FILE COPY

RE-SCAN

CERTIFICATE OF INCORPORATION

OF A PRIVATE LIMITED COMPANY

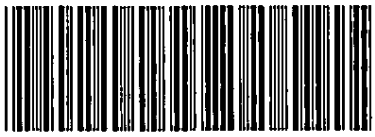
Company No. 6477334

The Registrar of Companies for England and Wales hereby certifies that

THE GIULIETTA CLUB 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 18th January 2008



N06477334L

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

This Certificate/~~Document~~ supercedes the Certificate/~~Document~~ on file which incorrectly quoted the name of the company As THE GIULIETTE CLUB LIMITED

HC007B

FILE COPY

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

This Certificate/~~Document~~ contains a
Mistake in the name of the company and
Is superceded by the certificate/~~Document~~
On file

Companies House

— *for the record* —

HC007B

Companies House
— for the record —

12

Declaration on application for registration

Please complete in typescript, or in bold black capitals.

CHFP000

6477334

Company Name in full THE GIULIETTA CLUB LIMITED

I, PAUL DOUGLAS MORRIS

of HILLSIDE COTTAGE, GRETTON, GL54 5EP

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

† Please delete as appropriate

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

Declarant's signature

Declared at HUNGERFORD, RG17 0JG

	Day	Month	Year
On	09	01	2008

before me ❶ (Brendan Patrick MacAuley)

❶ Please print name

Signed **Date** 9th January 2008

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

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

MACAULEY & Co, 2 Church St,
Hungerford, RG17 0JG
Tel 01488 682348
DX number 47111 DX exchange Hungerford.

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 **DX 235 Edinburgh**
for companies registered in Scotland **or LP - 4 Edinburgh 2**

THURSDAY

ASQLVWFJ
A60 17/01/2008 67
COMPANIES HOUSE

LAWPACK

10

Please complete in typescript, or in bold black capitals

CHFP037

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full THE GIULIETTA CLUB LIMITED

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

HILLSIDE COTTAGE
GRETTON

Post town CHELTENHAM

County / Region GLOUCESTERSHIRE Postcode GL54 5EP

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

JM

Agent's Name JUAY

Address

Post town

County / Region Postcode

Number of continuation sheets attached

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form The contact information th se

Tel

DX number DX exchange

WEDNESDAY THURSDAY

ASQLUWFI
A60 17/01/2008 68
COMPANIES HOUSE

AGG5OVF9
A29 12/12/2007 26
COMPANIES HOUSE

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
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

Company name: THE GIULIETTA CLUB LIMITED

NAME *Style / Title: MR *Honours etc:

* Voluntary details

Forename(s): PAUL DOUGLAS

Surname: MORRIS

Previous forename(s):

Previous surname(s):

· 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

Address ··: HILLSIDE COTTAGE

GRETTON

Post town: CHELTENHAM

County / Region: GLOUCESTERSHIRE Postcode: GL54 5EP

Country: UNITED KINGDOM

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

Consent signature Date: 8th Dec. 2007

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title: MR *Honours etc:

Forename(s): PAUL GERARD

Surname: GREGORY

Previous forename(s):

Previous surname(s):

· 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

Address ·: IBTHORPE TOWER

HURSTBOURNE TARRANT

Post town: ANDOVER

County / Region: HANTS Postcode: SP11 0DG

Country: UNITED KINGDOM

Date of birth Day Month Year: 25 04 1949 **Nationality:** BRITISH

Business occupation: CHARTERED ENGINEER

Other directorships: SPEAR ELECTRICAL LTD, OAKLODGE CONSULTANTS LTD, NOVAMEDIX SERVICES LTD,

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

Consent signature Date: 21st November 2007

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR
	*Honours etc	
* Voluntary details	Forename(s)	PAUL DOUGLAS
	Surname	MORRIS
	Previous forename(s)	
	Previous surname(s)	
** 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	Address **	HILLSIDE COTTAGE
		GRETTON
	Post town	CHELTENHAM
	County / Region	GLOUCESTERSHIRE
	Postcode	GL54 5EP
	Country	UNITED KINGDOM
	Date of birth (Day Month Year)	06 07 1949
	Nationality	BRITISH
	Business occupation	BUSINESS CONSULTANT
	Other directorships	

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

Consent signature [signature] **Date** 8th December 2007

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

Signed	[signature]	**Date**	21st November 2007
Signed	[signature]	**Date**	8th December 2007
Signed		**Date**	
Signed		**Date**	
Signed		**Date**	
Signed		**Date**	
Signed		**Date**	

Notes

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

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

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

- for a married woman, the name by which she was known before marriage need not be given,

- names not used since the age of 18 or for at least 20 years need not be given

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

Address

Give the usual residential address

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

Subscribers

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

2 Directors known by another description

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

3 Directors details

- Show for each individual director the director's date of birth, business occupation and nationality
The date of birth must be given for every individual director

4 Other directorships

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

- dormant,

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

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

- another wholly owned subsidiary of the same parent company

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

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

100186/20 LUR 75490.

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

THE GIULIETTA CLUB LIMITED

WEDNESDAY THURSDAY
A60 *ASQLWWFK* 17/01/2008 COMPANIES HOUSE 66
A29 *AGG5MVF7* 12/12/2007 COMPANIES HOUSE 28

1. The Company's name is "THE GIULIETTA CLUB LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are.

To bring together owners and enthusiasts of the Alfa Romeo Giulietta 750 and 101 series models and the Giulia 101 series derivatives, to the benefit of their cars and owners.

To promote the Alfa Romeo 750/101 Giulietta and Giulia models.

To be recognised as the established organisation dedicated to the Alfa Romeo Giulietta range

To provide various means of exchanging views, opinions and experiences between owners and members

To provide information to its members, regarding the history, use, maintenance, repair and use of the Giulietta models.

In furtherance of the above objects but not further or otherwise the Company shall have the following powers:

(a) To acquire all or any of the assets, liabilities and undertakings of the Giulietta Register, from that body,
(b) To bring together owners and enthusiasts of the Alfa Romeo Giulietta 750 and 101 series models and the Giulia 101 series derivatives, to the benefit of their cars and owners, and to promote the Alfa Romeo 750/101 Giulietta and Giulia models,

(c) To acquire, maintain, repair, develop and provide equipment, machinery, articles and items of all kinds necessary for or appropriate to the attainment of the Company's objects;

(d) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit,

(e) To create, maintain and operate libraries and reference facilities, reading rooms and study centres for members of the Company and to publish and distribute journals, magazines, newsletters, books, papers, reports and the like whether in printed, paper, electronic or other formats,

(f) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit;

(g) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments;

(h) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;

(i) To operate repair and maintenance facilities, together with all associated plant and equipment;

(j) To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law,

(k) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects,

(l) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects,

(m) Subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors, and other professional persons, workmen and other staff as are necessary for the furtherance of the objects of the Company.

(n) To subscribe to, become a member of, or amalgamate or co-operate with any other organisation, institution, society, or charitable body not formed or established for the purposes of profit (whether incorporated or not and whether

in Great Britain or Northern Oreland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such organisation, institution, society or charitable body

(o) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company,

(p) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable body, institution, society, or body with which this Company is authorised to amalgamate,

(q) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company,

(r) To do all such other lawful things as are necessary for the attainment of the above objects or any of them

(s) To provide indemnity insurance to cover liability of the Management Committee (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company, provided that any such insurance shall not extend to any claim arising from any act or omission which the Management Committee (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Management Committee (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not

Provided that

(a) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(b) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers

(c) In case the Company shall take or hold any property subject to jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Management

Committee or Governing Body of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Management Committee or Governing Body have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Committee or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated

4 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, and no member of its Management Committee or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company

Provided that nothing herein shall prevent any payment in good faith by the Company.

(a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Management Committee or Governing Body) for any services rendered to the Company,
(b) of interest on money lent by any member of the Company or of its Management Committee or Governing Body at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Management Committee or Governing Body;
(c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Management Committee or Governing Body,
(d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Management Committee or Governing Body may also be a member holding not more than 1/100th part of the capital of that company; and
(e) to any member of its Management Committee or Governing Body of reasonable out-of-pocket expenses, and
(f) of any premium in respect of any such indemnity insurance as is permitted by Clause 3(s) of the Memorandum of Association of the Company

5. The liability of the members is limited.

6. 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 or she 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 or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributions among themselves
7 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

Signatures, names and addresses of subscribers

1. Signature .....
   Name PAUL GERARD GREGORY
   Address IBTHORPE TOWER
   HURSTBOURNE TARRANT, HANTS SP11 0DQ
2 Signature .....
   Name PAUL DOUGLAS MORRIS
   Address WELL COTTAGE GRETTON
   CHELTENHAM, GLOS. GL54 5EP

Dated this 9th day of January year 2008

Witness to the above signatures.

Signature .....
Name C. WOOD
Address Peartree Bungalow
Main Road
WR2 6LQ

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

THE GIULIETTA CLUB LIMITED

INTERPRETATION

1 In these Articles:

"the Act" means the Companies Act, 1985, but so that any reference to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

"the Management" means the Management Committee of the Company

"secretary" means any person appointed to perform the duties of the secretary of the Company.

"the United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Aricles shall bear the same meaning as in the Act or any statutory modification or re-enactment thereof for the time being in force.

OBJECTS

2. The Company is established for the objects expressed in the Memorandum of Association

MEMBERS

3. The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership shall be members

Management shall admit to membership shall be members of the Company

4 Unless the members of the Management or the Company in General Meeting shall make other provision pursuant to the powers contained in Article 66, the members of the Management may in their absolute discretion permit any member of the Company to retire, provided (regardless of any other provision pursuant to Article 66) that after such retirement the numbers of members is not less than three.

GENERAL MEETINGS

5. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting in such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year The Annual General Meeting shall be held at such time and place as the Management shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings
6 The Management may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meeting shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient members of the Management capable of acting to form a quorum, any member of the Management or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Management.

NOTICE OF GENERAL MEETINGS

7. An Annual General Meeting 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 Annual General Meeting 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 meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by

the Company in general meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company

Provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it so agreed

(a) In the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat, and
(b) In the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the members.

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

PROCEEDINGS AT GENERAL MEETINGS

9. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, fifteen members present in person shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the time and place, or to such other day and at such other time and place as the Management may determine
10. The chairman, if any, of the Management shall preside as chairman at every General Meeting of the Company, or if there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the members of the Management present shall elect one of their number to be chairman of the meeting
11. If at any meeting no member of the Management is willing to act as chairman or if no member of the Management is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting
12. 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 that the business left unfinished at the meeting from which the adjournment took place When a meeting is adjourned for thirty 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 any notice of an adjournment or of the business to be transacted at an adjourned meeting

13. At any General Meeting a resolution put to the vote of the meeting shall be decided on show of hands unless a poll is (before or on the declaration of the result of a show of hands) demanded.

    (a) by the chairman; or
    (b) by at least two members present in person
    (c) by any member or members present in person and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.

Unless a poll be so demanded 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

The demand for a poll may be withdrawn.

14. Except as provided in Article 16, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be resolution of the meeting at which the poll was demanded.
15. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
16. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTES OF MEMBERS

17. Every member shall have one vote.
18. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, or curator bonis.
19. No member shall be entitled to vote at any General Meeting unless all moneys presently payable by him to the Company have been paid.
20. On a poll votes must be given personally.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

21. Any corporation which is a member of the Company may by resolution of its Management or other governing body authorise such person as it thinks fit to act as its

representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company

MANAGEMENT COMMITTEE

22. The maximum number of the members of the Management shall be determined by the Company in General Meeting, but unless and until so fixed there shall be no maximum number and the minimum number of members of the Management shall be two to include two officers of the Company.
23. The members of the Management shall be paid all reasonable out of pocket expenses properly incurred by them in meeting their responsibilities but not to include expenses incurred by them in attending and returning from meetings of the Management or any committee of the Management or General Meetings of the Company or in connection with the business of the Company

BORROWING POWERS

24. The Management may in furtherance of the objects of the Company but not otherwise exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking and 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.

POWERS AND DUTIES OF THE MANAGEMENT

25 The business of the Company shall be managed by the Management, who may pay all expenses incurred in promoting and registering the Company, and 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 regulations made by the Company in General Meeting shall invalidate any prior act of the Management which would have been valid if that regulation had not been made.
26. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the secretary
27. The Management shall cause minutes to be made in books provided for the purpose.
    (a) of all appointments of officers made by the Management,
    (b) of the names of the members of the Management present at each meeting of the Management and of any committee of the Management;
    (c) of all resolutions and proceedings at all meetings of the Company, and of the Management and of committees of the Management.

DISQUALIFICATION OF MEMBERS OF THE MANAGEMENT

28 The office of member of the Management shall be vacated if the member

(a)becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(b) becomes prohibited from being a member of the Management by reason of any order made under any provision of the Act or any statute or otherwise becomes prohibited by law from being a member of the Management, or

(c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs, or

(d) resigns his office by notice in writing to the Company or

(e) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 317 of the Act, or

Unless, not less than (f) is absent without permission of the members of the Management from all their meetings held within a period of 12 months and the members of the Management resolve that his office be vacated.

29. A member of the Management shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

ROTATION OF MEMBERS OF THE MANAGEMENT

30. At the first Annual General Meeting of the Company all the members of the Management shall retire from office, and at the Annual General Meeting in every subsequent year those members of the Management not being officers of the Company shall retire from office.
31. A retiring member of the Management shall be eligible for re-election.
32. The Company at the meeting at which a member of the Management retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring member of the Management shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member of the Management shall have been put to the meeting and lost
33. No person other than a member of the Management retiring at the meeting shall unless recommended by the Management be eligible for election to the office of member of the Management at any General Meeting unless, not less than three nor more than twenty-one days before the date appointed for the meeting, there shall have been left at the registered office of the Company notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his

intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

34. The Company may from time to time by ordinary resolution increase or reduce the number of members of the Management.
35. The Management shall have power at any time, and from time to time, to appoint any person to be a member of the Management, either to fill a casual vacancy or as an addition to the existing members of the Management, but so that the total number of members of the Management shall not at any time exceed any maximum number fixed in accordance with these Articles Any member of the Management so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election.
36. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 379 of the Act, remove any member of the Management before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such member of the Management
37. The Company may by ordinary resolution appoint another person in place of a member of the Council removed from office under the immediately preceding Article Without prejudice to the powers of the Management under Article 35 the Company in General Meeting may appoint any person to be a member of the Management either to fill a casual vacancy or as an additional member of the Management. The person appointed to fill such a vacancy shall be subject to retirement at the same time as if he had become a member of the Management on the day on which the member of the Management in whose place he is appointed was last elected a member of the Management.

PROCEEDINGS OF THE COUNCIL

38. The Management may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A member of the Management may, and the secretary on the requisition of a member of the Management shall, at any time summon a meeting of the Management. It shall not be necessary to give notice of a meeting of the Management to any member of the Management for the time being absent from the United Kingdom.
39. The quorum necessary for the transaction of the business of the Management may be fixed by the Management, and unless so fixed shall be three.
40. The continuing members of the Management may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members of the Management, the continuing members or member of the Management may act for the

purpose of increasing the number of members of the Management to that number, or of summoning a General Meeting of the Company, but for no other purpose.

41. The Management may elect a chairman of their meetings and determine the period for which he is to hold office; but, if no such chairman is elected, or if at any meeting the chairman is not present within thirty minutes after the time appointed for holding the same, the members of the Management present may choose one of their number to be chairman of the meeting.
42. The Management may delegate any of their powers to committees consisting of such majority of members of their body as they think fit; any committee so formed shall be in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management and shall fully and promptly report all acts and proceedings to the Management as soon as is reasonably practicable.
43. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within thirty minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.
44. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote
45 All acts done by any meeting of the Management or of a committee of the Management, or by any person acting as a member of the Management, shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any such member of the Management or person acting as aforesaid, or that they otr any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management.
46. A resolution in writing, signed by all members of the Management for the time being entitled to receive notice of a meeting of the Management duly convened and held

SECRETARY

47. Subject to Section 13(5) of the Act, the secretary shall be appointed by the Management for such term, and upon such conditions as the Management may think fit; and any secretary so appointed may be removed by it.
48. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a member of the Management and the secretary shall not be satisfied by its being done by or to the same person acting both as member of the Management and as or in place of, the secretary.

ACCOUNTS

49. The Management shall cause accounting records to be kept in accordance with the provisions of the Act.

50. The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Management thinks fit, and shall always be open to the inspection of the officers of the Company
51. The Management shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being members of the Management, and no member (not being a member of the Management) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Management or by the Company in General Meeting.
52. The Management shall from time to time in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.
53. 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 a copy of the auditor's report (if any), and Management's report, shall not less than twenty-one days before the date of the meeting be sent to every member of the Company and every person entitled to receive notice of General Meetings of the Company

AUDIT

54. If required by the Act auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

NOTICES

55 A notice may be given by the Company to any member either personally or by sending it by post to him or his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
56. Notice of every General Meeting shall be given in any manner hereinbefore authorised to·
    (a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them,

(b) every person being a trustee in bankruptcy of a member where the member but for his bankruptcy would be entitled to receive notice of the meeting;
(c) the auditors for the time being of the Company (if any) and
(d) each member of the Management

No other person shall be entitled to receive notices of General Meetings.

DISSOLUTION

57 Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

RULES OR BYE LAWS

58. (a) The Management may from time to time make such Rules or Bye Laws as may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such Rules or Bye Laws regulate

(i) 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 or payments to be made by members
(ii) The conduct of members of the Company in relation to one another, and to the Company's servants.
(iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.
(iv) The procedure at General Meetings and meetings of the Management and Committees of the Management in so far as such procedure is not regulated by these presents.
(v) And, generally, all such matters as are commonly the subject matter of company rules.

(b)The Company in General Meeting shall have power to alter or repeal the Rules or bye Laws and to make additions thereto and the Council 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.

INDEMNITY

59. a) Every member of the Management 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, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 727 or the Act in which relief is granted to him by the Court, and no member of the Management 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.

Signatures, names and addresses of subscribers.

1. Signature . .....

   Name ..... PAUL GERARD GREGORY .....

   Address . ISTHORPE TOWER, ...

   ... HURSTBOURNE TARRANT, HANTS, SP11 0DQ

2. Signature ... .

   Name .... PAUL DOUGLAS MORRIS .....

   Address . WELL COTTAGE, GRETTON .....

   ... CHELTENHAM, GLOS. GL54 5EP ..

Dated this 9th ... day of January .... year 2008 ..

Witness to the above signatures

Signature . .....

Name .. Craig Wood. .....

Address ... Pearstree Bungalow, Main Road, ...

.... Hallow WR2 6LQ ....