

FILE COPY



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

Company No. 6298309

The Registrar of Companies for England and Wales hereby certifies that
SPRINGFIELD COURT (SALFORD) 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 2nd July 2007



N062983090



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B

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**



10

Please complete in typescript,
or in bold black capitals

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

SPRINGFIELD COURT (SALFORD) MANAGEMENT COMPANY LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

THE MALTINGS

HYDE HALL FARM

Post town

SANDON

County / Region

HERTFORDSHIRE

Postcode

SG9 0RU

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

MACE & JONES

Address

DRURY HOUSE

19 WATER STREET

Post town

LIVERPOOL

County / Region

MERSEYSIDE

Postcode

L2 0RP

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

Mace & Jones

Drury House, 19 Water Street, Liverpool,
L2 0RP

Tel 0151 236 8989

DX number DX 14166 DX exchange LIVERPOOL

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

SATURDAY



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23/06/2007

61

COMPANIES HOUSE

Laserform International 4/03

Company Secretary (see notes 1-5)Company name **SPRINGFIELD COURT (SALFORD) MANAGEMENT COMPANY LIMITED**

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s) **FAIRFIELD COMPANY SECRETARIES LIMITED**

Surname

FAIRFIELD COMPANY SECRETARIES LIMITED (REG NO. 5788785)

Previous forename(s)

Previous surname(s)

Address ☐

†† 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

THE MALTINGS**HYDE HALL FARM**

Post town

SANDON

County / Region

HERTS

Postcode

SG9 0RU

Country

ENGLAND

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

Consent signature

Date

14 06 2007**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

DEREK

Surname

BLANK

Previous forename(s)

Previous surname(s)

Address ☐

†† 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

5 HIGHERCROFT**WHITEFIELD**

Post town

MANCHESTER

County / Region

GREATER MANCHESTER

Postcode

M45 7LY

Country

ENGLAND

Day Month Year

Date of birth

05**11****19****56**

Nationality

BRITISH

Business occupation

ACCOUNTANT

Other directorships

PLEASE SEE ATTACHED SCHEDULE

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

Consent signature

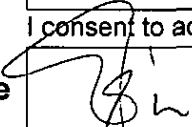
Date

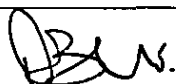
14 06 2007

Directors


(see notes 1-5)

Please list directors in alphabetical order

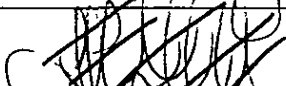
| NAME | *Style / Title | *Honours etc |
|---|---|---------------------|
| * Voluntary details | | |
| Forename(s) | KENNETH JAMES | |
| Surname | EWEN | |
| Previous forename(s) | | |
| Previous surname(s) | | |
| Address †† <input type="checkbox"/> | APARTMENT 25 | |
| | 156 CHAPEL STREET | |
| | Post town MANCHESTER | |
| | County / Region GREATER MANCHESTER | Postcode M3 6ES |
| | Country ENGLAND | |
| Date of birth | Day 1 5 0 3 Month 1 9 5 0 Year | Nationality BRITISH |
| Business occupation | SALES DIRECTOR | |
| Other directorships | PLEASE SEE ATTACHED SCHEDULE | |
| I consent to act as director of the company named on page 1 | | |
| Consent signature |  | Date 14 06 2007 |

This section must be signed by*Either***an agent on behalf
of all subscribers****Signed****Date***Or the subscribers**(i e those who signed
as members on the
memorandum of
association).***Signed****Date**

14 06 2007

Signed**Date**


14 06 2007

Signed**Date****Signed****Date****Signed****Date****Signed****Date**

Continuation Sheet To Form CO10**Springfield Court (Salford) Management Company Limited****Derek Blank****Schedule Of Other Directorships**

| Company Name | Date of Resignation or Dissolution (if applicable) |
|---|---|
| City South Management Company Limited | |
| City Point Management Company Limited | |
| Hart Road Management Company Limited | |
| Duchess Place Management Company Limited | |
| Whitefield Management Company Limited | |
| Orchard Mill Management Company Limited | |
| Brindley Court Management Company Limited | |
| 1001 Chester Road Management Company Limited | |
| City Gate Management Company Limited | |
| Castlefield Gate Management Company Limited | |
| Saxon Place (Sandbach) Management Company Limited | |
| Westlands Heath (Congleton) Management Company Limited | |
| St Vincents (Rushholme) Management Company Limited | |
| City Point 2 Management Company Limited | |
| Chelsfield Place (Chorlton) Management Company Limited | |
| St Vincents (Rushholme) No 2 Management Company Limited | |
| Sydney Court (Stretford) Management Company Limited | |
| Lantern Court (Baguley) Management Company Limited | |
| Butts Green (Kingswood) Management Company Limited | |
| Springbridge Court Management Company Limited | |
| Oaklands (Overdale Drive) Management Company Limited | |

| | |
|---|--|
| Thomasson Court (Bolton) Management Company Limited | |
| The Leadworks (Chester) Management Company Limited | |
| Sandfield Park (Bolton) Management Company Limited | |
| Loreto Place (Hulme) Management Company Limited | |
| Lamba Court (Salford) Management Company Limited | |
| Weller Court (Whalley Range) Management Company Limited | |
| Oaklands (Overdale Drive) (No 2) Management Company Limited | |
| Cedar Green (Gorton) Management Company Limited | |
| Manor Court (Sharston) Management Company Limited | |
| Roman Place (Platt Bridge) Management Company Limited | |
| Chew Valley (Greenfield) Management Company Limited | |



Continuation Sheet To Form CO10

Springfield Court (Salford) Management Company Limited

Kenneth James Ewen

Schedule Of Other Directorships

| Company Name | Date of Resignation or Dissolution |
|---|---|
| St Vincents (Rushholme) Management Company Limited | |
| City Point 2 Management Company Limited | |
| Chelsfield Place (Chorlton) Management Company Limited | |
| St Vincents (Rushholme) No 2 Management Company Limited | |
| Springbridge Court Management Company Limited | |
| Oaklands (Overdale Drive) Management Company Limited | |
| Thomasson Court (Bolton) Management Company Limited | |
| The Leadworks (Chester) Management Company Limited | |
| Sandfield Park (Bolton) Management Company Limited | |
| Loreto Place (Hulme) Management Company Limited | |
| Lamba Court (Salford) Management Company Limited | |
| Weller Court (Whalley Range) Management Company Limited | |
| Oaklands (Overdale Drive) (No 2) Management Company Limited | |
| Cedar Green (Gorton) Management Company Limited | |
| Manor Court (Sharston) Management Company Limited | |
| Roman Place (Platt Bridge) Management Company Limited | |
| Chew Valley (Greenfield) Management Company Limited | |



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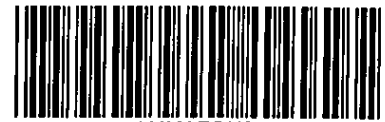
THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

SPRINGFIELD COURT (SALFORD) MANAGEMENT COMPANY LIMITED

SATURDAY



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23/06/2007

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COMPANIES HOUSE



- 1 The Company's name is "Springfield Court (Salford) Management Company Limited"
- 2 The Company's registered office is to be situated in England and Wales
- 3 1 The Company's objects are
 - 3 1 1 To acquire, hold, manage and administer the freehold or leasehold property or properties known as land at Springfield Road, off Trinity Way, Salford including without limitation of the generality of the foregoing any roads, accessways, footpaths, parking areas, common areas, drains, sewers, lighting, security and associated facilities (hereinafter called "the development") either on its own account or as trustee, nominee or agent of any other company or person
 - 3 1 2 To acquire and deal with and take options over any property, real or personal, including the development, and any rights or privileges of any kind over or in respect of any property, and to improve, develop, sell, lease, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto
 - 3 1 3 To collect all rents, charges and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings of whatsoever nature charged, assessed, or imposed on or in respect of the development or any part thereof
 - 3 1 4 To provide services of every description in relation to the development and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the development and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the development and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto
 - 3 1 5 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
 - 3 1 6 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 members of the Company to contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined

- 3 2 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company
- 3 3 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 all or any part of the property and rights of the Company
- 3 4 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 any investments made
- 3 5 To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company
- 3 6 To borrow and raise money in any manner 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, and also by a similar mortgage, charge, standard security, 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
- 3 7 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- 3 8 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, and concessions
- 3 9 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
- 3 10 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 of, or who are or have been employed by, or who are serving or have served the Company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any director, officer or auditor against any liability as is referred to in section 310(1) of the Act, and 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 and of their wives, widows, children and other relatives and dependants
- 3 11 To distribute among the members of the Company in kind any property of the Company of whatever nature
- 3 12 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others

- 3 13 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
- 3 14 AND so that
- 3 14 1 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, 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 such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company
- 3 14 2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and 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
- 3 14 3 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere
- 3 14 4 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause 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
- 4 The liability of the members is limited
- 5 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

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

Names and Addresses of Subscribers



Derek Blank
5 Highercroft
Whitefield
Manchester
M45 7LY



Kenneth James Ewen
Apartment 25
156 Chapel Street
Manchester
M3 6ES

Dated 14 June 2007

Witness to the above Signatures


K SMYLIE

Bellway Homes Limited
Bellway House
The Beacons
Warrington Road
Birchwood
Warrington WA3 6GQ

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

SPRINGFIELD COURT (SALFORD) MANAGEMENT COMPANY LIMITED

1 PRELIMINARY

- 1 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No 3373) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company
- 1 2 Regulations 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company

2 INTERPRETATION

2 1 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

"unit" means any of the 77 residential units comprising any of the properties within the development (as defined in the Memorandum of Association)

"unitholder" means the person or persons to whom a lease of a unit has been granted or assigned or who holds the freehold of a unit and so that whenever two or more persons are for the time being unitholders of a unit they shall for all purposes of these Articles be deemed to constitute one unitholder

- 2 2 Regulation 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom

3 MEMBERS

- 3 1 The subscribers to the Memorandum of Association shall be members of the Company. A subscriber may nominate any person to succeed him as a member of the Company and any person so nominated (other than a unitholder) shall have the same power to nominate a person to succeed him as if he had been a subscriber. Save as aforesaid, no person shall be admitted as a member of the Company other than a unitholder. The Company must accept as a member every person who is or who shall have become entitled to be admitted as a member and shall have complied with either of the signature provisions set out in article 3 3

- 3 2 Each subscriber to the Memorandum of Association and any person nominated to be a member under article 3 1 above shall, if not himself a unitholder, cease to be a member as soon as unitholders for all the units have become members
- 3 3 The provisions of section 352 of the Act shall be observed by the Company and every member of the Company other than the subscribers to the Memorandum of Association shall either sign a written consent to become a member or sign the register of members on becoming a member If two or more persons are together a unitholder each shall so comply, they shall together constitute one member and the person whose name first appears in the register of members shall exercise the voting powers vested in such member
- 3 4 A unitholder shall cease to be a member on the registration as a member of the successor to his unit and shall not resign as a member while holding, whether alone or jointly with others, a legal estate in any unit
- 3 5 If a member shall die or be adjudged bankrupt his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a member provided that he or they shall for the time being be a unitholder
- 4 GENERAL MEETINGS AND RESOLUTIONS
- 4 1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a member as a director shall be called by at least 21 clear days' notice All other extraordinary general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed
- 4 1 1 in the case of an annual general meeting, by all the members entitled to attend and vote thereat, and
- 4 1 2 in the case of any other general meeting, by a majority in number of the members having a right to attend and vote, being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than 95% of the total voting rights at the meeting of all the members
- 4 2 The notice shall specify the time and place of the meeting and, in the case of an annual general meeting, shall specify the meeting as such
- 4 3 The notice shall be given to all the members and to the directors and auditors and to every legal personal representative or trustee in bankruptcy of a member where the member, but for his death or bankruptcy, would be entitled to receive notice of the meeting
- 4 4 Regulation 38 in Table A shall not apply to the Company
- 4 5 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved
- 4 6 Regulation 41 in Table A shall not apply to the Company
- 4 7 Resolutions under section 303 of the Act for the removal of a director before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting

- 4 8 Regulation 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom
- 4 9 Regulation 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom
- 4 10 Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member to speak at the meeting
- 4 11 Save as provided in article 4 12, every member present in person or by proxy or, being a corporation, present by a duly authorised representative at a general meeting shall have one vote, whether voting is by show of hands or on a poll In any case where the same person is appointed proxy for more than one member he shall have as many votes as the number of members for whom he is proxy
- 4 12 Without prejudice to article 4 11 until every unit comprised in the development has been sold each member who is a subscriber to the Memorandum of Association or who became a member as a result of having been nominated by a subscriber to the Memorandum of Association under article 3 1 above shall have five hundred votes whether voting is a show of hands or on a poll
- 4 13 Regulations 54 and 55 in Table A shall not apply to the Company
- 4 14 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarially or in some other way approved by the directors may be deposited or received at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting
- 5 APPOINTMENT OF DIRECTORS
- 5 1 Regulation 64 in Table A shall not apply to the Company
- 5 2 Save for the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to section 13(5) of the Act, no person who is not a member of the Company shall in any circumstances be eligible to hold office as a director
- 5 3 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution Subject to and in default of any such termination there shall be no maximum number of directors and the minimum number of directors shall be one Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the directors generally, and regulation 89 in Table A shall be modified accordingly
- 5 4 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) in Table A shall not apply to the Company
- 5 5 Regulation 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom
- 5 6 No member shall be appointed a director at any general meeting unless either

5 6 1 he is recommended by the directors, or

5 6 2 not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that member for appointment, together with notice signed by that member of his willingness to be appointed

5 7 Subject to article 5 6 above, the Company may by ordinary resolution appoint any member who is willing to act to be a director, either to fill a vacancy or as an additional director

5 8 The directors may appoint a member who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with article 5 3 above as the maximum number of directors and for the time being in force

6 BORROWING POWERS

6 1 The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, 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 or of any third party

7 ALTERNATE DIRECTORS

7 1 No person who is not a member of the Company shall be capable of being appointed an alternate director Regulation 65 in Table A shall be modified accordingly

7 2 Unless otherwise determined by the Company in general meeting by ordinary resolution 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

7 3 A director, or any other member approved by resolution of the directors and willing to act, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present

8 DISQUALIFICATION OF DIRECTORS

8 1 Save for the persons who are deemed to have been appointed as the first directors of the Company on incorporation pursuant to section 13(5) of the Act, the office of a director shall be vacated if he ceases to be a member of the Company and regulation 81 in Table A shall be modified accordingly

9 GRATUITIES AND PENSIONS

9 1 The directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

9 2 Regulation 87 in Table A shall not apply to the Company

10 PROCEEDINGS OF DIRECTORS

- 10 1 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution 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
- 10 2 Each director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act
- 10 3 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company

11 MINUTES

- 11 1 Regulation 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom

12 THE SEAL

- 12 1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. 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 by the secretary or second director. Regulation 101 in Table A shall not apply to the Company

13 NOTICES

- 13 1 Regulation 112 in Table A shall be read and construed as if the second sentence has been omitted
- 13 2 Regulation 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" have been omitted

14 INDEMNITY

- 14 1 Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities 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, or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him 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. But this article shall only have effect in so far as its provisions are not avoided by section 310 of the Act
- 14 2 The directors shall have power to purchase and maintain for any director, officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act
- 14 3 Regulation 118 in Table A shall not apply to the Company

15 RULES OR BYELAWS

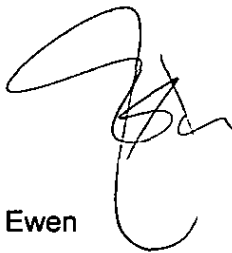
- 15 1 The directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or bye-laws regulate
- 15 1 1 the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees, charges, contributions or payments to be made by members,
- 15 1 2 the conduct of members of the Company in relation to one another, and to the Company and to the Company's servants or agents,
- 15 1 3 the setting aside of the whole or any part or parts of any property held, managed or administered by the Company at any particular time or times or for a particular purpose or purposes,
- 15 1 4 the procedure at general meetings and meetings of the directors and committees of the directors of the Company insofar as such procedure is not regulated by these Articles,
- 15 1 5 and, generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to the Company
- 15 2 The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the Company Provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company

- WE, the subscribers to this Articles of Association, wish to be formed into a Company pursuant to this Articles of Association

Names and Addresses of Subscribers



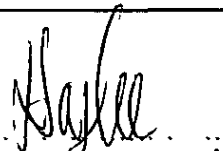
Derek Blank
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M45 7LY



Kenneth James Ewen
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Dated 14 June 2007

Witness to the above Signatures.


KSMYLIE

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