to receive notice of or attend at board meetings, except when expressly invited to do so.

ACCOUNTS

32. The Directors shall cause proper accounting records to be kept in accordance with statute for the time being in force.
33. The Directors shall from time to time in accordance with statute for the time being in force cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are required by any such statute.
34. Auditors shall be appointed and their duties, powers and remuneration regulated in accordance with statute for the time being in force.

NOTICES

35. Notice of every general meeting shall be given in any manner hereinbefore authorised to
- (a) every member holding "A" Ordinary Voting Shares except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
 - (b) every person upon whom the ownership of an "A" Ordinary Voting Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting;
 - (c) the auditor for the time being of the Company; and
 - (d) every Director of the Company (excluding any Special Directors)

No other person shall be entitled to receive notices of general meetings.

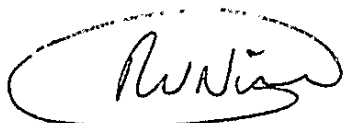
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

M. W. Ridley

M. W. RIDLEY

BLAGDON
SEATON BURN
NORTHUMBERLAND

RESEARCH
STUDENT



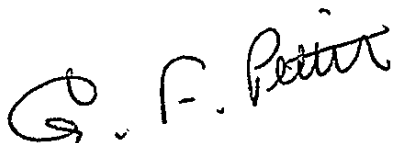
ROBERT VINCENT NIXON.

SEVEN MILE HOUSE,
SEATON BURN,
NORTHUMBERLAND.

FARMER

DATED the SEVENTEENTH day of OCTOBER 1979.

WITNESS to the above signatures:-



GEOFFREY FRANK PETTIT
BLAGDON HOUSE SEATON BURN
NORTHUMBERLAND

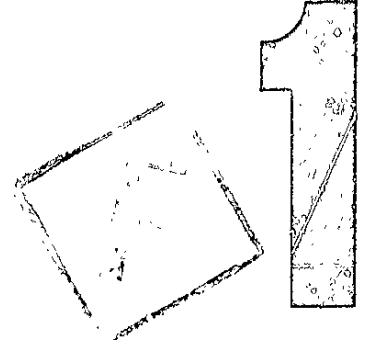
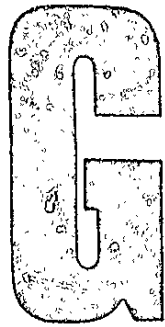
LAND AGENT.

THE COMPANIES ACTS 1948 TO 1976

Form No. 1

Statement of first directors and secretary and intended situation of registered office

Pursuant to Sections 21 and 23(2) of the Companies Act 1976



Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold black lettering

*delete if inappropriate

Company number

1461910/5

Name of Company

SEVEN MILE HOUSE	Limited*
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The intended situation of the registered office of the company on incorporation is as stated below

SEVEN MILE HOUSE
SEATON BURN
NORTHUMBERLAND

If the memorandum is delivered by an agent for the subscribers of the memorandum, please mark 'X' in the box opposite and insert the agent's name and address below

X

DICKINSON DEES
CROSS HOUSE, WESTGATE ROAD,
NEWCASTLE UPON TYNE, NE99 1SB

If the spaces provided on page 2 are insufficient and use has been made of continuation sheets (see note 1), please enter in the box opposite the number of continuation sheets which form part of this statement

1

Presentor's reference (if any):

ZCH 156787

Dickinson Dees
Cross House
Westgate Road
Newcastle upon Tyne
NE99 1SB

For official use

General section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not
write in this
binding margin



Important
The particulars
to be given are
those referred to
in section 21(2)(a)
of the Companies
Act 1976 and
section 200(2) of
the Companies Act
1948. Please read
the notes on page 4
before completing
this part of the form

Name (note 2) <u>Matthew White Ridley</u>	Business occupation <u>Research Student</u>
Former name(s) (note 3) <u>None</u>	Nationality <u>British</u>
Address (note 4) <u>Blagdon, Seaton Burn, Northumberland</u>	Date of birth (where applicable) (note 6) <u>N/A</u>
Particulars of other directorships (note 5)	
<u>NONE</u>	
I hereby consent to act as director of the company named on page 1	
Signature <u>M. W. Ridley</u>	Date <u>17 October 1979</u>

Name (note 2) <u>Geoffrey Frank Pettit</u>	Business occupation <u>Land Agent</u>
Former name(s) (note 3) <u>None</u>	Nationality <u>British</u>
Address (note 4) <u>Blagdon House</u> <u>Seaton Burn Northumberland</u>	Date of birth (where applicable) (note 6) <u>N/A</u>
Particulars of other directorships (note 5)	
<u>NONE</u>	
I hereby consent to act as director of the company named on page 1	
Signature <u>G. F. Pettit</u>	Date <u>17th October 1979</u>

Name (note 2) <u>PETER ANGUS ALLAN.</u>	Business occupation <u>FARM MANAGER.</u>
Former name(s) (note 3) <u>None</u>	Nationality <u>British</u>
Address (note 4) <u>Make Me Rich Farm,</u> <u>Seaton Burn,</u> <u>Newcastle upon Tyne.</u>	Date of birth (where applicable) (note 6) <u>N/A</u>
Particulars of other directorships (note 5)	
<u>NONE</u>	
I hereby consent to act as director of the company named on page 1	
Signature <u>P. Allan.</u>	Date <u>17.10.79.</u>

Please do not
write in this
binding margin

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	Kathleen Nixon
Former name(s) (note 3)	None
Address (notes 4 & 7)	Seven Mile House
	Seaton Burn
	Northumberland
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>K. Nixon</i> Date <i>17th October 1979</i>

Important
The particulars
to be given are
those referred to
in section 21(2)(b)
of the Companies
Act 1976 and
section 200(3) of
the Companies Act
1948. Please read
the notes on page 4
before completing
this part of the form

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

*as required by
Section 1(3) of
the Companies
Act 1976

Signed by or on behalf of the subscribers of the memorandum*

†delete as
appropriate

Signature *M. R. Riley* [Subscriber] ~~[Agent]~~† Date *17th October 1979*

Signature *G. E. Patton* [Subscriber] ~~[Agent]~~† Date *17th October 1979*

Please do not
write in this
binding margin

THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

Please complete
legibly,
preferably in
black type, or
bold black
lettering

*delete if
inappropriate


Continuation sheet No. 1
to Form No. 1
Company number

1461910

Name of Company

SEVEN MILE HOUSE	Limited*
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Particulars of other directors (continued)

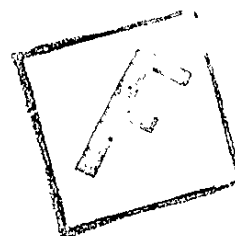
Name (note 2)	ROBERT VINCENT NIXON	Business occupation	FARMER
Former name(s) (note 3)	NONE	Nationality	BRITISH
Address (note 4)	SEVEN MILE HOUSE	Date of birth (where applicable) (note 6)	N/A
	SEATON BURN		
	NORTHUMBERLAND		
I hereby consent to act as director of the company named on page 1			
Signature		Date	17 OCTOBER 1979.

Particulars of other directorships

NONE

†delete if
inappropriate

continued overleaf†



CERTIFICATE OF INCORPORATION

No. 1461910

I hereby certify that

SEVEN MILE HOUSE LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Cardiff the

19TH NOVEMBER 1979

H. ATHERTON

Assistant Registrar of Companies