

**Statutory Declaration of compliance
with requirements on application
for registration of a company**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use

For official use

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

Name of company

* YORKCO 1066 LIMITED

* insert full
name of Company

SUZANNE CHRISTIAN HART FOR AND ON BEHALF OF YORK PLACE COMPANY SECRETARIES LIMITED

12 YORK PLACE, LEEDS, LS1 2DS

of

† delete as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 LEEDS

Declarant to sign below

the FOURTEEN day of JUNE

One thousand nine hundred and

NINETY TWO

before me

(for and on behalf of York Place
Company Secretaries Limited)

As a Notary Public or Justice of the Peace or a Commissioner for Oaths, I hereby certify that the above declaration was made before me and that the declarant is the person named in the statement delivered to the registrar under section 10(2) of the Companies Act 1985.

Presenter's name address and
reference (if any):York Place Company Services Ltd
12 York Place
Leeds LS1 2DS
Tel: 0532-420222

For official Use

New Companies Section

Post room



CHA9

This form should be completed in black.

10

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

Company name (in full)

CN: 2723 120.

For official use

YORKCO 1066 LIMITED.

Registered office of the company on incorporation.

RO: 12 YORK PLACE.

Post town LEEDS

County/Region WEST YORKSHIRE

Postcode LS1 2DS

If the memorandum is delivered by an agent for the subscribers of the memorandum mark 'X' in the box opposite and give the agent's name and address.



Name YORK PLACE COMPANY SERVICES LIMITED
RA: 12 YORK PLACE

Post town LEEDS

County/Region WEST YORKSHIRE

Postcode LS1 2DS

Number of continuation sheets attached



To whom should Companies House direct any enquiries about the information shown in this form?

YORK PLACE COMPANY SERVICES LIMITED
12 YORK PLACE, LEEDS

WEST YORKSHIRE

Postcode LS1 2DS

Telephone 0532 420222

Extension

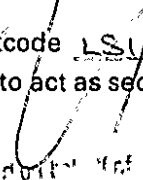
Company Secretary (See notes 1 - 5)

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS YORK PLACE COMPANY SECRETARIES LIMITED	
AD 12 YORK PLACE	
Post town LEEDS	
County/Region WEST YORKSHIRE	
Postcode LS1 2DS	Country ENGLAND
I consent to act as secretary of the company named on page 1	
Signed  for and on behalf of York Place Company Secretaries Limited	Date 3-6-92

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name ***Style/Title**
Forenames
Surname
***Honours etc**
Previous forenames
Previous surname

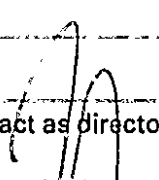
Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

* Voluntary details

Consent signature

CD YORK PLACE COMPANY NOMINEES LIMITED	
AD 12 YORK PLACE	
Post town LEEDS	
County/Region WEST YORKSHIRE	
Postcode LS1 2DS	Country ENGLAND
DO <input type="text"/>	Nationality NA <input type="text"/>
OC <input type="text"/>	
OD <input type="text"/>	
I consent to act as director of the company named on page 1	
Signed  for and on behalf of York Place Company Nominees Limited	Date 3-6-92

Directors (continued),

(See notes 1-5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

*** Voluntary details****Consent signature****CD** YORK PLACE COMPANY SECRETARIES LIMITED**AD** 12 YORK PLACE

Post town LEEDS

County/Region WEST YORKSHIRE

Postcode LS1 2DS Country ENGLAND

DO | | | | |Nationality **NA****OC****OD**

I consent to act as director of the company named on page 1

Signed

for
Yo

Dated 3-6-92

Delete if the form
is signed by the
subscribers.

Ahsin Kil

Signature of agent on behalf of all subscribers Date 3-6-92.

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

YORKCO 106G LIMITED



1. The Company's name is YORKCO 106G LIMITED

2723120.

2. The Company's registered office is to be situated in England.

3. The Company's objects are :-

(a) To carry on business as a general commercial company.

(b) To carry on any other business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever and any rights or privileges of any kind over or in respect of any property and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.

(d) To purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patents rights, brevets d'invention, licences, copyrights, secret processes, trade marks, 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 upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company.

(f) To improve, manage, cultivate, construct, repair, 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.

(g) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

(h) To lend and advance money or give credit to any person, firms or companies upon such terms and with or without security and subject to such conditions as may seem desirable and in particular to customers and others having dealings with the Company and to give guarantees or become security for any such persons firms or companies.

(i) To borrow and raise money in any manner, as the Company shall think fit, and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing 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), including its uncalled capital.

(j) To draw, make, accept, endorse, discount, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable instruments.

83591

(k) To enter into any arrangements with any government or authority (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, and to obtain from any such government or authority, corporation, company or person, any charters, contracts, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(l) To subscribe for, take, purchase, or otherwise acquire and hold shares, stock or other interests in or obligations of any other company or corporation.

(m) To promote any other company for the purpose of acquiring all or any of the property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(n) To sell, let, licence, develop or otherwise deal with the whole or any part of the undertaking of the Company, either together or in portions upon such terms, as the Company may think fit, with power to accept shares, debentures, or securities of any company purchasing the same.

(o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.

(p) To remunerate any person, firm or company rendering services to the Company.

(q) To pay out of the funds of the Company all costs and expenses of or incidental to the promotion, formation and incorporation of the Company.

(r) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees; to remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of any persons who are or were at any time in the employment or service of the Company or of any company for the time being the Company's holding company or subsidiary company as defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business and the wives, widows, families and dependents of any such persons; to make payments towards insurance; to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons as aforesaid and of their wives, widows, families and dependents.

(s) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

(t) 1. None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and the foregoing sub-clauses shall be construed independently of each other, except where the context expressly so requires and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause.

2. The Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company.

4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of the Company. Provided that nothing herein

shall prevent the payment in good faith of reasonable and proper remuneration to any Officer or retainer or instrument of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest on money lent or reasonable and proper re-payment of out-of-pocket expenses and interest on money lent or reasonable and proper rent for any premises demised or let to the Company.

5. The liability of the Members is limited.

6. Every Member of the Company undertakes to contribute to the Company's assets in the event of its being wound up while he is a Member or within one year afterwards for payment of the Company's debts and liabilities contracted before he ceases to be a Member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.

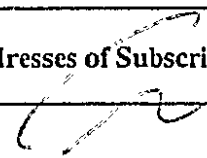
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects which are similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of property and goods by the Company and of the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and Addresses of Subscribers

York Place Company Nominees Limited
12 York Place
Leeds LS1 2DS


for and on behalf of
York Place Company Nominees Limited

York Place Company Secretaries Limited
12 York Place
Leeds LS1 2DS


for and on behalf of
York Place Company Secretaries Limited

Dated 4 June 1992

Witness to the above Signatures

Alison Kirk
12 York Place
Leeds LS1 2DS



THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

YORKCO 106G LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called 'Table A') shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) Regulations 2 to 35 inclusive, 41, 57, 59, 102 to 108 inclusive 110, 114, 116 and 117 in Table A shall not apply to the Company.

(c) Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

2. In these Articles:

'the Act' means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

3. The Company is established for the purposes expressed in the Memorandum of Association.

MEMBERSHIP

4. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Company. No person shall be admitted as a Member of the Company unless he is approved by the Directors. Every person who wishes to become a Member shall deliver to the Company an application for membership, in such form as the Directors require, executed by him.

5. A Member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.

GENERAL MEETINGS

6. The Company shall hold a General Meeting every year as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the Notice calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next, provided that so long as the Company holds its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

7. The Directors may whenever they think fit convene a General Meeting and the General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 368 of the Act. If at any time there are not within the United Kingdom (Great

Britain and Northern Ireland) sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene a General Meeting in the same manner as nearly as possible as that in which Meetings of Directors may be convened by the Directors.

8. An Annual General Meeting and a Meeting called for the passing of a Special Resolution or a Resolution appointing a Member as a Director shall be called by at least 21 clear days' notice in writing and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall specify the time and place of the meeting and in case of special business, the general nature of that business to be transacted and in the case of an Annual General Meeting shall specify the meeting as such to such persons as are, under the Articles of the Company entitled to receive such Notices from the Company. The Notice shall be given to all the Members, to the Auditors and to a Member's Personal Representative or Representatives and to his Trustee in Bankruptcy and Mortgagee in the event that a Court Order for possession has been made and provided that a Meeting of the Company shall, notwithstanding that it is called by a shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed:

(a) in the case of an Annual General meeting by all the Members entitled to attend and vote thereat; and

(b) in the case of any other Meetings by a majority vote in number of the Members having a right to attend and vote at the Meeting, being a majority representing not less than 95% of the total voting rights at that Meeting of all the Members.

PROCEEDINGS AT GENERAL MEETINGS

9. All business shall be deemed special that is transacted at a General Meeting and also all that is transacted at an Annual General Meeting, with the exception and the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and appointment and the fixing of the remuneration of the Auditors.

10. No business shall be transacted at any General Meeting unless a quorum of the Members is present at the time when the Meeting proceeds to business. Save as herein otherwise provided, two members present in person or by proxy shall be a quorum.

11. If a quorum is not present within half an hour from the time appointed for a General Meeting the General 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 Members present shall be a quorum.

12. Regulation 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.

13. Subject to the provisions of the Act, a Resolution in writing signed by all the Members for the time being entitled to receive Notice of and to attend and vote at a General Meeting of the Company shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

14. Regulation 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.

VOTES OF MEMBERS

15. (a) Subject as hereinafter provided every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

(b) Regulations 54 and 55 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

16. The Directors may from time to time and at any time appoint any Member of the Company as a Director either to fill a casual vacancy or as an additional Director provided the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 18 below. Any Member so appointed shall retain his office only until the next Annual General Meeting and shall then be eligible for re-election.

17. Save for the persons who are deemed to have been appointed as the first Directors of the Company on incorporation pursuant to Section 13(5) of the Act no person who is not a Member of the Company shall in any circumstances be eligible to hold office as Director. Regulation 44 in Table A shall not apply to the Company.

18. (a) Regulation 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two.

(c) No Director shall be liable to retire by rotation and Regulations 73 to 77 (inclusive) and Regulation 80 in Table A shall not apply to the Company. In Regulation 78 the words 'and may also determine the rotation in which any additional directors are to retire' shall be deleted.

(d) The Company may by Ordinary Resolution in General Meeting, subject to Article 17 hereof, appoint any person who is willing to act to be a Director, either to fill a vacancy or as an addition to the existing Directors.

(e) The words "of a class of shares" shall be omitted from Regulation 83 in Table A.

DISQUALIFICATION OF DIRECTORS

19. A Director shall be required to vacate his office if he ceases to become a Member or becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 in Table A shall be modified accordingly.

ALTERNATE DIRECTORS

20. (a) No person who is not a Member of the Company shall be capable of being appointed an alternate Director. Regulations 65 in Table A shall be amended accordingly.

(b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct and the first sentence of Regulation 66 in Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

21. At any meeting of the Directors or of any committee of the Directors, subject to disclosing his interest therein, a Director may vote on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting. Regulations 94 to 98 (inclusive) in Table A shall be construed accordingly.

22. The Directors shall cause minutes to be made in books kept for the purpose :-

(a) of all appointments of officers made by the Directors; and

(b) of all proceedings at meetings of the Company and of the Directors and of committees of Directors including the names of the Directors present at each such Meeting.

23. The Company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within Great Britain and Northern Ireland and who gives to the Company an address within Great Britain and Northern Ireland at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

24. A Member present either in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite of the purposes for which it was called.

BORROWING POWERS

25. Directors may exercise all the powers of the Company to borrow money of a limitless amount and upon such terms and in such manner as they think fit and to grant any mortgage charge or security over its undertaking and property thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

INDEMNITY

26. Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

COMPANY SEAL

27. Regulation 101 of Table A shall not apply to the Company. The company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, and the Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and the secretary or a second director.

RULES OR BYELAWS

28. The Directors may from time to time make such Rules or Byelaws as they consider necessary or convenient for the right and proper execution and government of the Company and for the purposes of laying down the categories and terms of Membership and in particular:-

(a) the embodiment of Members of the Company and their respective rights and privileges and the terms of membership, resignation of membership and any fees, charges and contributions payable by the Members.

(b) the behaviour of Members of the Company in relation to each other and to the Company and any of the Company's instruments and retainers.

(c) the line of conduct at Meetings and committees of Directors of the Company in so far as such line of conduct is not directed by these Articles

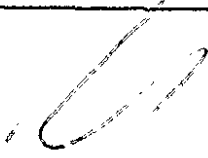
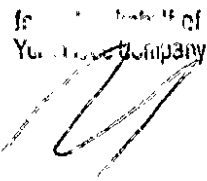
(d) any business likely to be governed by Company Rules or guidelines appropriate to the Company.

At any General Meeting the Company has the power to make any changes to the Rules and Byelaws provided that no Rule or Byelaw shall be contrary or affect or nullify the Memorandum or Articles of Association of the Company and the Directors shall be responsible in bringing to the notice of the Members of the Company all existing Rules and Byelaws and any subsequent changes thereto which until such times as is otherwise altered at a General Meeting shall be in force and shall be binding on

all Members of the Company.

Names and Addresses of Subscribers

York Place Company Nominees Limited
12 York Place
Leeds LS1 2DS


for  of
York Place Company Nominees Limited

York Place Company Secretaries Limited
12 York Place
Leeds LS1 2DS

for 
York Place Company Secretaries Limited

Dated 4 June 1992

Witness to the above Signatures

Alison Kirk
12 York Place
Leeds LS1 2DS



FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2723120

I hereby certify that

YORKCO 106G LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 16 JUNE 1992

P. Bevan
P. BEVAN

an authorised officer



THE COMPANIES ACT 1985

COMPANY NUMBER : 2723120

SPECIAL RESOLUTION OF

YORKCO 106G LIMITED

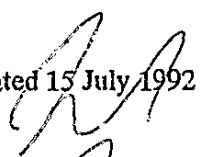
We, the undersigned, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings **HEREBY PASS** the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Clause 53 in Table A (which Clause is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

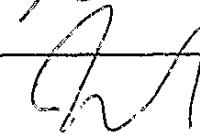
It is resolved:

That the name of the company be changed to

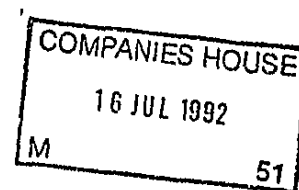
**YORKSHIRE & HUMBERSIDE DEVELOPMENT ASSOCIATION
LIMITED**

Dated 15 July 1992


_____ for and on behalf of York Place Company Nominees Ltd


_____ for and on behalf of York Place Company Secretaries Ltd

York Place Company Services Ltd
12 York Place
Leeds LS1 2DS
Tel: 0532 420222



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2723120

I hereby certify that

YORKCO 106G LIMITED

having by special resolution changed its name,

is now incorporated under the name of

**YORKSHIRE & HUMBERSIDE DEVELOPMENT
ASSOCIATION LIMITED**

Given under my hand at the Companies Registration Office,

Cardiff the 27 JULY 1992

A handwritten signature in black ink, appearing to read 'L. Parry'.

MRS. L. PARRY

an authorised officer

G

COMPANIES FORM No. 225(2)

225(2)

**Notice of new accounting
reference date given after the
end of an accounting reference
period by a parent or subsidiary
undertaking or by a company
subject to an administration order**

Please do not
write in this
margin

Pursuant to section 225(2) of the Companies Act 1985
as inserted by section 3 of the Companies Act 1985

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

1 To the Registrar of Companies
(Address overleaf—Note 7)

Company number

2723120

Name of company

* YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION
LIMITED

*Insert full name
of company

Note

Details of day and
month in 2, 3 and 4
should be the same.
Please read notes 1
to 6 overleaf before
completing this form

2 gives notice that the company's new accounting reference
date on which the previous accounting reference period and
each subsequent accounting reference period of the company
is to be treated as coming, or as having come, to an end is

Day Month

31 03

†Delete as
appropriate

3 The previous accounting reference period of the company is
to be treated as (shortened) ~~(extended)~~ and (is to be treated
as having come to an end) ~~(will come to an end)~~ on

Day Month Year

31 03 1993

If neither of these
statements can be
completed, this
notice cannot be
given.

4 If this notice is given by a company which is a subsidiary or parent undertaking but which is not subject to an
administration order, the following statement should be completed:

The company is a ~~(subsidiary)~~ ^{parent} undertaking of

THORBUZZ LIMITED

company number 2807018

the accounting reference date of which is 31 MARCH

5 If this notice is given by a company which is subject to an administration order, the following statement should be
completed:

An administration order was made in relation to the company on

and it is still in force.

‡ Insert
Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

6 Signed

Designation‡

Secretary

Date

3/11/93

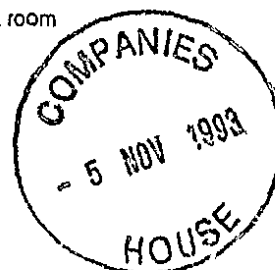
Presenter's name, address, telephone
number and reference (if any).

SUSIE SMITH
COMMERCIAL LAW UNIT
CITY HALL
BRADFORD
BD1 1HY

tel: 0274 754254

For official use
D.E.B.

Post room



THE COMPANIES ACT 1985

COMPANY NUMBER : 2723120

SPECIAL RESOLUTION OF

**YORKSHIRE & HUMBERSIDE DEVELOPMENT ASSOCIATION
LIMITED**

I, the undersigned, being the duly authorised representative of the sole member for the time being of the above-named Company **HEREBY PASS** the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Clause 53 in Table A (which Clause is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved:

That the documents attached hereto and, for the purpose of identification, marked "A" be and they are hereby adopted as the new Memorandum and Articles of Association of the Company to the exclusion of and in substitution for the existing Memorandum and Articles of Association.

Dated 31 July 1992

S. Hart for and on behalf of York Place Company Nominees Ltd

York Place Company Services Ltd
12 York Place
Leeds LS1 2DS
Tel: 0532 420222



THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED

(As amended by special resolution dated 31 July 1992)

1. The Company's name is **YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED**.

2. The Company's registered office shall be situated in England.

3. The Company is established for the following object:

To promote the economic development of that part of the United Kingdom (hereinafter called "The Yorkshire and Humberside Region") made up of the Administrative counties of Humberside, North Yorkshire, South Yorkshire and West Yorkshire for the well-being of its people, complementing the work of other organisations.

The object shall be pursued by the Company in an independent and non-political manner.

4. The Company shall have the following powers to be exercised exclusively in furtherance of the incidental to the above object:

(i) to promote the association of governmental agencies and local authorities, voluntary organisations, trade unions, employers, the professions and the inhabitants of the Yorkshire and Humberside Region in a common effort to advance and create and provide facilities for employment.

(ii) to assist, promote and encourage existing and new industry and commerce to develop in the Yorkshire and Humberside Region and to encourage and promote the creation of employment opportunities within the Yorkshire and Humberside Region for the benefit of the area and its inhabitants.

(iii) to investigate the needs of industry and commerce and to advertise and promote the benefits of the Yorkshire and Humberside region as a location for the expansion and creation of industry and commerce.

(iv) to promote the interests of commerce and industry in the Yorkshire and Humberside Region in all circles of local and central government and administration in the United Kingdom, the European Community and elsewhere in all quasi-governmental bodies and agencies in such places.

(v) to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or concession or co-operation with any person, partnership or company, company carrying on, engaged in, or about to carry on or engage in any business or transaction capable of

being conducted so as directly or indirectly to further the objects of the Company or any of them.

(vi) to provide or produce expert advice and consultancy services to enable or assist any individual company, firm, undertaking, partnership, co-operative or other group to establish a new business or enterprise or to expand an existing business or enterprise within the Yorkshire and Humberside Region and to make such available on a commercial or subsidised basis as may be considered appropriate.

(vii) to direct prospective business and enterprise to existing resources within the Yorkshire and Humberside Region for the provision of buildings, land, materials, plant and finance.

(viii) to promote, encourage, sponsor, make grants to, organise or assist any individual company, firm, undertaking, partnership, co-operative or other group to examine the feasibility of or to undertake on an experimental basis any enterprise or project which, if successful, seems likely to provide employment opportunities for the inhabitants of the Yorkshire and Humberside Region.

(ix) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal estate which may be deemed appropriate.

(x) to sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Company to carry out works necessary or convenient for the objects of the Company.

(xi) to take any gift or property, whether subject to any special trust or not, for any one or more of the objects of the Company.

(xii) to print and publish any newspapers, periodicals, books or leaflets or arrange seminars or similar information sessions that the Company may think fit.

(xiii) to borrow or raise or secure the payment of money in such manner as the Company may think fit.

(xiv) to undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the Company.

(xv) to draw, make accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(xvi) to subscribe or guarantee money for any national, regional, charitable, benevolent, public, general or useful object or for any purpose which may be considered likely to further the interests of the Company or its members.

(xvii) to apply for, promote and obtain any Act of Parliament, Order or licence of the Department of Trade or other authority for enabling the Company to carry its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the Company's interest and to oppose any proceedings on applications which may seem calculated to directly or indirectly prejudice the Company's interests.

(xviii) to do all such other lawful things as are incidental or conducive to the attainment of the above powers or any of them.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, for payment of the debts

and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

7. In addition to its trading income from its commercial activities the Company's activities will be financed by donations (either in cash or kind) from its members and others together with any grants, loans or donations that it may be able to obtain from outside sources. Any surplus which may incidentally be made will not be distributed amongst its members but will be applied by the Company towards further attainment of the Company's objectives. No income of the Company whensoever derived may be paid or transferred either directly or indirectly to any of its members or to any person charged with the control and direction of its affairs by way of dividend, gift, division, bonus or otherwise by way of profit, always provided that nothing herein contained precludes the payment in good faith of reasonable remuneration for goods, labour or power supplied or for services rendered or of reasonable interest for money lent or of reasonable rent for any premises.

8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among all local authorities which at that time are making financial contributions to the Company in proportion to the financial contribution made by each local authority to the Company from the date of the Company's formation to the date of dissolution or winding up.

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

NAMES AND ADDRESSES OF SUBSCRIBERS

York Place Company Nominees Limited
12 York Place
Leeds
LS1 2DS

York Place Company Secretaries Limited
12 York Place
Leeds
LS1 2DS

Dated 4 June 1992

Witness to the above signatures

Alison Kirk
12 York Place
Leeds

THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED

(As adopted by special resolution dated 31 July 1992)

PRELIMINARY

1. The regulations contained in Table C in the Companies (Tables A-F) Regulations 1985 shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company. References herein to regulations are to regulations in the said Table C unless otherwise stated.

INTERPRETATION

2. In these Articles:-

"The Act" means the Companies Act 1985 and any subsequent amendment thereto

"The Seal" means the Common Seal of the Company

"The Secretary" means any person appointed to perform the duties of the secretary of the Company

"The United Kingdom" means Great Britain and Northern Ireland

"The Articles" means the articles of the Company

"Clear Days" in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

"Executed" includes any mode of execution

"Office" means the Registered Office of the Company

"Management Directorate of the Company" means those full time employees of the Company holding the posts of Chief Executive and Director or other equivalent

3. The members of the Company shall be limited to those persons appointed as Directors of the Company under Article 33 hereof unless the Board of Directors determines otherwise.

4. Applications for membership of the Company shall be made in writing and addressed to the Company Secretary. The Board of Directors shall determine all applications for membership of the Company.

GENERAL MEETINGS

5.(i) The Company shall in September of each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.

Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint.

(ii) At any Annual General Meeting the Company shall:-

(a) receive the Annual Report and Accounts

(b) elect Auditors

(c) consider any amendment to the Articles of Association of which proper notice has been given hereunder

(d) conduct any other business required by law

and shall conduct no other business

(iii) The Chairman of the Company shall be the person appointed as Chairman of the Board of Directors under Article 33 hereof

6. All general meetings, other than annual general meetings shall be called extraordinary general meetings.

7. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition, or, in default, may be convened by such requisitionists as provided by the Act.

NOTICE OF GENERAL MEETINGS

8. An annual general meeting called for the passing of a special resolution shall be called by twenty one days' notice in writing at the least, and a meeting of the Company other than an annual general meeting or the meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles of the Company entitled to receive such notices from the Company. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed.

(a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and

(b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety five per cent of the total voting rights at that meeting of all the members.

9. The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AND REPRESENTATION AT GENERAL MEETINGS

10. For the purposes of representation of Company Members at general meetings each member shall have one vote.

11. All business shall be deemed special business that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and auditors, and the appointment of, and the fixing of the remuneration of, the auditors.

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided. A quorum shall be not less than 50% of the number of members at the date of the meeting.

13. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting 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.

14. The Chairman of the Board of Directors, shall be entitled to take the chair at all general meetings of the Company. If there shall be no such Chairman or if such Chairman is not present within fifteen minutes of the time appointed for the meeting or if the Chairman is not willing to take the chair the Directors present shall elect one of their number to be chairman of the meeting.

15. If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.

16. A Director shall be entitled to attend and speak at any general meeting.

17. 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. When a meeting is adjourned for fourteen days or more at least seven clear days notice shall be given specifying the nature of the business to be transacted. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

18. 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:-

(a) by the Chairman; or

(b) by at least two members.

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 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 but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

19. Except as provided in Article 20, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which a show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

21. A poll demanded on the election of a Chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, not being more than thirty days after the poll is demanded. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken.

22. Subject to the provisions of the Act a resolution in writing signed by or on behalf of all the members for the time being entitled to receive notice of and to attend and vote at general meetings 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.

VOTES OF MEMBERS

23. On a show of hands and on a poll each member in attendance shall have one vote.

24. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors should be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting or should be handed to the Secretary before the meeting at which it is to take effect and an instrument of proxy which is not deposited or delivered in the manner so permitted shall be invalid.

25. No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

26. The instrument appointing a proxy shall be in writing. A proxy need not be a member of the Company.

27. Any instrument appointing a proxy shall be in the following form, or as near thereto as circumstances admit:

YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED

"I _____ of _____ in the County of _____ being a member of the above named Company, hereby appoint _____ of _____ or failing him _____ of _____ as my proxy to vote for me on my behalf at the annual/extraordinary general meeting of the Company to be held on the ____ day of _____ and at any adjournment thereof.

Signed th' _____ day of _____."ls1

28. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"I/We _____ of _____ in the County of _____ being a member (members) of the above named Company, hereby appoint _____ of _____ or failing him _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the annual/extraordinary general meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.

Signed this _____ day of _____..ls1

"This form is to be used in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit or abstain from voting."

29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such revocation as aforesaid shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

MEMBERS REPRESENTATION AT MEETINGS

31. Any member of the Company may by written authority of a director or officer or other duly authorised person authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the member which he represents as that member is entitled to exercise as a member of the Company provided that the members may from time to time designate the categories of persons from which such representatives shall be drawn.

NUMBER AND APPOINTMENT OF DIRECTORS

32. Unless and until otherwise determined by special resolutions of the Company, the directors (disregarding alternate directors) shall be maximum eleven in number.

33.(a) While subscribing to the activities of the Company the Humberside County Council shall be entitled to appoint one person to be a Director of the Company and one person to be alternate Director of the Company.

(b) While subscribing to the activities of the Company the North Yorkshire County Council shall be entitled to appoint one person to be a Director of the Company and one

person to be an alternate Director of the Company.

(c) While subscribing to the activities of the Company the Councils situated in the administrative County of South Yorkshire shall be entitled to appoint one person to be a Director of the Company and one person to be an alternate Director of the Company

(d) While subscribing to the activities of the Company the Councils situated in the administrative County of West Yorkshire shall be entitled to appoint one person to be a Director of the Company and one person to be an alternate Director of the Company

(e) The Yorkshire and Humberside regional Trades Unions Congress shall be entitled to appoint one person to be a Director of the Company and one person to be an alternate Director of the Company

(f) The Management Directorate of the Company shall be entitled to appoint two persons to be Directors of the Company one of whom shall be the designated senior postholder.

(g) The Chairman of the Yorkshire and Humberside Development Association at 10 July 1992 may appoint three persons to be Directors of the Company. The persons so appointed shall each be entitled to appoint one person to be alternate Directors of the Company.

(h) The Directors appointed under Article 33(a)–(g) hereof shall appoint one other person to be a Director of the Company and the person so appointed shall be the Chairman of the Board of Directors and the Chairman of the Company.

(i) Regulations 66–69 of Table A shall apply in respect of Alternate Directors.

(j) The Directors appointed under Article 33(a) to (h) hereof shall be known as the First Directors and shall resign on the date of the Company's first Annual General Meeting.

(k) Seven of the subsequent Directors of the company shall be appointed in the manner prescribed in Article 33(a)–(f) hereof.

(l) A further three of the subsequent Directors shall be appointed from those private sector bodies subscribing to the activities of the Company and their manner of appointment shall be determined by the first Directors.

(m) The eleventh subsequent Director shall be appointed by the other ten subsequent Directors and the person so appointed shall be Chairman of the Board of Directors and Chairman of the Company.

POWERS AND DUTIES OF DIRECTORS

34. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

35. The Directors may from time to time, and at any time by power of attorney appoint any person to be the agent of the Company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers.

36. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn,

accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

37. The Directors shall cause minutes to be made in books provided for that purpose:—

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors

DISQUALIFICATION OF DIRECTORS

38. The office of Director shall be vacated if a Director:—

- (a) ceases to be a Director by virtue of any provision of the Act or these Articles or becomes prohibited by law from being a Director; or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) is or may be suffering from mental disorder and either
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Scotland) Act 1984; or
 - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) resigns his office by notice to the Company; or
- (e) shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
- (f) being a Director deriving such position under Article 33(a)–(d) hereof ceases to be an elected member of a local authority by which he was appointed.

DIRECTORS APPOINTMENTS AND INTERESTS

39. Subject to the provisions of the Act and provided that he had disclosed to the Directors the nature and extent of any material interest of his a Director notwithstanding his office:—

- (a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested
- (b) may be a Director or other officer of or employed by or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested
- (c) shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be voided on the ground of any such interest or benefit **PROVIDED THAT** no Director with a material interest shall take part in the discussion of or voting on any matter in which he has such an interest.

ACCOUNTS

48. The Directors shall cause accounting records to be kept in accordance with the Act and any subsequent amendment thereto.

49. The accounting records shall be kept at the Registered Office of the Company or, subject to the Act, at such other places as the Directors think fit and shall always be open to the inspection of the officers of the Company.

50. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members, and no member shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

51. The Directors shall from time to time in accordance with the Act 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 referred to in the Act.

52. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the auditor's report and the Director's report shall not less than twenty-one clear days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

AUDIT

53. Auditors shall be appointed and their duties regulated in accordance with the Act and all subsequent amendments thereto.

NOTICES

54. A notice may be given by the Company to any member by sending it by post to the address within the United Kingdom under which such member is registered in the register of members. Where a notice is sent by post, service of the notice shall be deemed to be affected by properly addressing, repaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of forty-eight hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

THE CHIEF EXECUTIVE

55. The Directors may from time to time appoint any person to be the Chief Executive of the Company for such period and on such terms as they think fit, and, subject to the terms of any Agreement entered into in any particular case may revoke such appointment. The Chief Executive shall receive such remuneration as the Directors may determine.

The Directors may entrust to and confer upon the Chief Executive of the Company any powers, exercisable by them upon such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

WINDING UP

56. The provision of Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were

40. For the purpose of Article 39:-

(a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent as specified;

(b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

PROCEEDINGS OF DIRECTORS

41. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have no second or casting vote. The Secretary on the requisition of two Directors shall at any time summon a meeting of the Directors. Notice of any meeting of Directors shall be deemed to be adequately given if given to a Director personally or sent by post to him at the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him.

42. The quorum necessary for the transaction of the business of the Directors shall be seven

43. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed pursuant to the Articles of the Company as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of summoning a general meeting of the company but for no other purpose.

44. The Directors may delegate any of their powers to committees consisting of three or more Directors. They may also delegate to any Chief Executive or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any condition the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions the proceedings of the Committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

45. 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 effectual as if it had been passed at a meeting of the Directors duly convened and held.

SECRETARY

46. Subject to the Act the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

THE SEAL

47. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors in that behalf, and every instrument which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or a second Director or some other person appointed by the Directors for the purpose.

repeated in these Articles.

INDEMNITY

57. Subject to the provisions of and so far as can be permitted by statute and by the Memorandum and Articles every Director, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharging of his duties or in relation thereto.

NAMES AND ADDRESSES OF SUBSCRIBERS

York Place Company Nominees Limited
12 York Place
Leeds
LS1 2DS

York Place Company Secretaries Limited
12 York Place
Leeds
LS1 2DS

Dated 4 June 1992

Witness to the above signatures

Alison Kirk
12 York Place
Leeds
LS1 2DS

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2723120


The Registrar of Companies for England and Wales hereby certifies that
YORKSHIRE & HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED

having by special resolution changed its name, is now incorporated
under the name of
YORKSHIRE AND HUMBERSIDE DEVELOPMENT AGENCY

Given at Companies House, Cardiff, the 10th October 1994



C02723120T


MRS. L. PARRY

For the Registrar of Companies



C O M P A N I E S H O U S E

HC0065

Number of Company : 2723120

The Companies Act 1985

COMPANY LIMITED BY SHARES *GUARANTEE*

SPECIAL RESOLUTION

(Pursuant to s.378(2) of the Companies Act 1985)

OF

YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED

Passed 15 September 1994

At an ANNUAL GENERAL MEETING of the above-named Company, duly convened, and held at Westgate House, 100 Wellington Street, Leeds, West Yorkshire, LS1 4LT on the 15th day of September 1994 the following SPECIAL RESOLUTION was duly passed :

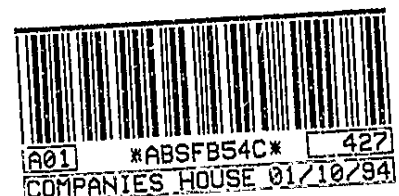
RESOLUTION

That the name of the Company be changed to

YORKSHIRE AND HUMBERSIDE DEVELOPMENT AGENCY

Director *[Signature]*

Secretary *[Signature]*



G

COMPANIES FORM No. 30(5)(c)

Declaration on change of
name omitting "limited"
or its Welsh equivalent

30(5)(c)

Please do not
write in
this margin

Pursuant to section 30(5)(c) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

[] [] [] [] [] []

2723120

Name of company

* YORKSHIRE AND HUMBERSIDE DEVELOPMENT AGENCY
[FORMERLY YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED]* insert full
name of company

I, ALLEN RODNEY SYKES

of CITY HALL BRADFORD BD1 1HY

† delete as
appropriate[a director] [the secretary] † of YORKSHIRE AND HUMBERSIDE DEVELOPMENT AGENCY
[FORMERLY YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED] *do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of
the above Act.And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the
Statutory Declarations Act 1835.Declared at LOW DOW

Declarant to sign below

the 16th day of SEPTEMBEROne thousand nine hundred and ninety fourbefore me C. SmithA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

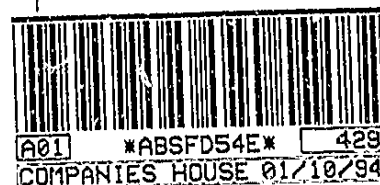
AR Sykes

Presentor's name address and
reference (if any):SUSIE SMITH
COMMERCIAL EDUCATOR
CITY OF BRADFORD MET. COUNCIL
CITY HALL BRADFORD
BD1 1HY

TEL: 0294 754254

For official Use
General Section

Post room





THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED

(As adopted by special resolution dated 15 September 1994)

1. The Company's name is **YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED.**

2. The Company's registered office shall be situated in England.

3. The Company is established for the following object:

To promote the economic development of that part of the United Kingdom (hereinafter called "The Yorkshire and Humberside Region") made up of the Administrative counties of Humberside, North Yorkshire, South Yorkshire and West Yorkshire for the well-being of its people, complementing the work of other organisations.

The object shall be pursued by the Company in an independent and non-political manner.

4. The Company shall have the following powers to be exercised exclusively in furtherance of or incidental to the above object:

- (i) to promote the association of governmental agencies and local authorities, voluntary organisations, trade unions, employers, the professions and the inhabitants of the Yorkshire and Humberside Region in a common effort to advance and create and provide facilities for employment.
- (ii) to assist, promote and encourage existing and new industry and commerce to develop in the Yorkshire and Humberside Region and to encourage and promote the creation of employment opportunities within the Yorkshire and Humberside Region for the benefit of the area and its inhabitants.
- (iii) to investigate the needs of industry and commerce and to advertise and promote the benefits of the Yorkshire and Humberside region as a location for the expansion and creation of industry and commerce.

- (iv) to promote the interests of commerce and industry in the Yorkshire and Humberside Region in all circles of local and central government and administration in the United Kingdom, the European Community and elsewhere in all quasi-governmental bodies and agencies in such places.
- (v) to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or concession or co-operation with any person, partnership or company, company carrying on, engaged in, or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to further the objects of the Company or any of them.
- (vi) to provide or produce expert advice and consultancy services to enable or assist any individual company, firm, undertaking, partnership, co-operative or other group to establish a new business or enterprise or to expand an existing business or enterprise within the Yorkshire and Humberside Region and to make such available on a commercial or subsidised basis as may be considered appropriate.
- (vii) to direct prospective business and enterprise to existing resources within the Yorkshire and Humberside Region for the provision of buildings, land, materials, plant and finance.
- (viii) to promote, encourage, sponsor, make grants to, organise or assist any individual company, firm, undertaking, partnership, co-operative or other group to examine the feasibility of or to undertake on an experimental basis any enterprise or project which, if successful, seems likely to provide employment opportunities for the inhabitants of the Yorkshire and Humberside Region.
- (ix) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal estate which may be deemed appropriate.
- (x) to sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Company to carry out works necessary or convenient for the objects of the Company.
- (xi) to take any gift or property, whether subject to any special trust or not, for any one or more of the objects of the Company.
- (xii) to print and publish any newspapers, periodicals, books or leaflets or arrange seminars or similar information sessions that the Company may think fit.
- (xiii) to borrow or raise or secure the payment of money in such manner as the Company may think fit.

- (xiv) to undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the Company.
 - (xv) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
 - (xvi) to subscribe or guarantee money for any national, regional, charitable, benevolent, public, general or useful object or for any purpose which may be considered likely to further the interests of the Company or its members.
 - (xvii) to apply for, promote and obtain any Act of Parliament, Order or licence of the Department of Trade or other authority for enabling the Company to carry its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the Company's interest and to oppose any proceedings on applications which may seem calculated to directly or indirectly prejudice the Company's interests.
 - (xviii) to do all such other lawful things as are incidental or conducive to the attainment of the above powers or any of them.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
7. In addition to its trading income from its commercial activities the Company's activities will be financed by donations (either in cash or kind) from its members and others together with any grants, loans or donations that it may be able to obtain from outside sources. Any surplus which may incidentally be made will not be distributed amongst its members but will be applied by the Company towards further attainment of the Company's objectives. No income of the Company whensoever derived may be paid or transferred either directly or indirectly to any of its members or to any person charged with the control and direction of its affairs by way of dividend, gift, division, bonus or otherwise by way of profit, always provided that nothing herein contained precludes the payment in good faith of reasonable remuneration for goods, labour or power supplied or for services rendered or of reasonable interest for money lent or of reasonable rent for any premises.
8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among all local authorities which at that time are making financial contributions to the Company in proportion to the financial contribution

made by each local authority to the Company from the date of the Company's formation to the date of dissolution or winding up.

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

NAMES AND ADDRESSES OF SUBSCRIBERS

York Place Company Nominees Limited
12 York Place
Leeds
LS1 2DS

York Place Company Secretaries Limited
12 York Place
Leeds
LS1 2DS

Dated 4 June 1992

Witness to the above signatures

Alison Kirk
12 York Place
Leeds LS1 2DS

THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED

(As adopted by special resolution dated 15 September 1994)

PRELIMINARY

1. The regulations contained in Table C in the Companies (Tables A-F) Regulations 1985 shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company. References herein to regulations are to regulations in the said Table C unless otherwise stated.

INTERPRETATION

2. In these Articles:-

"The Act"	means the Companies Act 1985 and any subsequent amendment thereto
"The Seal"	means the Common Seal of the Company
"The Secretary"	means any person appointed to perform the duties of the secretary of the Company
"The United Kingdom"	means Great Britain and Northern Ireland
"The Articles"	means the articles of the Company
"Clear Days"	in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Executed"	includes any mode of execution
"Office"	means the Registered Office of the Company

**"Management
Directorate of the
Company"**

means the Chairman for the time being of the Company and those full time employees of the Company holding the position of Executive Director or other position from time to time designated by the Board of Directors

3. The members of the Company shall be limited to those persons appointed as Directors of the Company under Article 33 hereof unless the Board of Directors determines otherwise.
4. Applications for membership of the Company shall be made in writing and addressed to the Company Secretary. The Board of Directors shall determine all applications for membership of the Company.

GENERAL MEETINGS

5. (i) The Company shall in the months of August or September of each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint.
 - (ii) At any Annual General Meeting the Company shall:-
 - (a) receive the Annual Report and Accounts
 - (b) elect Auditors
 - (c) consider any amendment to the Articles of Association of which proper notice has been given hereunder
 - (d) conduct any other business required by lawand shall conduct no other business
 - (iii) The Chairman of the Company shall be the person appointed as Chairman of the Board of Directors under Article 33 hereof
6. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.

7. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition, or, in default, may be convened by such requisitionists as provided by the Act.

NOTICE OF GENERAL MEETINGS

8. An annual general meeting called for the passing of a special resolution shall be called by twenty one days' notice in writing at the least, and a meeting of the Company other than an annual general meeting or the meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed.
- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety five per cent of the total voting rights at that meeting of all the members.
9. The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AND REPRESENTATION AT GENERAL MEETINGS

10. For the purposes of representation of Company Members at general meetings each member shall have one vote.
11. All business shall be deemed special business that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and auditors, and the appointment of, and the fixing of the remuneration of, the auditors.
12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided. A quorum shall be not less than 50% of the number of members at the date of the meeting.

13. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting 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.
14. The Chairman of the Board of Directors, shall be entitled to take the chair at all general meetings of the Company. If there shall be no such Chairman or if such Chairman is not present within fifteen minutes of the time appointed for the meeting or if the Chairman is not willing to take the chair the Directors present shall elect one of their number to be chairman of the meeting.
15. If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
16. A Director shall be entitled to attend and speak at any general meeting.
17. 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. When a meeting is adjourned for fourteen days or more at least seven clear days notice shall be given specifying the nature of the business to be transacted. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
18. 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:-
 - (a) by the Chairman; or
 - (b) by at least two members.

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 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 but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

19. Except as provided in Article 20, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which a show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
21. A poll demanded on the election of a Chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, not being more than thirty days after the poll is demanded. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken.
22. Subject to the provisions of the Act a resolution in writing signed by or on behalf of all the members for the time being entitled to receive notice of and to attend and vote at general meetings 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.

VOTES OF MEMBERS

23. On a show of hands and on a poll each member in attendance shall have one vote.
24. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the Directors should be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting or should be handed to the Secretary before the meeting at which it is to take effect and an instrument of proxy which is not deposited or delivered in the manner so permitted shall be invalid.
25. No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
26. The instrument appointing a proxy shall be in writing. A proxy need not be a member of the Company.
27. Any instrument appointing a proxy shall be in the following form, or as near thereto as circumstances admit:

YORKSHIRE AND HUMBERSIDE DEVELOPMENT ASSOCIATION LIMITED

"I _____ of _____ in the County of _____ being a member of the above named Company, hereby appoint _____ of _____ or failing him _____ of _____ as my proxy to vote for me on my behalf at the annual/extraordinary general meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.

Signed this _____ day of _____."..ls1

28. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"I/We _____ of _____ in the County of _____ being a member (members) of the above named Company, hereby appoint _____ of _____ or failing him _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the annual/extraordinary general meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.

Signed this _____ day of _____..ls1

- (e) The Yorkshire and Humberside Regional Trades Union Congress shall be entitled to appoint one person to be a Director of the Company and one person to be an associate Director of the Company
- (f) The Management Directorate of the Company shall be entitled to appoint up to two employees of the Company to be Directors of the Company.
- (g) The Chairman of the Yorkshire and Humberside Development Association at 10 July 1992 may appoint three persons to be Directors of the Company. The persons so appointed shall each be entitled to appoint one person to be associate Directors of the Company.
- (h) The Directors appointed under Article 33(a)-(g) hereof shall appoint one other person to be a Director of the Company and the person so appointed shall be the Chairman of the Board of Directors and the Chairman of the Company.
- (i) A Director may appoint an associate Director for such a period and subject to such conditions as he thinks fit and such associate Director will act as agent of the Director who appointed him and will not be responsible for his own acts and defaults.
- (j) Regulations 66-68 of Table A shall apply in respect of associate Directors.
- (k) The Directors appointed under Article 33(a) to (h) hereof shall be known as the First Directors and shall resign on the date of the Company's first Annual General Meeting.
- (l) Up to seven of the subsequent Directors of the company shall be appointed in the manner prescribed in Article 33(a)-(f) hereof.
- (m) A further three of the subsequent Directors shall be appointed from those private sector bodies subscribing to the activities of the Company and their manner of appointment and removal shall be determined by the Directors for the time being.
- (n) The further subsequent Director shall be appointed by the other Directors and the person so appointed shall be Chairman of the Board of Directors and Chairman of the Company.

POWERS AND DUTIES OF DIRECTORS

34. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act

of the Directors which would have been valid if that regulation had not been made. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

35. The Directors may from time to time, and at any time by power of attorney appoint any person to be the agent of the Company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers.
36. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
37. The Directors shall cause minutes to be made in books provided for that purpose:-
 - (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors

DISQUALIFICATION OF DIRECTORS

38. The office of Director shall be vacated if a Director:-
 - (a) ceases to be a Director by virtue of any provision of the Act or these Articles or becomes prohibited by law from being a Director; or
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) is or may be suffering from mental disorder and either
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Scotland) Act 1984; or
 - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - (d) resigns his office by notice to the Company; or

- (e) shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
- (f) being a Director deriving such position under Article 33(a)-(d) hereof ceases to be an elected member of a local authority in the County area which he represents; or
- (g) being a Director deriving such position under Article 33(f) hereof ceases to be an employee of the Company.

DIRECTORS APPOINTMENTS AND INTERESTS

39. Subject to the provisions of the Act and provided that he had disclosed to the Directors the nature and extent of any material interest of his as a Director notwithstanding his office:-

- (a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested
- (b) may be a Director or other officer of or employed by or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested
- (c) shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be voided on the ground of any such interest or benefit PROVIDED THAT no Director with a material interest shall take part in the discussion of or voting on any matter in which he has such an interest.

40. For the purpose of Article 39:-

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent as specified;
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

PROCEEDINGS OF DIRECTORS

41. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have no second or casting vote. The Secretary on the requisition of the Chairman or of two Directors shall at any time summon a meeting of the Directors. Notice of any meeting of Directors shall be deemed to be adequately given if given to a Director personally or sent by post to him at the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him.
42. The quorum necessary for the transaction of the business of the Directors shall be five.
43. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed pursuant to the Articles of the Company as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of summoning a general meeting of the company but for no other purpose.
44. The Directors may delegate any of their powers to committees consisting of three or more Directors. They may also delegate to any Chief Executive or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any condition the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions the proceedings of the Committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.
45. 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 effectual as if it had been passed at a meeting of the Directors duly convened and held.

SECRETARY

46. Subject to the Act the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

THE SEAL

47. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors in that behalf, and every instrument which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or a second Director or some other person appointed by the Directors for the purpose.

ACCOUNTS

48. The Directors shall cause accounting records to be kept in accordance with the Act and any subsequent amendment thereto.
49. The accounting records shall be kept at the Registered Office of the Company or, subject to the Act, at such other places as the Directors think fit and shall always be open to the inspection of the officers of the Company.
50. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members, and no member shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.
51. The Directors shall from time to time in accordance with the Act 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 referred to in the Act.
52. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the auditor's report and the Director's report, shall not less than twenty-one clear days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

AUDIT

53. Auditors shall be appointed and their duties regulated in accordance with the Act and all subsequent amendments thereto.

NOTICES

54. A notice may be given by the Company to any member by sending it by post to the address within the United Kingdom under which such member is registered in the register of members. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of forty-eight hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

THE CHIEF EXECUTIVE

55. The Directors may from time to time appoint any person to be the Chief Executive of the Company for such period and on such terms as they think fit, and, subject to the terms of any Agreement entered into in any particular case may revoke such appointment. The Chief Executive shall receive such remuneration as the Directors may determine.

The Directors may entrust to and confer upon the Chief Executive of the Company any powers, exercisable by them upon such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

WINDING UP

56. The provision of Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

INDEMNITY

57. Subject to the provisions of and so far as can be permitted by statute and by the Memorandum and Articles every Director, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

NAMES AND ADDRESSES OF SUBSCRIBERS

York Place Company Nominees Limited
12 York Place
Leeds
LS1 2DS

York Place Company Secretaries Limited
12 York Place
Leeds
LS1 2DS

Dated 4 June 1992

Witness to the above signatures

Alison Kirk
12 York Place
Leeds
LS1 2DS

THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

YORKSHIRE AND HUMBERSIDE DEVELOPMENT AGENCY

(As adopted by special resolution dated 15 September 1994)

1. The Company's name is **YORKSHIRE AND HUMBERSIDE DEVELOPMENT AGENCY**.

2. The Company's registered office shall be situated in England.

3. The Company is established for the following object:

To promote the economic development of that part of the United Kingdom (hereinafter called "The Yorkshire and Humberside Region") made up of the Administrative counties of Humberside, North Yorkshire, South Yorkshire and West Yorkshire for the well-being of its people, complementing the work of other organisations.

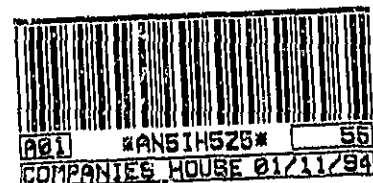
The object shall be pursued by the Company in an independent and non-political manner.

4. The Company shall have the following powers to be exercised exclusively in furtherance of or incidental to the above object:

(i) to promote the association of governmental agencies and local authorities, voluntary organisations, trade unions, employers, the professions and the inhabitants of the Yorkshire and Humberside Region in a common effort to advance and create and provide facilities for employment.

(ii) to assist, promote and encourage existing and new industry and commerce to develop in the Yorkshire and Humberside Region and to encourage and promote the creation of employment opportunities within the Yorkshire and Humberside Region for the benefit of the area and its inhabitants.

(iii) to investigate the needs of industry and commerce and to advertise and promote the benefits of the Yorkshire and Humberside region as a location for the expansion and creation of industry and commerce.



- (iv) to promote the interests of commerce and industry in the Yorkshire and Humberside Region in all circles of local and central government and administration in the United Kingdom, the European Community and elsewhere in all quasi-governmental bodies and agencies in such places.
- (v) to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or concession or co-operation with any person, partnership or company, company carrying on, engaged in, or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to further the objects of the Company or any of them.
- (vi) to provide or produce expert advice and consultancy services to enable or assist any individual company, firm, undertaking, partnership, co-operative or other group to establish a new business or enterprise or to expand an existing business or enterprise within the Yorkshire and Humberside Region and to make such available on a commercial or subsidised basis as may be considered appropriate.
- (vii) to direct prospective business and enterprise to existing resources within the Yorkshire and Humberside Region for the provision of buildings, land, materials, plant and finance.
- (viii) to promote, encourage, sponsor, make grants to, organise or assist any individual company, firm, undertaking, partnership, co-operative or other group to examine the feasibility of or to undertake on an experimental basis any enterprise or project which, if successful, seems likely to provide employment opportunities for the inhabitants of the Yorkshire and Humberside Region.
- (ix) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal estate which may be deemed appropriate.
- (x) to sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Company to carry out works necessary or convenient for the objects of the Company.
- (xi) to take any gift or property, whether subject to any special trust or not, for any one or more of the objects of the Company.
- (xii) to print and publish any newspapers, periodicals, books or leaflets or arrange seminars or similar information sessions that the Company may think fit.
- (xiii) to borrow or raise or secure the payment of money in such manner as the Company may think fit.

- (xiv) to undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the Company.
 - (xv) to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
 - (xvi) to subscribe or guarantee money for any national, regional, charitable, benevolent, public, general or useful object or for any purpose which may be considered likely to further the interests of the Company or its members.
 - (xvii) to apply for, promote and obtain any Act of Parliament, Order or licence of the Department of Trade or other authority for enabling the Company to carry its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the Company's interest and to oppose any proceedings on applications which may seem calculated to directly or indirectly prejudice the Company's interests.
 - (xviii) to do all such other lawful things as are incidental or conducive to the attainment of the above powers or any of them.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
7. In addition to its trading income from its commercial activities the Company's activities will be financed by donations (either in cash or kind) from its members and others together with any grants, loans or donations that it may be able to obtain from outside sources. Any surplus which may incidentally be made will not be distributed amongst its members but will be applied by the Company towards further attainment of the Company's objectives. No income of the Company whensoever derived may be paid or transferred either directly or indirectly to any of its members or to any person charged with the control and direction of its affairs by way of dividend, gift, division, bonus or otherwise by way of profit, always provided that nothing herein contained precludes the payment in good faith of reasonable remuneration for goods, labour or power supplied or for services rendered or of reasonable interest for money lent or of reasonable rent for any premises.
8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among all local authorities which at that time are making financial contributions to the Company in proportion to the financial contribution

made by each local authority to the Company from the date of the Company's formation to the date of dissolution or winding up.

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

NAMES AND ADDRESSES OF SUBSCRIBERS

York Place Company Nominees Limited
12 York Place
Leeds
LS1 2DS

York Place Company Secretaries Limited
12 York Place
Leeds
LS1 2DS

Dated 4 June 1992

Witness to the above signatures

Alison Kirk
12 York Place
Leeds LS1 2DS

THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

YORKSHIRE AND HUMBERSIDE DEVELOPMENT AGENCY

(As adopted by special resolution dated 15 September 1994)

PRELIMINARY

1. The regulations contained in Table C in the Companies (Tables A-F) Regulations 1985 shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company. References herein to regulations are to regulations in the said Table C unless otherwise stated.

INTERPRETATION

2. In these Articles:-

"The Act"	means the Companies Act 1985 and any subsequent amendment thereto
"The Seal"	means the Common Seal of the Company
"The Secretary"	means any person appointed to perform the duties of the secretary of the Company
"The United Kingdom"	means Great Britain and Northern Ireland
"The Articles"	means the articles of the Company
"Clear Days"	in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Executed"	includes any mode of execution
"Office"	means the Registered Office of the Company

**"Management
Directorate of the
Company"**

means the Chairman for the time being of the Company and those full time employees of the Company holding the position of Executive Director or other position from time to time designated by the Board of Directors

3. The members of the Company shall be limited to those persons appointed as Directors of the Company under Article 33 hereof unless the Board of Directors determines otherwise.
4. Applications for membership of the Company shall be made in writing and addressed to the Company Secretary. The Board of Directors shall determine all applications for membership of the Company.

GENERAL MEETINGS

5.
 - (i) The Company shall in the months of August or September of each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint.
 - (ii) At any Annual General Meeting the Company shall:-
 - (a) receive the Annual Report and Accounts
 - (b) elect Auditors
 - (c) consider any amendment to the Articles of Association of which proper notice has been given hereunder
 - (d) conduct any other business required by lawand shall conduct no other business
 - (iii) The Chairman of the Company shall be the person appointed as Chairman of the Board of Directors under Article 33 hereof
6. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.

7. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition, or, in default, may be convened by such requisitionists as provided by the Act.

NOTICE OF GENERAL MEETINGS

8. An annual general meeting called for the passing of a special resolution shall be called by twenty one days' notice in writing at the least, and a meeting of the Company other than an annual general meeting or the meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed.
- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety five per cent of the total voting rights at that meeting of all the members.
9. The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AND REPRESENTATION AT GENERAL MEETINGS

10. For the purposes of representation of Company Members at general meetings each member shall have one vote.
11. All business shall be deemed special business that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and auditors, and the appointment of, and the fixing of the remuneration of, the auditors.
12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided. A quorum shall be not less than 50% of the number of members at the date of the meeting.

13. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting 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.
14. The Chairman of the Board of Directors, shall be entitled to take the chair at all general meetings of the Company. If there shall be no such Chairman or if such Chairman is not present within fifteen minutes of the time appointed for the meeting or if the Chairman is not willing to take the chair the Directors present shall elect one of their number to be chairman of the meeting.
15. If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
16. A Director shall be entitled to attend and speak at any general meeting.
17. 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. When a meeting is adjourned for fourteen days or more at least seven clear days notice shall be given specifying the nature of the business to be transacted. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
18. 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:-
 - (a) by the Chairman; or
 - (b) by at least two members.

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 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 but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

19. Except as provided in Article 20, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which a show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
21. A poll demanded on the election of a Chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, not being more than thirty days after the poll is demanded. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of a poll. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken.
22. Subject to the provisions of the Act a resolution in writing signed by or on behalf of all the members for the time being entitled to receive notice of and to attend and vote at general meetings 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.

VOTES OF MEMBERS

23. On a show of hands and on a poll each member in attendance shall have one vote.
24. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors should be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting or should be handed to the Secretary before the meeting at which it is to take effect and an instrument of proxy which is not deposited or delivered in the manner so permitted shall be invalid.
25. No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
26. The instrument appointing a proxy shall be in writing. A proxy need not be a member of the Company.
27. Any instrument appointing a proxy shall be in the following form, or as near thereto as circumstances admit:

YORKSHIRE AND HUMBERSIDE DEVELOPMENT AGENCY

"I _____ of _____ in the County of _____ being a member of the above named Company, hereby appoint _____ of _____ or failing him _____ of _____ as my proxy to vote for me on my behalf at the annual/extraordinary general meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.

Signed this _____ day of _____..ls1

28. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"I/We _____ of _____ in the County of _____ being a member (members) of the above named Company, hereby appoint _____ of _____ or failing him _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the annual/extraordinary general meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.

Signed this _____ day of _____..ls1

This form is to be used in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit or abstain from voting."

29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such revocation as aforesaid shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

MEMBERS REPRESENTATION AT MEETINGS

31. Any member of the Company may by written authority of a director or officer or other duly authorised person authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the member which he represents as that member is entitled to exercise as a member of the Company provided that the members may from time to time designate the categories of persons from which such representatives shall be drawn.

NUMBER AND APPOINTMENT OF DIRECTORS

32. Unless and until otherwise determined by special resolutions of the Company, the directors (disregarding associate directors) shall be a maximum of eleven in number.
33.
 - (a) While subscribing to the activities of the Company the Humberside County Council shall be entitled to appoint one person to be a Director of the Company and one person to be an associate Director of the Company.
 - (b) While subscribing to the activities of the Company the North Yorkshire County Council shall be entitled to appoint one person to be a Director of the Company and one person to be an associate Director of the Company.
 - (c) While subscribing to the activities of the Company the Metropolitan District Councils situated in the administrative County of South Yorkshire shall be entitled to appoint one person to be a Director of the Company and one person to be an associate Director of the Company
 - (d) While subscribing to the activities of the Company the Metropolitan District Councils situated in the administrative County of West Yorkshire shall be entitled to appoint one person to be a Director of the Company and one person to be an associate Director of the Company

- (e) The Yorkshire and Humberside Regional Trades Union Congress shall be entitled to appoint one person to be a Director of the Company and one person to be an associate Director of the Company
- (f) The Management Directorate of the Company shall be entitled to appoint up to two employees of the Company to be Directors of the Company.
- (g) The Chairman of the Yorkshire and Humberside Development Association at 10 July 1992 may appoint three persons to be Directors of the Company. The persons so appointed shall each be entitled to appoint one person to be associate Directors of the Company.
- (h) The Directors appointed under Article 33(a)-(g) hereof shall appoint one other person to be a Director of the Company and the person so appointed shall be the Chairman of the Board of Directors and the Chairman of the Company.
- (i) A Director may appoint an associate Director for such a period and subject to such conditions as he thinks fit and such associate Director will act as agent of the Director who appointed him and will not be responsible for his own acts and defaults.
- (j) Regulations 66-68 of Table A shall apply in respect of associate Directors.
- (k) The Directors appointed under Article 33(a) to (h) hereof shall be known as the First Directors and shall resign on the date of the Company's first Annual General Meeting.
- (l) Up to seven of the subsequent Directors of the company shall be appointed in the manner prescribed in Article 33(a)-(f) hereof.
- (m) A further three of the subsequent Directors shall be appointed from those private sector bodies subscribing to the activities of the Company and their manner of appointment and removal shall be determined by the Directors for the time being.
- (n) The further subsequent Director shall be appointed by the other Directors and the person so appointed shall be Chairman of the Board of Directors and Chairman of the Company.

POWERS AND DUTIES OF DIRECTORS

34. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act

of the Directors which would have been valid if that regulation had not been made. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

35. The Directors may from time to time, and at any time by power of attorney appoint any person to be the agent of the Company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers.
36. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
37. The Directors shall cause minutes to be made in books provided for that purpose:-
 - (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors

DISQUALIFICATION OF DIRECTORS

38. The office of Director shall be vacated if a Director:-
 - (a) ceases to be a Director by virtue of any provision of the Act or these Articles or becomes prohibited by law from being a Director; or
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) is or may be suffering from mental disorder and either
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Scotland) Act 1984; or
 - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - (d) resigns his office by notice to the Company; or

- (e) shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
- (f) being a Director deriving such position under Article 33(a)-(d) hereof ceases to be an elected member of a local authority in the County area which he represents; or
- (g) being a Director deriving such position under Article 33(f) hereof ceases to be an employee of the Company.

DIRECTORS APPOINTMENTS AND INTERESTS

39. Subject to the provisions of the Act and provided that he had disclosed to the Directors the nature and extent of any material interest of his as a Director notwithstanding his office:-
- (a) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested
 - (b) may be a Director or other officer of or employed by or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested
 - (c) shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be voided on the ground of any such interest or benefit PROVIDED THAT no Director with a material interest shall take part in the discussion of or voting on any matter in which he has such an interest.
40. For the purpose of Article 39:-
- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent as specified;
 - (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

PROCEEDINGS OF DIRECTORS

41. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have no second or casting vote. The Secretary on the requisition of the Chairman or of two Directors shall at any time summon a meeting of the Directors. Notice of any meeting of Directors shall be deemed to be adequately given if given to a Director personally or sent by post to him at the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him.
42. The quorum necessary for the transaction of the business of the Directors shall be five.
43. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed pursuant to the Articles of the Company as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of summoning a general meeting of the company but for no other purpose.
44. The Directors may delegate any of their powers to committees consisting of three or more Directors. They may also delegate to any Chief Executive or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any condition the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions the proceedings of the Committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.
45. 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 effectual as if it had been passed at a meeting of the Directors duly convened and held.

SECRETARY

46. Subject to the Act the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

THE SEAL

47. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors in that behalf, and every instrument which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or a second Director or some other person appointed by the Directors for the purpose.

ACCOUNTS

48. The Directors shall cause accounting records to be kept in accordance with the Act and any subsequent amendment thereto.
49. The accounting records shall be kept at the Registered Office of the Company or, subject to the Act, at such other places as the Directors think fit and shall always be open to the inspection of the officers of the Company.
50. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members, and no member shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.
51. The Directors shall from time to time in accordance with the Act 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 referred to in the Act.
52. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the auditor's report and the Director's report shall not less than twenty-one clear days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

AUDIT

53. Auditors shall be appointed and their duties regulated in accordance with the Act and all subsequent amendments thereto.

NOTICES

54. A notice may be given by the Company to any member by sending it by post to the address within the United Kingdom under which such member is registered in the register of members. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of forty-eight hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

THE CHIEF EXECUTIVE

55. The Directors may from time to time appoint ~~any~~ person to be the Chief Executive of the Company for such period and on such terms as they think fit, and, subject to the terms of any Agreement entered into in any particular case may revoke such appointment. The Chief Executive shall receive such remuneration as the Directors may determine.

The Directors may entrust to and confer upon the Chief Executive of the Company any powers, exercisable by them upon such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

WINDING UP

56. The provision of Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

INDEMNITY

57. Subject to the provisions of and so far as can be permitted by statute and by the Memorandum and Articles every Director, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharging of his duties or in relation thereto.

NAMES AND ADDRESSES OF SUBSCRIBERS

York Place Company Nominees Limited
12 York Place
Leeds
LS1 2DS

York Place Company Secretaries Limited
12 York Place
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Dated 4 June 1992

Witness to the above signatures

Alison Kirk
12 York Place
Leeds
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