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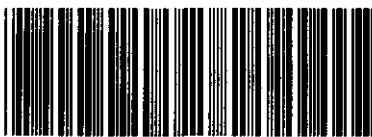
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4623029

The Registrar of Companies for England and Wales hereby certifies that
TURNER BROTHERS RECOVERY 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 20th December 2002



N04623029D



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B



Companies House

for the record

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

Company Name in full

Turner Brothers Recovery Limited

I, Jay Darren Bamforth

of 34 Marcus Way, Mount, Huddersfield, West Yorkshire, HD3 3YA

† Please 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 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.

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

JDB

Declared at

Huddersfield, West Yorkshire

Day Month Year

On

13 12 2002

● Please print name.

before me ●

STEPHEN SCHEME NEWMAN

Signed

SN

Date

13th December 2002

† 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.

Mr JD Bamforth, Turner-Bamforth LLP

Yorkshire Technology Park, Armitage Bridge, Huddersfield

HD4 7NR

Tel 01484 667730

DX number

DX exchange



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COMPANIES HOUSE

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18/12/02

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Form revised June 1998

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

Companies House, Crown Way, Cardiff, CF14 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



Companies House
for the record

10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

Turner Brothers Recovery Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Woodside Works

Woodhead Road

Post town

Holmfirth

County / Region

West Yorkshire

Postcode

HD9 2PX

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.



Agent's Name

Turner-Bamforth LLP

Address

Yorkshire Technology and Office Park

Armitage Bridge

Post town

Huddersfield

County / Region

West Yorkshire

Postcode

HD4 7NR

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give must be the same as
the information you give on the
separate form.

Mr AP Turner, Turner-Bamforth LLP

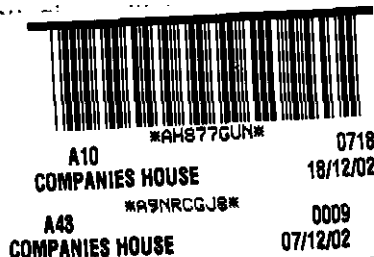
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for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Company name

Turner Brothers Recovery Limited

NAME

*Style / Title

Mr

*Honours etc

Forename(s)

Allister Paul

Surname

Turner

Previous forename(s)

Previous surname(s)

Address ††

2 Acre Lane

Holmbridge

Post town

Holmfirth

County / Region

West Yorkshire

Postcode

HD9 2PN

Country

United Kingdom

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

Consent signature

Date

29/11/02

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

*Style / Title

Mr

*Honours etc

Forename(s)

Jay Darren

Surname

Bamforth

Previous forename(s)

Previous surname(s)

Address ††

34 Marcus Way

Mount

Post town

Huddersfield

County / Region

West Yorkshire

Postcode

HD3 3YA

Country

United Kingdom

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Date of birth

Day Month Year

1 9 0 4 1 9 6 9

Nationality

British

Business occupation

Chartered Accountant

Other directorships

Turner-Bamforth LLP

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

Consent signature

Date

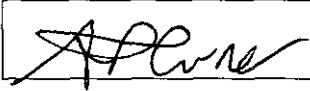
29/11/02

Directors (see notes 1-5)

Please list directors in alphabetical order

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

NAME	*Style / Title	Mr	*Honours etc						
Forename(s)	Allister Paul								
Surname	Turner								
Previous forename(s)									
Previous surname(s)									
Address ††	2 Acre Lane								
	Holmbridge								
Post town	Holmfirth								
County / Region	West Yorkshire	Postcode	HD9 2PN						
Country	United Kingdom								
Date of birth	Day	Month	Year	Nationality					
	2	9	0	6	1	9	7	3	British
Business occupation	Chartered Accountant								
Other directorships	Turner-Bamforth LLP								
I consent to act as director of the company named on page 1									
Consent signature				Date	29/11/02				

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

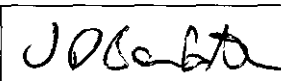
Signed



Date

29/11/02

Signed



Date

29/11/02

Signed

Date

Signed

Date

Signed

Date

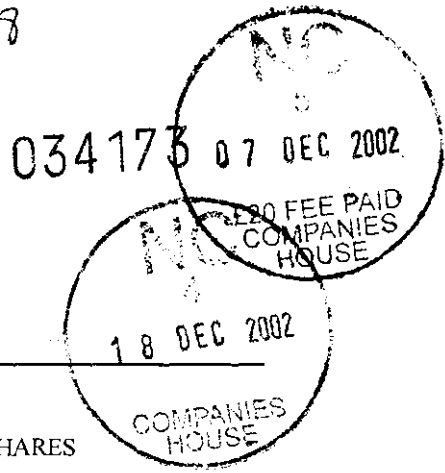
Signed

Date

Signed

Date

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THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

TURNER BROTHERS RECOVERY LIMITED

1. The name of the Company is Turner Brothers Recovery Limited.
2. The registered office of the Company is to be situated in England and Wales.
3. The objects for which the Company is established are:
 - (a) To carry on business providing commercial and private motor vehicle rescue and recovery services, maintaining and repairing of motor vehicles, provision of motor vehicle storage facilities, purchasing, hiring and selling motor vehicles.
 - (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously or conveniently carried on in connection with or ancillary to any of the businesses of the Company or which may be expected to increase the value of or make more profitable all or any of its properties, assets, rights or interests.
 - (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - (d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, copyright, know how, licences, secret processes, trade and service marks, designs, protections and concessions and to disclaim, alter, modify, renew, develop, 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 and 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 any interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for subsidising or otherwise assisting any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.



- (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with any of the property of the and effects of the Company.
- (g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with or dispose of any investment made.
- (h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts or indemnity and suretyships of all kinds, to receive money on deposit, loan or otherwise upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of an obligation by any company, firm or person including any parent, subsidiary or fellow subsidiary company in such manner as the Company may think fit.
- (i) To borrow and raise money in such manner as the Company shall think fit 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, or by the creation and issue on such terms and conditions as may be thought expedient of debentures or debenture stock, perpetual or otherwise, or other securities of any description.
- (j) To enter into or accept any guarantees or indemnities and to guarantee support or secure, either with or without the Company receiving any consideration or advantage, and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future), including its uncalled capital, of the Company, or by both such methods, the performance of the obligations of and the repayment or payment of the principal amounts of and premiums, interest and dividends on any securities or other liabilities of any person, firm or company including (but without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company within the meaning of section 736 of the Companies Act 1985 or another subsidiary as defined by the said section of the Company's holding company or otherwise associated with the Company in business.
- (k) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of lading, warrants, debentures, documents of title and other negotiable or transferable instruments.
- (l) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification which may seem calculated directly or indirectly to promote the Company's interest, and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the Company's interests.
- (m) To enter into any arrangements with any Government or authority (supreme, municipal, local or otherwise) 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 any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges or concessions which the Company may think desirable.
- (n) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any businesses capable of being carried on so as to directly or indirectly benefit the Company or enhance the value of its property and co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

- (o) To act as agents or brokers and as trustees for any person, firm or company, or to undertake and perform sub-contracts.
- (p) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (q) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities 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, its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors or employees of, or who are serving or have served any subsidiary of the Company or of the predecessors in business of the Company or any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such person; to make payments toward insurance; to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such person and of their wives, widows, children and other relatives and dependants; and set up, establish support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any subsidiary, holding or fellow subsidiary and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (s) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or 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 aforesaid.
- (t) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (u) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (v) To procure the Company to be registered or recognised in any part of the world.
- (w) To do all or any of the things or matters aforesaid in any part of the world whether as principal, agent or trustee or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise and either alone or in conjunction with others.
- (x) To do all such other things as the board of directors considers will further the interests of the Company or to be incidental or conducive to the attainment of all or any of the Company's objects.
- (y) To create and issue at par, or at a premium or discount, debentures or debenture stock, in either permanent, redeemable, or other repayable form, bonds, and any other obligations or securities of the Company, and to grant standard or other securities in favour of lenders or trustees for lenders in order to secure any money borrowed or raised by the Company, and to exchange or convert from time to time any such securities.

- (z) To enter into partnership, or into any agreement or joint purchase or joint venture arrangement, or into any arrangement for sharing profits and losses, or union of interest, or co-operation with any person, company, corporation or association carrying on, or proposing to carry on any business or transaction which the Company may legally carry on or enter into, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and in connection therewith to grant and receive guarantees, and to acquire and hold shares, stock or securities of any such company; and to enter into any contract with any person, company, corporation or association to regulate the course of business for the purpose of establishing any tariff or prices, or otherwise and to contribute out of the Company's funds to any association or fund calculated directly or indirectly to benefit the Company or its interests and to amalgamate with any person or firm, or any company, whose objects are within the objects of the Company; and for that purpose to purchase or sell for shares (preference, ordinary, deferred or otherwise) the undertaking of the Company or such person, firm or other company, subject to the liabilities of the Company or such person, firm or other company, with or without winding up, or to purchase or sell for shares (preference, ordinary, deferred or otherwise) all the shares or stock of the Company or any such other company as aforesaid, or to amalgamate by partnership, or any arrangement of the nature of partnership or in any other manner; and to take by subscription, purchase or otherwise, and hold shares (preference, ordinary or deferred) or stock in, or debentures or other securities of any company, society or undertaking having any object of a like nature with any of those of the Company, or such as may be deemed likely to advance in any way the interests of the Company.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-clause or from the terms of any other sub-clause or the object or objects therein specified or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere and the word "Members" shall, unless the contrary intention appears, be deemed to include the singular as well as the plural thereof.

4. The liability of the Members is limited.
5. The share capital of the Company is £100 divided into 100 ordinary shares of £1 each.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum. We agree to take the number of shares shown opposite our respective names.

Name and address of subscriber

Number of shares taken

Allister Paul Turner
2 Acre Lane
Holmbridge
Holmfirth
West Yorkshire
HD9 2PN

One Ordinary share



Jay Darren Bamforth
34 Marcus Way
Mount
Huddersfield
West Yorkshire
HD3 3YA

One Ordinary share



Total shares taken

Two Ordinary shares

Dated this 29th day of November 2002.

Witness to signatures:



MATTHEW WALKER
9 EGERTON TERRACE
RAWDEN
LEEDS
WEST YORKSHIRE, LS19 6QA

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TURNER BROTHERS RECOVERY LIMITED

PRELIMINARY

- 1 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 ("Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles. Regulations 23, 27, 30, 31, 64, 73, 74, 75, 80, 81, 93, 94, 95, 96, 111, 115 and 118 of Table A shall not apply to the Company and the following Regulations thereof shall be modified:

Regulation 18 by the addition, at the end, of the words "and all reasonable expenses that may have been incurred by the Company by reason of such non-payment."

Regulation 24 by the deletion of the first sentence.

Regulation 46 by the deletion of paragraphs (a) to (d) inclusive and the substitution of the words "by any Member present in person or by proxy."

Where the context requires, words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine.

SHARE CAPITAL

- 2 The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 ("the Act"), to exercise any power of the Company to allot any relevant securities (within the meaning of Section 80(2) of the Act) up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation of the Company.
- 3 Section 89(1) of the Act shall not apply to any allotment of shares in the Company.
- 4 The Directors shall have power to allot, grant options over and otherwise dispose of any unissued shares of the Company to such persons, on such terms and in such manner as they think fit, subject to the limitations imposed by Article 2 hereof.
- 5 Subject to the provisions of the Act any shares of the Company may be purchased by the Company on such terms and conditions as the Company, before it enters into a contract or contingent contract for the purchase of such shares, may by special resolution determine. A

payment in respect of such a purchase by the Company may with the sanction of a special resolution be made otherwise than out of the disposable profits of the Company (within the meaning of the Act) or the proceeds of a fresh issue of shares made for the purpose of the redemption, notwithstanding that such payment may constitute a payment out of capital.

UNDERWRITING

- 6 The Company may pursuant to Sections 97 and 98 of the Act pay commission at a rate not exceeding ten per cent of the price at which the shares in respect of which the commission is payable are issued.

SHAREHOLDERS AGREEMENT

- 7.1.1 The instrument of transfer of a share shall be signed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof; provided that in the case of a partly paid share the instrument of transfer must also be signed by the transferee.
- 7.1.2 The Directors shall refuse to register any transfer of shares made in contravention of the provisions of Article 2 but shall not be entitled to refuse to register any transfer of shares made pursuant to paragraph 7.1.3 of this Article or pursuant to Article 2 or any transfer to which the consent in writing of all Members for the time being of the Company is given.
- 7.1.3 (a) Any Member being a corporation may transfer any shares to another corporation resulting from a re-construction or amalgamation of such Member or to any subsidiary or holding company (as those expressions are defined in Section 736 of the Companies Act 1985) of such Member or to another subsidiary of such holding company.
- (b) Any Member may during his lifetime transfer or by Will, bequeath or otherwise dispose of on death any shares to the husband, wife, widow, widower or any child or children of such Member.
- 7.1.4 The Directors shall register as a Member or Members the legal personal representatives of a deceased member where under the provisions of the Will or the laws as to intestacy the person beneficially entitled, whether immediately or contingently, to the shares in respect of which such legal personal representatives are intended to be registered, are persons to whom a transfer may be made under the provisions of paragraph 7.1.3(b) of this Article.
- 7.2 Subject and without prejudice to paragraphs 7.1.2, 7.1.3 and 7.1.4 of this Article, the following provisions shall have effect in relation to the transfer and transmission of shares, namely:
- 7.2.1 Any Member who desires to sell any legal or beneficial interest in any shares (in this Article called "the Vendor") shall give to the Company notice in writing (in this Article called "a transfer notice") accompanied by the deposit of the relevant Share Certificate of such desire and stating the number of shares which the Member desires to sell. A transfer notice may not relate to more than one class of shares and it shall not be revocable except with the sanction of the Directors.
- 7.2.2 A transfer notice shall constitute the necessary authority for the Directors to be the Vendor's agents for the sale in the manner provided by this Article of the shares to which the transfer notice relates at a price to be agreed between the Directors and the Vendor or, in default of agreement within 30 days of the date of the transfer notice, at a price which the Auditors for the time being of the Company shall certify in writing to be in their opinion the fair selling value thereof as between a willing vendor and a willing purchaser and in so certifying the Auditors shall be considered to be acting as experts and not as arbitrators.

- 7.2.3 If the Auditors are asked to certify the fair selling value as aforesaid, the Directors shall as soon as they receive the Auditors Certificate furnish a certified copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within seven days of the service upon him of the said certified copy, to cancel the Directors' authority to sell the said shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall cancel the Director's authority as aforesaid in which case the Vendor shall bear such cost. On receipt from the Vendor of a notice of cancellation as aforesaid the relevant Share Certificate shall be returned to the Vendor.
- 7.2.4 Within seven days after the price shall have been fixed as mentioned in paragraph 7.2.2 of this Article or after seven days referred to in paragraph 7.2.3 have expired (as the case may be), the Directors shall give notice to all the Members (other than the Vendor) holding shares of the same class as the shares comprised in the transfer notice of the number and price of those shares, and shall invite each of them to state in writing within twenty one days, after the date of the notice whether he is willing to purchase any and if so what maximum number of the said shares.
- 7.2.5 If within the period of twenty one days mentioned in paragraph 7.2.4 of this Article Members to whom the notice therein mentioned was given have expressed their willingness to purchase all of the shares comprised in the transfer notice the Directors shall allocate those shares among those Members so far as may be necessary pro rata to their existing shareholdings, subject to the limitation that no Member shall be under any obligation to purchase more than the maximum number of shares which he himself has notified as being willing to purchase. As soon as such allocation has been made and provided that such allocation comprises all the shares to which the transfer notice relates (but not otherwise), the Vendor shall be bound, on payment of the price, to transfer those shares to the purchaser or respective Purchasers thereof, and if he shall make default in so doing the Directors shall receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person (who shall be deemed to be the attorney of the Vendor for that purpose) to execute in favour of the Purchaser or respective Purchasers a transfer or transfers of the shares allocated to him or them and shall enter his or their names in the Register of Members as the holder of those shares.
- 7.2.6 If within the period of twenty one days mentioned in paragraph 7.2.4 of this Article Members to whom the notice therein mentioned was given shall have expressed their willingness to purchase part only of the shares comprised in the transfer notice or no such Member shall have expressed his willingness to purchase any of those shares the Directors shall within seven days after expiration of that period give notice to all the Members (including the Members referred to in paragraph 7.2.4 of this Article but excluding the Vendor) and the provisions of paragraphs 7.2.4 and 7.2.5 of this Article shall apply mutatis mutandis to every notice given pursuant to this paragraph.
- 7.2.7 If within the period referred to in any notice pursuant to paragraph 7.2.4 of this Article the Members shall have expressed their willingness to purchase part only of the shares comprised in the transfer notice or no Member shall have expressed his willingness to purchase any of those shares, then for a further period of three months from the expiration of the said period the Vendor shall be entitled to transfer to any person whom he selects all but not part of the shares to which the transfer notice relates at a price not lower than the price fixed as mentioned in paragraph 7.2.2 of this Article and on the terms not less favourable than those offered in the transfer notice.
- 7.2.8 (a) If any person (other than an existing shareholder or pursuant to Article 7.1.3(b)) shall become entitled to any shares by reason of the death or bankruptcy of any Member he shall forthwith give to the Company notice in writing to that effect, and if that person shall fail to give such notice the Directors may give notice on his behalf.
- (b) All the foregoing provisions of this Article in relation to a transfer notice and the procedure to be adopted following the service of such a notice shall apply mutatis mutandis to a notice given pursuant to (a) above which shall accordingly be deemed to be a transfer

notice in respect of all of the shares to which such a person has become entitled provided however that there shall be no right pursuant to paragraph 7.2.2 to cancel the Directors' authority to sell any of the shares.

- 7.2.9 If any shares to which any person has become entitled on death or bankruptcy of any Member shall not be sold pursuant to paragraph 7.2.8, then after the expiration of the period during which such shares might have been purchased by the Member or Members pursuant thereto such person shall, upon such evidence being produced as may from time to time be required by the Directors, have the right to elect either to be registered himself as the holder of the shares in question or to have some person nominated by him registered as the transferee thereof, but in either case the Directors shall have the same right to refuse or suspend registration as they would have had in the case of a transfer of the shares in question by the deceased or bankrupt Member before his death or bankruptcy. Regulations 30 and 31 of Table A shall not apply.

DIRECTORS

- 8 A Director shall not be required to hold shares of the Company in order to qualify for office as a Director but he shall be given notice of and be entitled to attend and speak at every general meeting of the Company and at every separate meeting of the holders of any class of shares in the capital of the Company.
- 9.1 Any Director may at any time appoint any person otherwise qualified to hold such office to be his alternate (hereinafter referred to as "the Alternate Director") and such Director (hereinafter referred to as "the Principal") may at any time terminate such appointment.
- 9.2 The appointment of the Alternate Director shall be determined on the happening of any event which if he were a Director would cause him to vacate such office or if the Principal ceases to be a Director.
- 9.3 The Alternate Director shall be given notice of meetings of the Directors and be entitled to attend, be counted in the quorum and vote at any such meeting at which the Principal is not personally present and generally at such meeting perform all functions of the Principal. If the Principal is for the time being unable to act for any reason the signature of the Alternate Director to any resolution in writing of the Directors shall be as effective as the signature of the Principal.
- 9.4 The Alternate Director shall be entitled to be repaid expenses and to be indemnified as if he were a Director, but he shall not be entitled to receive any remuneration from the Company in respect of his appointment as an alternate.

BORROWING POWERS

- 10 The Directors may borrow money and give security for the payment of money by, or the performance of other obligations of, the Company or any other person.

POWERS OF DIRECTORS

- 11 A Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he is interested and if he shall so vote his vote shall be counted; and whether voting or not he shall if present be counted in ascertaining whether a quorum is present at any meeting at which any such contract or proposed contract or arrangement is under consideration.
- 12 The Directors are empowered to exercise all the powers of the Company set out in Clause 3 of the Memorandum. Any Director may vote in favour of the exercise of any such power

notwithstanding that he is or may become interested therein and he shall be entitled to retain any benefit received by him pursuant to the exercise of any such power.

DISQUALIFICATION OF DIRECTORS

- 13 The office of Director shall be vacated if the Director:
- 13.1 resigns his office by notice in writing to the Company;
 - 13.2 becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - 13.3 becomes prohibited from being a Director by reason of any statutory provision.

ROTATION OF DIRECTORS

- 14 The Directors shall not be subject to retirement by rotation and all references in Table A to retirement by rotation shall be disregarded.

PROCEEDINGS OF DIRECTORS

- 15 A resolution in writing, signed or approved by letter by each Director, or by each member of a committee, shall be as valid as a resolution duly passed at a meeting of the Directors or of such a committee.

NOTICES

- 16 Any notice required to be given or served by the Company shall be in writing and may be served by personal service or by first class post or by e-mail, to the address for the time being supplied for the purpose to the Secretary of the Company by the person entitled to receive the same. Any notice served by personal service shall be deemed to have been received at the time of delivery; any notice to be sent by letter posted to an address within the United Kingdom shall be deemed to have been served on the expiry of twenty four hours from the time of posting and every notice to be sent by airmail to an address outside the United Kingdom shall be deemed to have been served on the expiry of ten days from the time of posting; and any notice sent by e-mail shall be deemed to have been served on the expiry of twelve hours from the time when the notice was dispatched by or on behalf of the Company. In the case of service by e-mail the notice will only be effectively served upon the person entitled to receive it where that e-mail has been sent to that person's personal e-mail address. The person entitled to receive the notice must confirm in writing to the Company his personal e-mail address. Where a person no longer wishes the Company to serve e-mail notices upon him he will give the Company seven days notice thereof.

WINDING UP

- 17 If the Company shall be wound up any Director, agent, trustee or Member of the Company alone or jointly with any other person may become a purchaser of property belonging to the Company.

INDEMNITY

- 18 Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against any loss or liability which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil or criminal in which decree is granted in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which he is relieved from liability by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto, subject to Section 310 of the Act.
- 19 The Directors may from time to time require any person whose name is entered in the Register of Members of the Company to furnish them with any information which they may consider necessary for the purpose of determining whether or not the Company is a close company within the meaning of Section 282 of the Income and Corporation Taxes Act 1970 as amended; and if such requirement is not complied with they may withhold any dividend or other payment otherwise due or becoming due in respect of the shares registered in the name of any such person.

SUBSCRIBERS

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Dated this 29th day of November 2002.

Witness to signatures:



MATTHEW WALKER
9 EGERTON TERRACE
RAWDEN
LEEDS
WEST YORKSHIRE, LS19 6QA
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