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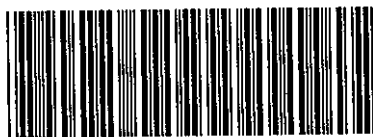
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3428196

The Registrar of Companies for England and Wales hereby certifies that  
VICTORIA SQUARE (LEEDS) MANAGEMENT COMPANY LIMITED

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

Given at Companies House, Cardiff, the 3rd September 1997



\*N03428196K\*

*E. P. Owen*  
MRS. E. P. OWEN

For the Registrar of Companies



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

HC007B

Please complete in typescript,  
or in bold black capitals.

**Declaration on application for registration**

**Company Name in full**



**VICTORIA SQUARE (LEEDS) MANAGEMENT  
COMPANY LIMITED**

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

of **12 YORK PLACE, LEEDS, LS1 2DS**

do solemnly and sincerely declare that I am a ~~Subscribed and sworn to~~  
~~for and on behalf of the company~~ [person named as director or secretary of the  
company in the statement delivered to the Registrar under section 10 of the  
Companies Act 1985]† and that all the requirements of the Companies Act  
1985 in respect of the registration of the above company and of matters  
precedent and incidental to it have been complied with.

† Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to  
be true and by virtue of the Statutory Declarations Act 1835.

**Declarant's signature**

*[Signature]*

Declared at **LEEDS**

the **TWENTY SIXTH** day of **AUGUST**

One thousand nine hundred and ninety **SEVEN**

• Please print name.

before me • **R Hirst**

**Signed**

*[Signature]*

**Date**

**26.8.97**

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

**YORK PLACE COMPANY SERVICES LIMITED, 12 YORK PLACE, LEEDS LS1 2DS**

Tel **0113 242 0222**

DX number **26436** DX exchange **LEEDS 2**

When you have completed and signed the form please send it to the  
Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales

or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland

**DX 235 Edinburgh**



# 10

Please complete in typescript,  
or in bold black capitals.

## First directors and secretary and intended situation of registered office

Notes on completion appear on final page

Company Name in full

VICTORIA SQUARE (LECOS) MANAGEMENT COMPANY LIMITED
---



\*F0100C70\*

Proposed Registered Office

12 YORK PLACE

(PO Box numbers only, are not acceptable)

Post town

LEEDS

County / Region

WEST YORKSHIRE

Postcode

LS1 2DS

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

X

Agent's Name

YORK PLACE COMPANY SERVICES LIMITED

Address

12 YORK PLACE

Post town

LEEDS

County / Region

WEST YORKSHIRE

Postcode

LS1 2DS

Number of continuation sheets attached

—

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

YORK PLACE COMPANY SERVICES LIMITED, 12 YORK PLACE, LEEDS LS1 2DS

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for companies registered in Scotland

**DX 235 Edinburgh**

# Company Secretary (see notes 1-5)

Company name

VICTORIA SQUARE (LECOS) MANAGEMENT COMPANY LIMITED

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

YORK PLACE COMPANY SECRETARIES LIMITED

Previous forename(s)

Previous surname(s)

Address

12 YORK PLACE

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

LEEDS

County / Region

WEST YORKSHIRE

Postcode

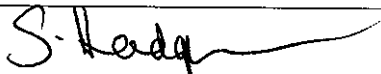
LS1 2DS

Country

ENGLAND

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

Consent signature



Date

26.8.97

## Directors (see notes 1-5)

Please list directors in alphabetical order

For and on behalf of York Place Company Secretaries Limited

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

YORK PLACE COMPANY NOMINEES LIMITED

Previous forename(s)

Previous surname(s)

Address

12 YORK PLACE

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

LEEDS

County / Region

WEST YORKSHIRE

Postcode

LS1 2DS

Country

ENGLAND

Day Month Year

Date of birth

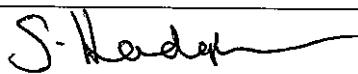
Nationality

Business occupation

Other directorships

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

Consent signature



Date

26.8.97

For and on behalf of York Place Company Nominees Limited

# Directors (continued) (see notes 1-5)

* Voluntary details	NAME	*Style / Title		*Honours etc	
		Forename(s)			
		Surname			
		Previous forename(s)			
		Previous surname(s)			
	Address				
	<i>Usual residential address</i>				
	For a corporation, give the registered or principal office address.				
		Post town			
		County / Region		Postcode	
		Country			
		Day	Month	Year	
	Date of birth			Nationality	
	Business occupation				
	Other directorships				
	I consent to act as director of the company named on page 1				
	Consent signature		Date		

This section must be signed by

*Either*

an agent on behalf  
of all subscribers

Signed W G Bailey Date 26.8.97

*Or the subscribers*

Signed \_\_\_\_\_ Date \_\_\_\_\_

*( i.e those who signed  
as members on the  
memorandum of  
association).*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was**:

- dormant,

- a parent company which wholly owned the company making the return,

- a wholly owned subsidiary of the company making the return, or

- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

**THE COMPANIES ACTS 1985 & 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION OF**

**VICTORIA SQUARE (LEEDS) MANAGEMENT COMPANY  
LIMITED**



1. The Company's name is VICTORIA SQUARE (LEEDS) MANAGEMENT COMPANY LIMITED
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
  - (a) To manage and administer the freehold or leasehold property or properties known as Victoria Square, Victoria Road, Holbeck, Leeds, West Yorkshire (hereinafter called 'the Development') and any other land upon which has been constructed any building or buildings containing office accommodation or industrial premises and ancillary facilities (including car parking facilities and lifts, stairways and other common parts) or any communal land which is subject to mutual covenants contained in any leases and/or transfers which such land is intended to benefit and to hold for the benefit of the Tenants which expression shall have the meaning assigned to it in the Articles of Association.
  - (b) To provide all manner of services in connection with the management administration insurance maintenance repair decoration upkeep and cleaning (together hereinafter referred to as 'the Management') of the Development and to provide services for the Tenants as may be necessary and in connection therewith:-
    - (i) To enter into such deeds agreements leases transfers or instruments containing such covenants provisions and conditions as may be requisite to secure the full enjoyment to the Tenants and to provide for the Management of the Development and services for the Tenants.
    - (ii) To estimate the costs of the Management of the Development and the provisions of services for the Tenants.
    - (iii) To collect all rents charges other income and such sums due to the Company from the Tenants under the provisions of their leases/transfers as applicable.
    - (iv) To engage and employ professional and business persons such as managers, managers' agents, accountants, solicitors, architects, surveyors and main contractors and sub-contractors and retainers of all kinds necessary to the management of the Development.
    - (v) To pay out of the funds of the Company all costs and expenses salaries wages and commissions of any person or persons engaged or employed by the Company and all

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rates taxes premiums and outgoings in respect of the Development and all other expenses incurred by the Company.

- (vi) 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, or to contract with any person firm or company to pay the same.
- (vii) 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.
- (viii) 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.
- (ix) 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 Members; to remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions 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 and the wives widows families and dependants 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 dependants.
- (x) To insure the Development or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.
- (xi) To establish and maintain capital reserves management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, and other expenses incurred in the implementation of the Company's objects and to require the Tenants to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit.
- (c) To purchase take on lease or otherwise acquire grant or sell hold or dispose of any estate or interest in 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 draw make accept endorse discount execute and issue cheques bills of exchange promissory notes bills of lading warrants debentures and other negotiable instruments.
- (e) To invest and deal with any of the monies of the Company not immediately required in any investment approved by the Directors and to hold sell or otherwise deal with any investments made.



- (f) 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) and also by a similar mortgage charge lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
  - (g) To carry on all or 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.
  - (h) 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.
  - (i) To distribute any property of the Company in specie among the Members.
  - (j) (i) 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.  
  
(ii) 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 re-payment of out-of-pocket expenses or reasonable and proper rent for any premises demised or let to the Company.
5. The liability of the Members is limited.
6. The Company's share capital is £1000 divided into 1000 shares of £1 each.
7. The Company shall not trade and any funds not required for the purposes of the objects of the Company as set out in Clause 3 above shall be returned to the Members.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

---

Name and address of the subscriber and number of shares taken by the subscriber

---

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

One



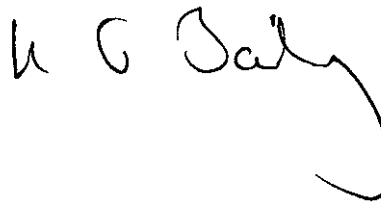
for and on behalf of  
York Place Company Nominees Limited

---

Dated 26 August 1997

Witness to the above signature

Karen Bailey  
12 York Place  
Leeds LS1 2DS



# **THE COMPANIES ACTS 1985 & 1989**

## **PRIVATE COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION OF**

### **VICTORIA SQUARE (LEEDS) MANAGEMENT COMPANY LIMITED**

#### **PRELIMINARY**

1. Subject as hereinafter provided the Regulations contained in Table A in the Schedule to the Companies (Tables 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.

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.

'the Tenant' means the lessee and/or transferee of a unit provided that where two or more persons are the lessees and/or transferees of a unit they shall for all purposes of these Articles be deemed to jointly constitute one Tenant and the expression 'Tenant' shall be read and construed accordingly.

'the Development' and 'the Management' shall have the meanings assigned to them under the Memorandum of Association.

'Unit' means a unit of office accommodation and/or industrial premises comprised in the Development.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and words importing persons shall include corporations.

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

#### **ALLOTMENT AND TRANSFER OF SHARES**

4. (a) The subscribers to the Memorandum of Association of the Company shall be duly registered as Members of the Company in respect of the shares for which they have

subscribed. A subscriber may transfer any shares subscribed by him to a person nominated by him in writing to succeed him as Member and any such person so nominated shall have the same power to transfer the share as if he had himself been a subscriber.

(b) Save as aforesaid, no share shall be allotted or transferred to any person who is not a Tenant and each Tenant shall be entitled to one share, per 1000 square feet gross internal of each unit, rounded up in each case to the nearest 1000 square feet gross internal, in respect of each unit in which he has a legal estate. A Tenant shall not be entitled to dispose of his shareholding in the Company while holding, whether alone or jointly with others, a legal estate in any unit.

(c) In accordance with section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) Subject as provided in paragraph (b) above the Directors shall have full control of shares which are comprised in the authorised share capital with which the Company is incorporated and may (subject to Section 80 of the Act and to the provisions of this Article) allot relevant securities (as defined in Section 80(2) of the Act) as authorised from time to time by the Company in General Meeting and during the period of five years commencing with the date of incorporation the Directors shall have authority to allot relevant securities to such persons and for such consideration and upon such terms and conditions as they may determine provided that the nominal value of the relevant securities allotted shall not exceed the authorised but unissued share capital of the Company for the time being and after the period of five years commencing with the date of incorporation of the Company the Directors may allot any relevant securities in pursuance of an offer or agreement so to do made by the Company within that period. The Authority hereby given may at any time (subject to Section 80 of the Act) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

5. (a) If any Member of the Company who is a Tenant parts with all interest in the unit or units held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy or Receivership, his trustee in bankruptcy or Receiver shall transfer his shareholding in the Company to the person or persons who become the Tenant of his unit or units.

(b) Each subscriber to the Memorandum of Association and any person becoming a Member as a result of a nomination under Article 4(a) shall, if not himself a Tenant, transfer his shareholding in the Company to a Tenant at the direction of the Board of Directors.

(c) The price to be paid on the transfer of every share under this Article shall, unless (in the case of a transfer made pursuant to paragraph (a) above) the transferor and transferee otherwise agree, be its nominal value.

(d) If the holder of a share (or his legal personal representative or representatives or trustee in bankruptcy or Receiver) refuses or neglects to transfer it or offer it for purchase in accordance with this Article, one of the Directors, duly nominated for that purpose by a Resolution of the Board, shall be the attorney of such holder, with full power on his behalf and in his name to execute, complete and deliver a transfer of his

share to the person or persons to whom the same ought to be transferred hereunder or (as the case may be) any documentation as is referred to in paragraph (b) above; and the Company may give a good discharge for the purchase money and (in the case of a transfer) enter the name of the transferee of the said share in the Register of Members as the holder thereof.

6. If a member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy or Receiver shall be entitled to be registered as a Member of the Company, provided he or they shall for the time being be a Tenant.
7. (a) The Directors shall refuse to register any transfer of shares made in contravention of all the foregoing provisions of these Articles, but otherwise shall have no power to refuse to register a transfer.  
  
(b) Regulation 24 in Table A shall not apply to the Company.

## **SHARES**

8. The lien conferred by Regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.
9. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

## **GENERAL MEETINGS**

10. 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.
11. 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 or, if there is only one member, that sole member, 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.
12. An Annual General Meeting and a Meeting called for the passing of a Special Resolution or an Elective 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 or an Elective 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 or Receiver and Mortgagee in the event that a Court Order for possession has been made and provided that a Meeting of the Company, except for a meeting called for the purpose of passing an elective resolution 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**

13. 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.
14. 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, unless the Company has only one member in which case one member present in person or by proxy shall be a quorum.
15. 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.
16. 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.

#### **VOTES OF MEMBERS**

17. (a) Subject as hereinafter provided every Member present in person or by Proxy shall, on a show of hands, have one vote and, on a poll, have one vote for every share held, provided that where no Tenant exists in respect of any unit those Members who are

Subscribers to the Memorandum of Association or who have been nominated Members under Article 4(a) shall have 100 votes in respect of every unit in addition to their own vote or votes.

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

#### **APPOINTMENT OF DIRECTORS**

18. The Directors may from time to time and at any time appoint any Member of the Company or any nominee of a 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 20 below. Any person so appointed shall retain his office only until the next Annual General Meeting and shall then be eligible for re-election.
19. Each member may appoint one nominee to act as a director of the Company by serving notice in writing on the Company together with a properly completed form 288a or equivalent in relation to such appointment.
20. (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 one. Whenever the minimum number of the directors shall be one, a sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed by vested in the directors generally, and Regulation 89 of Table A shall be modified accordingly.  
  
(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 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, subject to the provisions of Article 20(b).

#### **DISQUALIFICATION OF DIRECTORS**

21. A Director shall be required to vacate his office if he ceases to become a Member or, if he is the nominee of a member and that person ceases to be a member, or if he 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**

22. 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**

23. 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 anyway 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 in Table A shall be construed accordingly.
24. The Directors shall cause minutes or a written record 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; and
  - (c) of all decisions taken by a sole member when the Company has only one member which may have been taken by the Company in General Meeting and which have effect as if agreed in General Meeting; and
  - (d) of all written resolutions passed by the Company.
25. 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.
26. 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**

27. 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**

28. Subject to Section 310 of the Companies Act 1985 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.



## SHARE CERTIFICATES

29. In the second sentence of Regulation 6 of Table A the words 'shall be sealed with the seal and' shall be deleted. Each share certificate shall only be issued by authority of the directors, or of a committee of the directors authorised by the directors, and shall bear the signature of one director and the company secretary or a second director.

## COMPANY SEAL

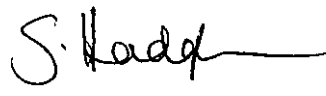
30. Regulation 101 of Table A shall not apply to the Company. The company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, 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.

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Names and address of subscriber

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

  
for and on behalf of  
York Place Company Nominees Limited

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Dated 26 August 1997

Witness to the above signature

Karen Bailey  
12 York Place  
Leeds LS1 2DS

