



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 6334437

The Registrar of Companies for England and Wales hereby certifies that  
LANEBRIDGE HOLDINGS 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 6th August 2007



N0 6334437H



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —



*Companies House*

— *for the record* —

Electronic statement of compliance  
with requirements on application  
for registration of a company  
pursuant to section 12(3A) of the  
Companies Act 1985

Company number

6334437

Company name

LANEBRIDGE HOLDINGS LIMITED

I,

STANLEY ANNISON

of

THE OAK HOUSE  
MOTTRAM HALL FARM  
WILMSLOW ROAD  
MOTTRAM ST. ANDREW  
CHESHIRE  
SK10 4QT

a

person named as a director of the company in the  
statement delivered to the registrar of companies  
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section  
12(3A) of the Companies Act 1985

Statement:

I hereby state 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.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies  
electronically and authenticated in accordance with the registrar's  
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to  
criminal prosecution



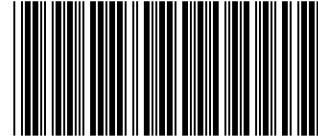
**Companies House**

— for the record —

**10(ef)**

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

Received for filing in Electronic Format on the: **03/08/2007**



XGPV5RSL

*Company Name  
in full:*

**LANEBRIDGE HOLDINGS LIMITED**

*Proposed Registered  
Office:*

**THE COACH HOUSE  
FULSHAW HALL  
ALDERLEY ROAD  
WILMSLOW  
CHESHIRE  
SK9 1RL**

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:  
Agent's Address:*

**DLA PIPER UK LLP  
3 NOBLE STREET  
LONDON  
EC2V 7EE**

*Company Secretary*

*Name*

**GEORGINA LINDSAY THOMPSON**

*Address:*

**11 LYNDHURST CLOSE  
WILMSLOW  
CHESHIRE  
SK9 6DE**

*Consented to Act:* **Y**

*Date authorised* **03/08/2007**

*Authenticated:* **Y**

---

*Director 1:*

*Name* **STANLEY ANNISON**

*Address:* **THE OAK HOUSE  
MOTTRAM HALL FARM  
WILMSLOW ROAD  
MOTTRAM ST. ANDREW  
CHESHIRE  
SK10 4QT**

*Nationality:* **BRITISH**

*Business occupation:* **DIRECTOR**

*Date of birth:* **03/10/1945**

*Consented to Act:* **Y**      *Date authorised* **03/08/2007**      *Authenticated:* **Y**

---

*Director 2:*

*Name* **MARTIN ALEXANDER SCHULER**

*Address:* **MAUBERN HALL  
HARROP LANE  
ADLINGTON  
CHESHIRE  
SK10 4LE**

*Nationality:* **BRITISH**

*Business occupation:* **DIRECTOR**

*Date of birth:* **04/02/1945**

*Consented to Act:* **Y**      *Date authorised* **03/08/2007**      *Authenticated:* **Y**

---

*Authorisation*

*Authoriser Designation:* **SUBSCRIBER**      *Date Authorised:* **03/08/2007**      *Authenticated:* **Yes**

**THE COMPANIES ACTS 1985 AND 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**of**  
**LANEBRIDGE HOLDINGS LIMITED**

1. The Company's name is "Lanebridge Holdings Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
  - 3.1 to carry on business as a general commercial company; that is to say:
    - 3.1.1 to carry on any trade or business whatsoever;
    - 3.1.2 to do all such things as are incidental or conducive to the carrying on of any trade or business;
  - 3.2 to carry on the business of a holding company and, for that purpose, to acquire and hold, either in the name of the Company or in that of any nominee, shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business, and whether a subsidiary company of or under the control of the Company or otherwise including (but without being limited to) companies carrying on any of the businesses referred to in clause 3.1, and to control, co-ordinate, finance and manage the business, activities and affairs of the same and to exercise and enforce all rights conferred by or incidental to the ownership of any such shares, stock, obligations or other securities, and to acquire and hold debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority (supreme, dependent, municipal, local or otherwise) in any part of the world;
  - 3.3 to buy, sell, manufacture, repair, alter, improve, prepare for market, let on hire and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified in this memorandum, or which are likely to be required by customers or other persons having, or about to have, dealings with the Company;
  - 3.4 to enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed;
  - 3.5 to acquire, undertake and carry on the whole or any part of the business,

assets and liabilities of any person or company carrying on any business which may, in the opinion of the directors, be capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights, or any property suitable for the purposes of the Company, or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for the sharing of profits, mutual assistance, co-operation, joint venture, reciprocal concession, or otherwise with any company or with any employees of the Company, and to lend money to, guarantee the contracts of, or otherwise assist any such company, and to take or otherwise acquire shares or securities of any such company, and to sell, hold, reissue (with or without guarantee) or otherwise deal with the same;

- 3.6 to enter into any arrangements with any government or authority (national, international, supreme, municipal, local or otherwise) which may, in the opinion of the directors, be 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, in the opinion of the directors, is desirable, and to carry out, exercise and comply with any such arrangements, charters, decrees, rights, privileges and concessions;
- 3.7 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, licences, secret processes, trade marks, designs, protections, concessions and the like, and to disclaim, alter, modify, 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 and testing and researching, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire;
- 3.8 to enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee or otherwise provide security for, with or without the Company receiving any consideration for so doing or advantage from so doing, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any other means whatever, the performance of the obligations and the payment of any monies (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any relative costs or expenses whether on any stocks, shares or securities or otherwise) by any company including, but not limited to, any company which is for the time being the Company's holding company or a subsidiary of the Company (each as defined by section 736 of the Companies Act 1985) or of the Company's holding company (as so defined) or any company which is, for the time being, a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other company whatever. For the purposes of this clause, "guarantee" shall be construed so as to include any other obligation howsoever described to pay, satisfy, provide funds (whether by advance of money, the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to

indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company;

- 3.9 to promote, finance or assist any other company for the purpose of acquiring all or any of the property, rights or undertaking or assuming the liabilities of the Company, or for any other purpose which may, in the opinion of the directors, be directly or indirectly calculated to benefit the Company or enhance the value of any property 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 such company;
- 3.10 to pay, out of the funds of the Company, all or any expenses (but only those which the Company may lawfully pay) of or incidental to the formation, registration, promotion and advertising of or raising money for the Company and the issue of its capital, including those expenses incurred in connection with advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for, or taking, placing or underwriting or procuring the underwriting of, shares or other securities;
- 3.11 to remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as fully paid up in full or in part or otherwise as may be thought expedient;
- 3.12 to act as agents or brokers and as trustees for any person, firm or company and to undertake and perform subcontracts;
- 3.13 generally to purchase, take on lease or exchange, hire or by other means acquire any real or personal property and any rights or privileges over or in respect of it;
- 3.14 to invest and deal with the monies of the Company in such manner as may from time to time be determined by the directors and to hold or otherwise deal with the investment made;
- 3.15 to receive money on deposit or on loan on such terms as the directors of the Company may approve;
- 3.16 to borrow or raise money in any manner and to secure by mortgage, charge or lien on the whole or any part of the Company's undertaking and property (whether present or future) including its uncalled capital, the discharge by the Company or any other person of any obligation or liability;
- 3.17 to lend money and advance or give credit with or without security, but not to carry on the business of a registered money lender;
- 3.18 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 3.19 to remunerate any person, firm or company for rendering services in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares or debentures or other securities of the

Company or of any company in which the Company may be interested or proposes to be interested, or in or about the conduct of the business of the Company, either by cash payment or by the allotment of shares or other securities of the Company credited as paid up in full or in part, or otherwise as may be thought expedient;

- 3.20 to subscribe for, either absolutely or conditionally, or otherwise acquire and hold shares, stocks, debentures, debenture stock or other obligations of any other company and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest;
- 3.21 to sell, lease, exchange, let on hire, or otherwise dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the directors shall think fit, and in particular for shares, whether fully or partly paid up, debentures or securities of any company purchasing the same, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over or turn to account or otherwise deal with all or any part of the property or rights of the Company;
- 3.22 to adopt such means of making known the businesses and products of the Company as may, in the opinion of the directors, seem expedient and, in particular, by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations;
- 3.23 to support, subscribe or contribute to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its directors, officers or employees, or the directors, officers and employees of its predecessors in business or of any subsidiary or associated company, or which may be connected with any town or place where the Company carries on business;
- 3.24 to grant pensions, gratuities, annuities or charitable aid and generally to provide advantages, facilities and services to any person (including any directors or former directors) who may have served the Company or its predecessors in business or any subsidiary or associated company or to the wives, children or other dependants or relatives of such persons, to make advance provision for the payment of such pensions, gratuities or annuities as aforesaid by establishing or acceding to such trusts, schemes or arrangements (whether or not capable of approval by HM Revenue & Customs under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements, and to make payments towards insurance for the benefit of such persons or to their wives, children, or other dependants or relatives;
- 3.25 to establish and contribute to any scheme for the purchase of or subscription by trustees for shares in the Company to be held for the benefit of the employees of the Company or any subsidiary or associated company, and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for shares in the Company



and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them;

- 3.26 to apply for, promote and obtain any act of Parliament, order or licence of the Department of Business, Enterprise and Regulatory Reform or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may, in the opinion of the directors, seem calculated, directly or indirectly, to promote the Company's interests, and to oppose any proceedings or applications which may, in the opinion of the directors, seem calculated, directly or indirectly, to prejudice the Company's interests;
- 3.27 to establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit;
- 3.28 to distribute among the shareholders in specie any of the property of the Company or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law;
- 3.29 to purchase and maintain insurance for the benefit of any person who is an officer or employee, or former officer or employee, of the Company or of any other company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect) or who is or was at any time trustee of any retirement benefits scheme or any other trust in which any such officer or employee or former officer or employee is or has been interested, indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against;
- 3.30 to amalgamate with any other company;
- 3.31 to contribute to or support any public, general, political, charitable, benevolent or useful object as may, in the opinion of the directors, be in the interests of the Company or its members to contribute to or support;
- 3.32 to make gifts or donations of any kind and for any purpose;
- 3.33 to provide services of any description to any persons and to carry on business as advisers, consultants, brokers and agents of any kind in relation to goods or services of any description and to provide management, personnel and training services;
- 3.34 to pay or settle any claims made against the Company (whether legally enforceable or not) and to do so either with or without receiving any payment or other consideration or benefit for it and either in connection

with any other business activity or transaction or by itself;

- 3.35 to do all or any of the above things in any part of the world and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subcontractors or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place;
- 3.36 to do all such other things as are, in the opinion of the directors, incidental or conducive to the attainment of the Company's objects, or the exercise of its powers or any of them.

and so that:

- 3.37 Each of the objects specified in each sub-clause of this clause shall, except where otherwise expressed in such sub-clause, be regarded as an independent main object and shall not be limited or restricted by reference to or inference from the terms of any other sub-clause of this clause 3 or the name of the Company.
  - 3.38 None of the sub-clauses of this clause or the objects or powers specified or conferred in those sub-clauses shall be deemed subsidiary 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 objects and powers provided in each sub-clause as if each sub-clause contained the objects of a separate company.
  - 3.39 The word "company" in this clause (except where used in reference to the Company) shall be deemed to include any person or partnership or other body of persons, whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated, and words denoting the singular number only shall include the plural number and vice versa.
  - 3.40 Any reference in this clause to any provision of the Companies Act 1985 shall be deemed to include a reference to any modification or re-enactment of that provision for the time being in force.
- 4. The liability of the members is limited.
  - 5. The Company's share capital is £1,000 divided into 1,000 ordinary shares of £1 each.

---

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER(S)	NUMBER OF SHARES TAKEN BY THE SUBSCRIBER(S)
---	--

---

Stanley Annison The Oak House Mottram Hall Farm Wilmslow Road Mottram St Andrew Cheshire SK10 4QT	One
---	-----

Total shares taken	One
--------------------	-----

---

Dated 3rd August 2007

**THE COMPANIES ACT 1985**

-----

**PRIVATE COMPANY LIMITED BY SHARES**

-----

**ARTICLES OF ASSOCIATION**

**OF**

**LANEBRIDGE HOLDINGS LIMITED**

-----

**PRELIMINARY**

1. The Company is a private company and the following provisions and (unless and to the extent that they are excluded or modified by, or are inconsistent with, the provisions set out in this document) the regulations contained in Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000 ("Table A") shall constitute the articles of association of the Company and, for the avoidance of doubt, references in this document to "these articles" shall be construed accordingly.
2. References in these articles to numbered regulations shall, unless the context requires otherwise, be deemed to be references to regulations in Table A. Regulations 8, 24, 60 to 62 (inclusive), 73 to 80 (inclusive), 87, 94 to 97 (inclusive) 101, 111, 112 and 115 of Table A shall not apply to the Company.
3. In these articles:  
  
"address" in relation to electronic communication means any number or address used for the purposes of such communications;  
  
"written" and "in writing" include any method of representing or reproducing words in legible form including, for the avoidance of doubt, electronic communication.

**ELECTRONIC COMMUNICATION**

4. Regulation 1 shall be modified by deleting the words "electronic communication" means the same as in the Electronic Communications Act 2000" and substituting instead the words "'electronic communication" means any communication transmitted by way of fax or email" and all references to "electronic communication" in these articles will be construed accordingly.

**SHARE CERTIFICATES**

5. Regulation 6 of Table A shall be modified by adding after "Every certificate shall

be sealed with the seal" the words "or executed in such other manner as the directors authorise, having regard to the Act".

#### **LIEN**

6. The Company shall have a first and paramount lien on every share (whether fully paid or not) registered in the name of any member (whether solely or jointly with others) for all debts or liabilities due from such member or his estate whether solely or jointly with any other person (whether or not a member) and whether or not such debts or liabilities are presently payable or dischargeable. The Company's lien on a share shall extend to all dividends or other moneys and rights payable on it or accruing to it or in respect of it.

#### **SHARES**

7. The directors are generally and unconditionally authorised for the purposes of section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company 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 and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. This authority may, at any time (subject to the said section 80), be renewed, revoked or varied by ordinary resolution of the Company in general meeting.
8. Subject to the provisions of these articles and the Act, the directors may allot, grant options over or otherwise dispose of the shares in the original capital and any new shares that may be created to such persons at such times and on such terms as they think proper and the provisions of section 89(1) and section 90(1) to (6) inclusive of the Act shall not apply to the allotment of any shares in the Company.
9. The Company in general meeting may give the directors any authority required under section 80 of the Act in respect of relevant securities as defined in that section and any such authority may be general or for a particular exercise of the powers requiring such authority and may be unconditional or subject to conditions; provided that any such authority shall state the maximum number of relevant securities to which it applies and the date being not more than five years from the date of the passing of the resolution granting the authority on which the authority will expire.

#### **TRANSFER OF SHARES**

10. The directors may, in their absolute discretion and without giving any reason for so doing, refuse to register any transfer of any share, whether or not it is a fully paid share.

#### **PURCHASE OF OWN SHARES**

11. Regulation 35 shall be modified by deleting the words "otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares" and substituting instead the words "whether out of its distributable profits or out of the proceeds of a fresh issue of shares or otherwise".

## **GENERAL MEETINGS**

12. In regulation 41 the words "and if at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during an adjourned meeting such a quorum ceases to be present, the meeting shall stand dissolved" shall be added after the words "directors may determine".
13. A poll may be demanded at any general meeting by any one member present in person or by proxy and entitled to vote. Paragraph (b) of regulation 46 shall be modified accordingly and paragraphs (c) and (d) of that regulation shall not apply.

## **VOTES OF MEMBERS**

14. The appointment of a proxy shall be in writing in any form which is usual or in such other form which the directors may approve, and shall be executed by or on behalf of the appointer.
15. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:
  - 15.1 in the case of an appointment of a proxy by a form of proxy (which for the avoidance of doubt does not include an appointment contained in an electronic communication) be received at the office or such other place within the United Kingdom as may be specified in the notice convening the meeting and/or in any form of proxy or other accompanying document sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of proxy proposes to vote; or
  - 15.2 in the case of an appointment contained in an electronic communication, if an address has been specified for that purpose:
    - 15.2.1 in the notice convening the meeting, or
    - 15.2.2 in any form of proxy or other accompanying document sent out by the Company in relation to the meeting, or
    - 15.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
  - 15.3 in the case of a poll taken more than 48 hours after it is demanded, be received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
  - 15.4 if a meeting is adjourned for less than 48 hours or if a poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the adjourned meeting or at the meeting at which the poll was demanded to any director or the secretary,

and an appointment of a proxy which is not received or delivered in accordance with this article 15 shall be invalid.

## **DIRECTORS**

16. The minimum number of directors shall be one and, whilst there is only one director, he shall constitute a quorum for all directors' meetings. Regulations 64 and 89 shall be modified accordingly.
17. A director (including an alternate director) is not required to hold any qualification shares in the Company, but nevertheless shall be entitled to attend and speak at any general meeting of, and at any separate meeting of the holders of any class of shares in, the Company.
18. Any director (or his alternate) may validly participate in a meeting of directors or of a committee of directors through the medium of a conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall, accordingly, be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
19. A director (including an alternate director) who has disclosed his interest may vote as a director in regard to any contract or arrangement in which he has, directly or indirectly, an interest or on any matter arising out of any such contract or arrangement, and if he does so vote, his vote shall be counted, and he shall be counted in the quorum when any such contract or arrangement is under consideration.
20. Any director who, at the request of the board of directors, performs special or extraordinary services on behalf of the Company, or who goes to or resides in any place other than where he usually resides for the purpose of discharging his duties, may be paid such extra remuneration (whether by way of lump sum, salary, commission or participation in profits or otherwise) as the directors may determine.
21. The directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and uncalled capital and, subject to the provisions of the Act, to issue debentures, debenture stock and other securities, either outright or as security for any debts, liability or obligation of the Company or of any third party.
22. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an additional director.
23. A member or members holding a majority in nominal amount of the issued shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a director or directors, either to fill a casual vacancy or as an addition to the existing directors and to remove from office any director howsoever appointed. Every such appointment or removal shall be in writing and signed by or on behalf of the member or members making the same and shall take effect on delivery to the Company.

24. The Company may at any time and from time to time by ordinary resolution appoint any person or persons to be a director or directors, either to fill a casual vacancy or as an addition to the existing directors and, without prejudice to the provisions of the Act, may at any time remove a director from office provided that any such removal shall be without prejudice to any claim such director may have for breach of any contract of service between him and the Company.
25. No director shall be required to vacate his office as a director and no person shall be disqualified from being appointed as a director by reason of his attaining or having attained the age of seventy.
26. The last sentence of regulation 84 shall not apply.

#### **DIRECTORS' GRATUITIES AND PENSIONS**

27. The directors may grant retirement pensions or annuities or other gratuities or allowances, including allowances on death, to any person or to the widow of or dependants of any person in respect of services rendered by him to the Company whether as managing director or in any other office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company or any predecessor in business of the Company or of any such subsidiary, including a director or former director of the Company, and the Company may make payments towards insurance or trusts for such purposes in respect of any such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

#### **INFORMATION**

28. Any member of the Company, if asked by the directors, must give all information in his possession or power (supported, if required by the directors, by a statutory declaration) relating to or which, in the opinion of the directors, might relate to the status of the Company as a close company within the meaning of section 414 of the Income and Corporation Taxes Act 1988 or any statutory modification or re-enactment of it. If a member fails to comply with any such request by the directors to the satisfaction of the directors within a period of three months from the date of any such request, no dividends declared on any shares in the Company held by him shall be paid to such member until he has complied, but all such dividends shall, in the meantime, be retained by the Company without any liability to pay interest in respect of them.

#### **THE SEAL**

29. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed or which is intended to take effect as if executed under the seal and, unless otherwise so determined, any such instrument may be signed by any director and the secretary, or by any two directors.



## NOTICES

30. Any notice or other document to be served on or by or delivered to or by any person pursuant to these articles (other than a notice calling a meeting of the directors) shall be in writing and shall be served or delivered in accordance with articles 31 and 32 or article 33 as the case may be.
31. Any notice or other document may only be served on, or delivered to, any member by the Company:
  - 31.1 personally;
  - 31.2 by sending it through the post in a prepaid envelope addressed to the member at his registered address (whether such address be in the United Kingdom or otherwise);
  - 31.3 by delivery of it by hand to or leaving it at that address in an envelope addressed to the member;
  - 31.4 except in the case of a share certificate and only if an address has been specified by the member for such purpose, by electronic communication.
32. In the case of joint holders of a share, all notices and other documents shall be given to the person named first in the register in respect of the joint holding and notice so given shall be sufficient notice to all joint holders.
33. Any notice or other document may only be served on, or delivered to, the Company by anyone:
  - 33.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at the office or such other place in the United Kingdom as may from time to time be specified by the Company;
  - 33.2 by delivery of it by hand to the office or such other place in the United Kingdom as may from time to time be specified by the Company;
  - 33.3 if an address has been specified by the Company for such purpose (and in the case of an appointment of a proxy such address has been specified in a document or other communication referred to in article 15), by electronic communication.
34. Any notice or other document (other than the appointment of a proxy):
  - 34.1 addressed to the recipient in the manner prescribed by these articles shall, if sent by post, be deemed to have been served or delivered:
    - 34.1.1 (if prepaid as first class) 24 hours after it was posted; and
    - 34.1.2 (if prepaid as second class) 48 hours after it was posted;

- 34.2 not sent by post but delivered by hand to or left at an address in accordance with these articles shall be deemed to have been served or delivered on the day it was so delivered or left;
- 34.3 sent by electronic communication shall be deemed to have been served or delivered 48 hours after it was sent and in proving such service it shall be sufficient to produce a transaction report or log generated by a fax machine which evidences the fax transmission or a confirmation setting out the total number of recipients sent to or each recipient to whom the message was sent as the case may be.

#### **INSURANCE**

35. The directors may exercise all the powers of the Company to purchase and maintain policies of insurance providing insurance cover up to such limit or limits as the directors may decide for the directors or any of them and any other officer (including former directors and other officers) or auditor of the Company against liability for negligence or default, breach of duty or breach of trust or any other liability in relation to the affairs of the Company which may be lawfully insured against.

---

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER(S)

---

Stanley Annison  
The Oak House  
Mottram Hall Farm  
Wilmslow Road  
Mottram St Andrew  
Cheshire  
SK10 4QT

---

DATED 3rd August 2007