

FILE COPY



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

Company No. 5779692

The Registrar of Companies for England and Wales hereby certifies that  
HORSESHOE CLOSE 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 12th April 2006



\*N05779692W\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —



Please complete in typescript,  
or in bold black capitals.

CHWP000

12

## Declaration on application for registration

Company Name in full

Horseshoe Close Management Company  
Limited

I, Ian Dawson

of SHULMANS, 120 WELLINGTON ST LEEDS LS14LT

† Please delete as appropriate.

do solemnly and sincerely declare that I am a 1 (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

Declared at

Day Month Year

On

11 04 2006

Please print name.

before me \*

Signed

Date

11/4/2006

† A Commissioner of 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.

SHULMANS SOLICITORS (REF. ID/JEC/S2064/263)

120 WELLINGTON STREET

LEEDS LS1 4LT Tel 0113 245 2833

DX number 729700

DX exchange LEEDS 69

EII  
COMPANIES HOUSE322  
21406

2

3/3/06

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



Please complete in typescript,  
or in bold black capitals,  
CHWP000

Notes on completion appear on final page

# 10

First directors and secretary and intended situation of  
registered office

Company Name in full

Horseshoe Close Management Company  
Limited

Proposed Registered Office  
(PO Box numbers only are not acceptable)

11 Bank Street

Post town

Wetherby

County / Region

West Yorkshire

Postcode

LS22 6NQ

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

SHULMANS SOLICITORS (REF. ID/JEC/S2064/263)

Address

120 WELLINGTON STREET

Post town

LEEDS

County / Region

WEST YORKSHIRE

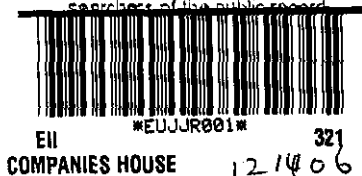
Postcode

LS1 4LT

Number of continuation sheets attached

3

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 will be visible to  
searchers of the public record.



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SHULMANS SOLICITORS (REF. ID/JEC/S2064/263)

120 WELLINGTON STREET

LEEDS LS1 4LT Tel 0113 245 2833

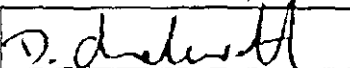
DX number 729700 DX exchange LEEDS 69

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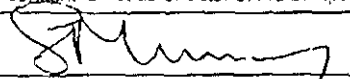
or  
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland DX 235 Edinburgh

**Company Secretary** (see notes 1-5)

Company name		Horseshoe Close Management Company Limited	
NAME	*Style / Title	Ms	*Honours etc
Forename(s)		Dolores	
Surname		Charlesworth	
Previous forename(s)		N/A	
Previous surname(s)		N/A	
Address **		61 Greenwood Mount	
Post town		Leeds	
County / Region		West Yorkshire	Postcode LS6 4LG
Country		United Kingdom	
<input type="checkbox"/> ** 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.			
I consent to act as secretary of the company named on page 1			
Consent signature		 Date 7/4/2006	

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	Mr	*Honours etc
Forename(s)		Stephen	
Surname		Murray	
Previous forename(s)		N/A	
Previous surname(s)		N/A	
Address **		Went View	
		Great North Road	
Post town		Wentbridge	
County / Region		West Yorkshire	Postcode WF8 3JP
Country		England	
<input type="checkbox"/> ** 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
	07	1	01/9/56
Nationality		British	
Business occupation		Managing Director	
Other directorships		PLEASE SEE ATTACHED CONTINUATION SHEET	
I consent to act as director of the company named on page 1			
Consent signature		 Date 6/4/06	



Name: STEPHEN MURRAY  
Nationality: BRITISH  
Latest Address: WENT VIEW  
GREAT NORTH ROAD  
WENTBRIDGE  
WEST YORKSHIRE  
Postcode: WF8 3JP

Date of Birth: 07/10/1956

Company Appointments: Current: 1 / Resigned: 7 / Dissolved: 0

DIRECTOR Appointed: 09/08/2004  
Occupation: MANAGING DIRECTOR  
Company Number: 00400182  
Company Name: SHEPHERD HOMES LIMITED  
Active

DIRECTOR Appointed: 02/06/2003  
Resigned: 16/07/2004  
Occupation: COMPANY DIRECTOR  
Company Number: 03823030  
Company Name: PELHAM HOMES LINCOLN LIMITED  
Active

DIRECTOR Appointed: 02/06/2003  
Resigned: 16/07/2004  
Occupation: COMPANY DIRECTOR  
Company Number: 03675479  
Company Name: WHELMAR HOMES LIMITED  
Active

DIRECTOR Appointed: 02/06/2003  
Resigned: 16/07/2004  
Occupation: COMPANY DIRECTOR  
Company Number: 03026597  
Company Name: NORTHCOUNTRY HOMES GROUP LIMITED  
Active

DIRECTOR Appointed: 02/06/2003  
Resigned: 16/07/2004  
Occupation: COMPANY DIRECTOR  
Company Number: 03823032  
Company Name: CHORLEY HOMES LIMITED  
Active

DIRECTOR Appointed: 02/06/2003  
Resigned: 16/07/2004  
Occupation: COMPANY DIRECTOR  
Company Number: 03675459  
Company Name: CLARKE HOMES LIMITED  
Active

DIRECTOR Appointed: 02/06/2003  
Resigned: 16/07/2004  
Occupation: COMPANY DIRECTOR  
Company Number: 03675480  
Company Name: BROSELEY HOMES LIMITED  
Active

DIRECTOR Appointed: 02/06/2003  
Resigned: 16/07/2004  
Occupation: COMPANY DIRECTOR

Company Number:

03038854

Company Name:

ARUNDALE HOMES LIMITED

Active

Name: CRAIG ROBERT SMITH  
Nationality: BRITISH  
Latest Address: 35 WHINMOOR COURT  
LEEDS  
WEST YORKSHIRE  
Postcode: LS14 1NX

Date of Birth: 17/03/1972

Company Appointments: Current: 2 / Resigned: 1 / Dissolved: 0

DIRECTOR Appointed: 16/08/2004  
Occupation: DIRECTOR  
Company Number: 00400182  
Company Name: SHEPHERD HOMES LIMITED  
Active

DIRECTOR Appointed: 16/08/2004  
Occupation: DIRECTOR  
Company Number: 02644166  
Company Name: GEORGE LONGDEN LIMITED  
Active

DIRECTOR Appointed: 01/07/2003  
Resigned: 31/12/2003  
Occupation: DIRECTOR  
Company Number: 02988198  
Company Name: PERSIMMON HOMES (WEST YORKSHIRE) LIMITED  
Active

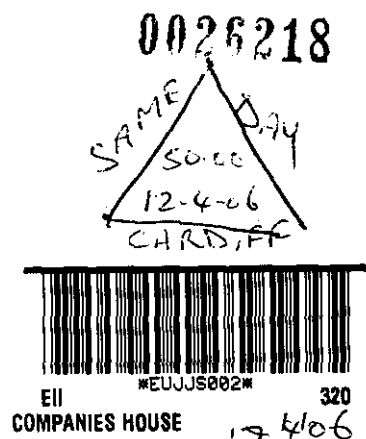
THE COMPANIES ACT 1985 (as amended)

A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

HORSESHOE CLOSE MANAGEMENT COMPANY LIMITED  
("the Company")



1. Definitions and Interpretation:

'the Administration' means the collection of ground rent and service charges from the Tenants and all associated and related matters.

'the Articles' means the Articles of Association of the Company.

'Development' means the development incorporating 12 residential leasehold apartments together with the common areas and ancillary facilities known as plots 229-240, The Chase, Arras Lines, Catterick, DL9 4GB.

'Member' means a member of the Company.

'Ownership Document(s)' has the definition set out in the Articles.

'the Residential Unit(s)' has the definition set out in the Articles.

'Tenant(s)' means any tenant(s) of the Residential Units pursuant to the Ownership Document relating to relevant Residential Units and reference to "Tenant" shall be construed accordingly.

2. The Company's name is "Horseshoe Close Management Company Limited".

3. The Company's registered office is to be situated in England and Wales.

4. The Company's objects are as follows:-

(1) To undertake the Administration of the Development and to provide services for the Tenants as may be necessary and in connection therewith including (but without limitation)

(i) To enter into such deeds agreements leases or instruments containing such covenants provisions and conditions as may be requisite to secure the full enjoyment to the Tenants.

- (ii) To estimate the costs of the Administration of the Development and the provisions of services for the Tenants.
  - (iii) To collect from the Tenants such sums as shall be due to the Company from the Tenants under the provisions of the Articles and the Ownership Documents (as defined in the Articles).
  - (iv) To engage and employ professional managing agents accountants surveyors valuers architects and solicitors and contractors or servants.
  - (v) To pay the costs fees charges expenses wages and commissions of any person or persons engaged or employed by the Company and all rates taxes and outgoings in respect of the Development and all other expenses incurred by the Company.
  - (vi) To enforce covenants and all rights and perform obligations under the Ownership Document.
- (2) 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 such other rights or interests in property as the Company shall think fit.
  - (3) To accept draw make discount and endorse execute negotiate and issue bills of exchange promissory notes and other negotiable or transferable instruments.
  - (4) To invest any monies of the Company not immediately required in any investment from time to time authorised by law for the investment of trust funds and to hold sell or otherwise deal with any investments made.
  - (5) To borrow or 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 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.
  - (6) To carry on all or any businesses which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any of the above objects or which it may be advisable to undertake for the purpose thereof.
  - (7) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.
5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company set forth in this Memorandum of Association and no portion thereof shall be paid or transferred by way of profit to the Members. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any third party properly authorised and appointed by the Company to carry out any services or

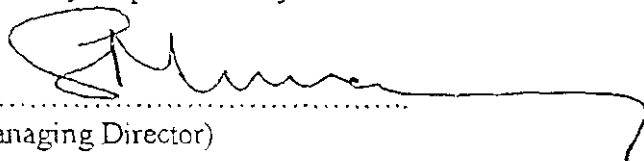
duties for the Company or to any Member in return for any services actually rendered to the Company not prevent the payment of interest on money lent or reasonable and proper repayment of out of pocket expenses or reasonable and proper rent for any premises demised or let to the Company.

6. The liability of the Members is limited.
7. Every Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for the payment of the debts and liabilities of the Company 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 contributories among themselves such amount as may be required not exceeding £1.
8. (Except as provided in the Articles), no person shall be admitted to membership of the Company other than the subscribers hereto and each Tenant. Section 17 of the Companies Act 1985 shall not apply to this paragraph.

## Name and address of Subscriber

Stephen Murray  
Went View  
Great North Road  
Wentbridge  
West Yorkshire  
WF8 3JP

Signed by Stephen Murray

  
(Managing Director)Witness Signature: 

Witness Name: NEIL WILKINS

Witness Address: BENNAIS, 28A WILKINSON ROAD

ACROSS

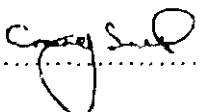
WAKEFIELD WF6 2NW

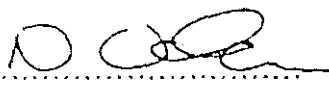
Witness Occupation:  COMMERCIAL DIRECTORDated this 6<sup>th</sup> day of April 2006

## Name and address of Subscriber

Craig Robert Smith  
33 Whinmoor Court  
Leeds  
West Yorkshire  
LS14 1NX

Signed by Craig Robert Smith

  
.....  
(Director)

Witness Signature:   
.....

Witness Name: NEIL WILKINSON

Witness Address: BEAUMAIS 28A CUNNINGHAM ROAD  
ALTOFTS  
WAKEFIELD WF6 2JW  
.....

Witness Occupation: COMMERCIAL DIRECTOR

Dated this 6<sup>th</sup> day of April 2006

THE COMPANIES ACT 1985 (as amended)

A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

HORSESHOE CLOSE MANAGEMENT COMPANY LIMITED  
("the Company")

- 1 Except insofar as is inconsistent with the provisions hereinafter contained Table C in the Schedule to the Companies Act (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 ("Table C") shall apply to the Company except Regulation 8 of Table C. Regulations 73 to 80 inclusive of Table A in the Schedule to the Companies Act (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (Table A) shall not apply to the Company.

- 2 In these Articles of Association ("the Articles") except where the context otherwise requires;

"the Act"	means the Companies Act 1985, as amended;
"the Board"	means the Board of directors from time to time appointed under the provisions of Articles 28 to 31 or by the Company in general meeting;
"the Development"	means the development incorporating 12 residential leasehold apartments together with the common areas and ancillary facilities known as plots 229-240, The Chase, Arras Lines, Catterick, DL9 4GB;
"Member"	means a member of the Company, comprising of any other person who becomes a member of the Company in accordance with the Articles;
"month"	means a calendar month;
"Relevant Event"	means any of the following:-  (a) a Member and/or Owner ceasing to be a Member and/or Owner for any reason; or

- (b) any person having become a Member and/or Owner under the provisions of Articles 7 or 9 ceasing to be a Member and/or Owner for any reason; or
  - (c) a Subscriber ceasing to be a Member and/or Owner and/or employee and/or director of the Company and/or the company owning all or part of the Development as at the date of incorporation of the Company;
- "Residential Unit(s)" means the 12 residential leasehold apartments situated at the Development;
- "Residential Members" means the member(s) of the Company comprised in the Residential Units having legal ownership of the Residential Unit(s);
- "Secretary" means any person appointed to perform the duties of Company Secretary of the Company;
- "Subscriber" means the subscriber to the Memorandum and Articles of Association of the Company;
- "the Transfer" means the holding of a joint meeting of the Board and the Members of the Company to take place following the sale of the 12 Residential Units in the Development to transfer the management and ownership of the Company;
- "the Ownership Document(s)" means the lease or transfer in respect of a Unit and the expression "Ownership Document" shall be read and construed accordingly;
- "the Owner" means the purchaser or owner of a Unit provided that where two or more persons are the purchasers or owners of such a Unit they shall jointly constitute one Owner and the expression "Owner" shall be read and be construed accordingly;
- "Unit(s)" means the unit(s) as belong(s) to the Member(s);
- "the United Kingdom" means Great Britain and Northern Ireland.

In these Articles where the context admits the masculine gender shall include the feminine and neuter gender and the singular shall include the plural.

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

- 4 The Company shall observe the provisions of the Act and every Owner shall if requested to do so by the Company sign a written application to become a Member.

### MEMBERSHIP

- 5 The Subscribers to the Memorandum of Association shall be Members together with such persons as the Subscribers, prior to the Transfer, shall admit to membership to sustain the original number of subscribers and such power shall be extinguished upon the Transfer.
- 6 Each Owner who has covenanted with the Company to observe and perform all the Owner's covenants and obligations set out in their Ownership Document shall be a Member. The number of Members (in addition to the Subscribers) which the Company proposes to be registered is 12 in respect of the initial phase of the Development but the Directors may from time to time register an increase of Members.
- 7 (a) The Subscriber shall be entitled (by notice served in writing to that effect addressed to the Secretary of the Company should so require), to cease to be a Member at any time after the Transfer.
- (b) Save in the case of subscribers and non-Owners admitted to membership by the Board under Article 5, an Owner shall cease to be a Member (and visa versa) in the event of his personal representative, trustee in bankruptcy or mortgagor becoming an Owner of that Unit.
- (c) A Member shall on ceasing to be an Owner cease to be a Member and shall thereupon give notice in writing to the Secretary of such occurrence and with such notice shall give the name and address of his successor in title to their Unit.
- (d) A Member on ceasing to be an Owner shall procure that his successor in title shall within 21 days of the date of his acquisition of the Unit give notice in writing to the Secretary of his desire to be registered as a Member.
- 8 (a) Every Member shall be entitled to receive a certificate of membership from the Company.
- (b) Any certificate issued under Article 8(a) above shall be cancelled immediately by the Company upon the cessation of membership of its holder.

- 9 If a Member shall die or be adjudicated bankrupt or if an Owner's mortgagor rightfully exercises his powers then the Owner's legal personal representative or his trustee in bankruptcy or mortgagor shall and if more than one jointly be entitled to be registered as a Member provided that he or they shall for the time being constitute an Owner.
- 10 On the happening of a Relevant Event then any persons referred to in the definition who shall cease to be a Member and/or Owner and/or employee and/or director as referred to in the definition shall on ceasing to be in such capacity aforesaid immediately sign all and any documents and do all and any acts which the Company shall direct or require to give effect to such cessation and to enable any person to become a Member and/or Owner and/or Subscriber and if such signature of documents and acts are not carried out within 7 days of such cessation as aforesaid the Company is irrevocably authorised to appoint a person to have a power of attorney and to execute any document and to do everything necessary to effect the requirement for any person to become a Member and/or Owner and/or Subscriber on behalf of any of the persons referred to in the definition who shall cease to be a Member and/or Owner and/or employee and/or director as referred to in the definition as the case may be.

### GENERAL MEETINGS

- 11 The Company shall hold a general meeting every year as its annual general meeting ("AGM") in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it. Not more than 15 months shall elapse between the date of one AGM meeting of the Company and that of the next. Provided that so long as the Company holds its first AGM within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The AGM shall be held at such time and place as the Board shall appoint.
- 12 All general meetings other than AGM shall be called extraordinary general meetings("EGM").
- 13 The Board may whenever they think fit convene an EGM and EGM's shall also be convened on such requisition or, in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not within the United Kingdom sufficient members of the Board capable of acting to form a quorum, any member of the Board or any two Members entitled to vote may convene an EGM in the same manner as nearly as possible as that in which meetings may be convened by the Board.
- 14 An AGM and a 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 AGM 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 be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and 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 a manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles or under the Act, entitled to receive such notices from the Company.

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 a meeting called as the AGM by all the Members entitled to attend and vote;
- (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 of all the Members.

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

### PROCEEDINGS AT MEMBERS MEETINGS

- 16 All business shall be deemed special that is transacted at an EGM, and also that is transacted at an AGM, with the exception of the consideration of the accounts, balance sheets, and the reports of the Board, the election of members of the Board in the place of those retiring.
- 17 (a) 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. Persons entitled to vote upon the business to be transacted shall be a Member or a proxy for a Member or an authorised representative of a corporate Member.
- (b) Until the date of the Transfer, one Member entitled to vote shall be the quorum.
- (c) After the date of the Transfer, two Members entitled to vote shall be a quorum.
- 18 If within half an hour from the time appointed for the meeting a quorum is not present, 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 Board 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.
- 19 The chairman of the Company shall preside as chairman at every general meeting of the Company, or if there is no chairman for the time being, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members entitled to vote present shall elect some other member of the Board to be chairman of the meeting. If at any meeting no member of the Board is willing to act as chairman or if no member of the Board is present within 15 minutes after the time appointed for holding the meeting the Members entitled to vote present shall choose one of their number to be chairman of the meeting.

- 20 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 30 days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give notice of any adjournment of the business to be transacted at an adjournment meeting.
- 21 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands of those Members entitled to vote. 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.
- 22 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 general meeting, shall be as valid and effectual as if the same had been passed at a general meeting of the Company duly convened and held.

#### VOTES OF MEMBERS

- 23 Subject as hereinafter provided, up to and including the date of the Transfer, the Subscribers (together with such persons as the Subscribers, prior to the Transfer, shall admit to membership under Article 5) present in person or by proxy shall have 10 votes for every Unit which has an Owner at the date of a general meeting.
- 24 After the date of the Transfer the Members who are an Owner(s) of a Unit shall have one vote in respect of that Unit at any general meeting.
- 25 Votes may be given either personally or by proxy.
- 26 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy need not be a Member of the Company.
- 27 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of such death or revocation shall have been received by the Company at its registered office before the commencement of the meeting or an adjourned meeting at which the proxy is used.

#### THE BOARD OF DIRECTORS

- 28 Until the date of the Transfer, the members of the Board shall be made up of members nominated by the Subscribers (including for the avoidance of doubt the Subscribers themselves) and in the event of any one or more of these Board members becoming

incapable of acting as a member of the Board or resigning (for whatever reason) such other persons as the Subscribers shall nominate as a replacement Board member.

- 29 At the Transfer the members of the Board shall appoint those four Owners entitled to vote whose names appear first in the register of Members as directors of the Company and such appointed directors shall remain in office until the next AGM of the Company and the Board shall have a power of attorney in respect of each Member entitled to vote to sign any documentation required to give effect to such appointments. Following the Transfer, the members of the Board referred to in Article 28 shall comprise not less than four Members entitled to vote (other than those persons who were members of the Board prior to the Transfer.)
- 30 There shall be no age restriction on members of the Board.
- 31 No person who is not a Member entitled to vote shall in any circumstances be eligible to hold office as a member of the Board.

#### ANNUAL ELECTION OF THE BOARD

- 32 At every AGM held after the date of the Transfer those four current Members entitled to vote whose names appear in the register of Members immediately after the names of the previous Board members shall be appointed to the Board. The previous Board shall then retire from office and cannot be re-appointed at that AGM. This procedure shall be followed at each subsequent AGM of the Company. When the last name of Members entitled to vote in the register of Members entitled to vote is reached, appointments will be made from the current Members entitled to vote whose names are listed at the beginning of the register until the end of the register is reached when the provisions of this regulation shall again apply.
- 33 The Company may by extraordinary resolution remove any member of the Board before the expiration of his period of office and may by ordinary resolution appoint another Member to fill such vacancy.

#### POWERS AND DUTIES OF THE BOARD

- 34 The business of the Company shall be managed by the Board 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 of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
- 35 The Board shall have the power from time to time to appoint Members to be chairman and vice-chairman of both the Company and the Board and determine their respective duties and the tenure of their offices.
- 36 The Board shall cause minutes to be made in books provided for the purpose:
- (a) of all appointments to the Board made by the Board;

- (b) of the names of the members of the Board present at each meeting of the Board and or any committee of the Board;
- (c) of all resolutions and proceedings at all meetings of the Company and of the Board and of committees of members of the Board.

37 The Board shall have the power from time to time to adopt and make alter or revoke byelaws for the regulation of the Company provided such byelaws are not repugnant to the Memorandum or Articles of Association. Any resolution of the Board for the adoption, making, alteration or revocation of such byelaws shall be subject to confirmation by special resolution of the Company at the next AGM and, if it be not so confirmed, shall cease to have effect at the conclusion of that meeting. All such byelaws for the time being in force shall be binding upon all Members until the same shall cease to have effect as hereinbefore provided or shall be varied or revoked by a special resolution of the Company. No Member shall be absolved from such byelaws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them.

38 The members for the time being of the Board may act notwithstanding any vacancy in their body.

#### **BORROWING**

39 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company.

#### **DISQUALIFICATION OF MEMBERS OF THE BOARD**

40 The office of any member of the Board shall be vacated:

- (a) if a receiving order is made against him or he makes any arrangement or composition with his creditors;
- (b) if he becomes of unsound mind;
- (c) if he ceases to be a Member;
- (d) if by notice in writing to the Company he resigns his office;
- (e) if he ceases to hold office by reason of any order made under the Act;
- (f) if he is removed from office by resolution passed pursuant to Section 303 of the Act.

In the case of such disqualification the Board shall have a power of attorney in respect of each and any disqualified director to sign any documentation required to give effect to such termination of directorship.

## PROCEEDINGS OF THE BOARD

- 41 The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Until the Transfer shall have been held and unless otherwise determined, one Board member shall constitute a quorum. Thereafter, the Board shall from time to time determine the quorum and unless otherwise determined, two members of the Board shall constitute a quorum. Questions arising at any meeting shall be decided by a majority vote.
- 42 A member of the Board may and on the request of a member of the Board the Secretary shall at any time summon a meeting of the Board by notice served upon the several members of the Board. A member of the Board who is absent from the United Kingdom shall not be entitled to notice of the meeting.
- 43 The Chairman shall be entitled to preside at all meetings of the Board at which he shall be present, but if there be no such chairman for the time being or if at any meeting the chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Board present shall choose one of their number to be chairman of the meeting.
- 44 The Board may delegate any of their powers either to a member of the Board or to committees consisting of such persons (whether or not members of the Board or the Company) as the Board think fit but so that any committee consisting of less than three persons shall consist only of members of the Board and any other committee shall consist of members of the Board to the extent of at least two thirds of its number. Any committee so formed shall conform to any regulations imposed on it by the Board and shall be subject at all times to the control of the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board as aforesaid.
- 45 All acts bona fide done by any meeting of the Board or of any committee set up by the Board shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid or that they or any of them was disqualified shall be as valid and effectual as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board or of the committee.
- 46 A resolution in writing signed by all the members for the time being of the Board or of any committee set up by the Board who are duly entitled to receive notice of a meeting of the Board or such committee shall be valid and effectual as if it had been passed at a meeting of the Board or such committee respectively duly convened and constituted.

## SECRETARY

- 47 The Board shall appoint the Secretary for such terms and at such remuneration and upon such conditions as they think fit, and they may remove any Secretary so appointed. The Board may from time to time by resolution appoint or remove an

assistant or deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary capable of acting.

### SEAL

- 48 If the Company has a seal, the seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by the Board in that behalf and every instrument to which the seal shall be affixed shall be signed by a member of the Board and shall be countersigned by the Secretary or by a second member of the Board or by some other person appointed by the Board for that purpose. Under Section 36A of the Act the company may execute and deliver any document as a deed under the signature of any two directors or of one director and the secretary.

### ACCOUNTS

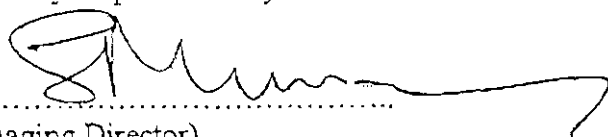
- 49 The Board shall cause accounting records to be kept in accordance with the Act.
- 50 The accounting records shall be kept at the registered office of the Company or, subject to the Act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of the officers of the Company.
- 51 The books of account shall be open to the inspection of any Member on reasonable notice.
- 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 the Board's Report shall not less than 21 days before the date of the meeting be sent to every Member and every holder of debentures of the Company and to every person registered under Articles 5 or 6 as the case may be. 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 shares or debentures.

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Name and address of Subscriber

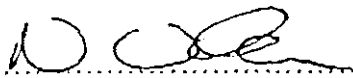
Stephen Murray  
Went View  
Great North Road  
Wentbridge  
West Yorkshire  
WF8 3JP

Signed by Stephen Murray



(Managing Director)

Witness Signature: .....



Witness Name: .....

NEIL WILKINSON

Witness Address: .....

SENNANIS, 28A CHURCH ROAD

ALTOFTS

WAKEFIELD WF6 2NN

Witness Occupation: .....

COMMERCIAL DIRECTOR

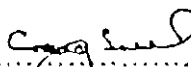
Dated this 6<sup>th</sup> day of April 2006


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Name and Address of Subscriber

Craig Robert Smith  
35 Whinmoor Court  
Leeds  
West Yorkshire  
LS14 1NX

Signed by Craig Robert Smith

  
.....  
(Director)

Witness Signature:  .....

Witness Name: NETEL WILKINSON

Witness Address: BEAUMAIS, 28A CHURCH ROAD

ALTOFTS  
WAKEFIELD WF6 2NN

Witness Occupation: COMMERCIAL DIRECTOR

Dated this <sup>6<sup>th</sup></sup> day of April 2006