



FILE COPY

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

Company No. 6645029

The Registrar of Companies for England and Wales hereby certifies that

THE TAKE THAT TRUST

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on **14th July 2008**



N06645029J



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

188034 / 50

20242

£50
25

12 JUL 2008

**COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

-of-

THE TAKE THAT TRUST

SATURDAY



A09 *AB9L21CU* 48
12/07/2008
COMPANIES HOUSE

1 NAME

The name of the Company is The Take That Trust ('the Charity')

2 REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

3 OBJECTS

The objects of the Charity are

the furtherance of such charitable purpose or charitable purposes in any part of the world and if more than one in such proportions and in such a manner as the Trustees shall from time to time think fit

('the Objects')

4 POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects

- 4 1 To establish institutions to advance the Objects,
- 4 2 To promote or carry out research,
- 4 3 To provide advice,
- 4 4 To publish or distribute information,
- 4 5 To co-operate with other bodies,
- 4 6 To support, administer or set up other charities,
- 4 7 To raise funds (but not by means of taxable trading),

- 4 8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993),
- 4 9 To acquire or hire property of any kind,
- 4 10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993),
- 4 11 To make grants or loans of money to individuals or organisations and to give guarantees,
- 4 12 To accumulate all or any part of the income of the Charity by investing the same and the resulting income and holding the same as an accretion to and as part of the Capital of the Charity without prejudice to any (or the Trustees') right to apply the whole or any part of such accumulated income in any subsequent year as if the same were income of the Charity arising in the then current year, at the discretion of the Trustees and for the period of 21 years from the date of this deed
- 4 13 To set aside funds for special purposes or as reserves against future expenditure,
- 4 14 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification),
- 4 15 To delegate the management of investments to a financial expert, but only on terms that
 - 4 15 1 the investment policy is set down in writing for the financial expert by the Trustees,
 - 4 15 2 every transaction is reported promptly to the Trustees,
 - 4 15 3 the performance of the investments is reviewed regularly with the Trustees,
 - 4 15 4 the Trustees are entitled to cancel the delegation arrangement at any time,
 - 4 15 5 the investment policy and the delegation arrangement are reviewed at least once a year,
 - 4 15 6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
 - 4 15 7 the financial expert must not do anything outside the powers of the Trustees,
- 4 16 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in

England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required,

- 4 17 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 18 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- 4 19 Subject to clause 5, to employ paid or unpaid agents, staff or advisers,
- 4 20 To enter into contracts to provide services to or on behalf of other bodies,
- 4 21 To give such undertakings and indemnities with such security as may be necessary in connection therewith to confirm fulfillment of any conditions relating to the application by the Charity of monies received by the Charity,
- 4 22 To maintain and manage or arrange for the maintenance and management of the property, buildings, structures, facilities and other premises as may from time to time be owned or occupied by or for the purpose of the Charity,
- 4 23 To establish subsidiary companies to assist or act as agents for the Charity,
- 4 24 To acquire, merge with or enter into partnership or joint venture arrangement with any other Charity formed for any of the Objects
- 4 25 To pay the costs of forming the Charity, and
- 4 26 To do anything else within the law which promotes or helps to promote the Objects

5 BENEFITS TO MEMBERS AND TRUSTEES

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
 - 5 1 1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - 5 1 2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
 - 5 1 3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity,
 - 5 1 4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity

- 5 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
- 5 2 1 as mentioned in clauses 4 18, 5 1 2, 5 1 3 or 5 3,
 - 5 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
 - 5 2 3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
 - 5 2 4 payment to any company in which a Trustee has no more than a 1 per cent shareholding,
- 5 3 1 Any Trustee (or any firm or company of which a Trustee is a partner, member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
- 5 3 1 1 the goods or services are actually required by the Charity,
 - 5 3 1 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5 4,
 - 5 3 1 3 the other Trustees are satisfied that the engagement is in the best interests of the Charity In reaching that decision the Trustees must balance the advantage of a Trustee being employed against the disadvantages of doing so (especially the limitation on the Trustee's services as a result of dealing with the Trustee's conflict of interests)
 - 5 3 1 4 the reason for the Trustees' decision is recorded by the Trustees in the minute book
- 5 3 2 An employee (including but not limited to the Chief Executive) of the Charity may be a Trustee notwithstanding he or she is paid as an employee and/or consultant (the "engagement"), subject to satisfying the following conditions
- 5 3 2 1 the remuneration or other sums paid to the Trustee in his or her capacity as an employee or consultant do not exceed an amount that is reasonable in all the circumstances,
 - 5 3 2 2 the Trustee is absent from any part of the meeting at which there is a discussion of his or her employment or remuneration, any matter concerning the contract between him or her and the Charity, or his or her performance in the employment or under the contract, in accordance with the provisions at 5 4
 - 5 3 2 3 the other Trustees are satisfied that the engagement is in the best interests

of the Charity In reaching that decision the Trustees must balance the advantage of a Trustee being employed against the disadvantages of doing so (especially the limitation on the Trustee's services as a result of dealing with the Trustee's conflict of interests

5 3 2 4 the reason for the Trustees' decision is recorded by the Trustees in the minute book

5 3 3 This provision may not apply to more than a minority of the Trustees in any financial year

5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

5 4 1 declare an interest at or before discussion begins on the matter;

5 4 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information,

5 4 3 not be counted in the quorum for that part of the meeting,

5 4 4 withdraw during the vote and have no vote on the matter

5 5 This clause may not be amended without the prior written consent of the Commission

6 LIMITED LIABILITY

The liability of members is limited

7 GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

8 DISSOLUTION

8 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

8 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,

8 1 2 directly for the Objects or charitable purposes within or similar to the Objects,

8 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8 2 A final report and statement of account must be sent to the Commission

9 INTERPRETATION

- 9 1** Words and expressions defined in the Articles have the same meanings in this Memorandum
- 9 2** References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

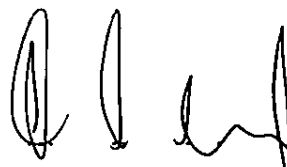
NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

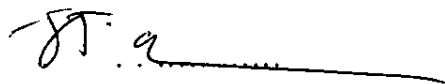
Gary Barlow
62 Bedford Gardens
London
W8 7EH



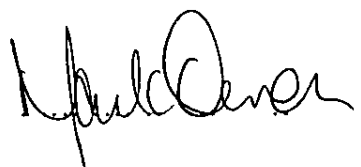
Howard Paul Donald
Fallowfields
Hightown Hill
Ringwood
Hampshire
BH24 3HE



Jason Thomas Orange
Flat 2, Ivonhurst
9 The Firs
Bowdon
Cheshire
WA14 2TG



Mark Anthony Owen
2 Elsyng Road
London
SW18 2HN



DATED this 17th day of June 2008

WITNESS to the above Signature

Signature 

Name LOUISE PLATT

Address HORTON HOUSE
EXCHANGE FLAG
LIVERPOOL
L2 3YL

Occupation SOLICITOR

COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

-of-

THE TAKE THAT TRUST

1 MEMBERSHIP

- 1.1 The subscribers to the Memorandum of Association shall be the first Members of the Charity
- 1.2 Membership of the Charity is only open to Trustees of the Charity and to individuals who are about to be appointed as Trustees of the Charity
- 1.3 The Charity must maintain a register of members
- 1.4 Membership of the Charity is not transferable
- 1.5 Membership is terminated if the member concerned
 - 1.5.1 gives written notice of resignation to the Charity,
 - 1.5.2 dies or (in the case of an organisation) ceases to exist,
 - 1.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due),
 - 1.5.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- 1.6 Membership of the Charity shall be for the benefit of the community and Members shall be stewards holding their membership not for personal material benefit but as guardians of the objects of the Charity and in the event of the dissolution of the Charity for application in accordance with Clause 8 of the Memorandum of Association

2 GENERAL MEETINGS

- 2 1 Members are entitled to attend general meetings either personally or by proxy or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 14 clear days written notice specifying the business to be discussed
- 2 2 There is a quorum at a general meeting if the number of members or proxies for members or authorised representatives present is at least three (or one-fifth of the members if greater)
- 2 3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2 4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 2 5 Every member present in person or by proxy or through an authorised representative has one vote on each issue.
- 2 6 A written resolution signed in accordance with the procedure set out in the Act is as valid as a resolution actually passed at a general meeting
- 2 7 The Charity must hold an AGM in every year which all members are entitled to attend
The first AGM may be held within 18 months after the Charity's incorporation
- 2 8 At an AGM the members
 - 2 8 1 receive the accounts of the Charity for the previous financial year,
 - 2 8 2 receive the Trustees' report on the Charity's activities since the previous AGM,
 - 2 8 3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation,
 - 2 8 4 elect persons to be Trustees to fill the vacancies arising,
 - 2 8 5 appoint auditors for the Charity,
 - 2 8 6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity, and
 - 2 8 7 discuss and determine any issues of policy or deal with any other business put before them
- 2 9 Any general meeting which is not an AGM is a General Meeting
- 2 10 A General Meeting may be called at any time by the Trustees and must be called within 28 days on a written request from at least 2 members

3 THE TRUSTEES

- 3 1 The Trustees as Charity Trustees have control of the Charity and its property and funds
- 3 2 The Trustees when complete consist of at least three and not more than eleven individuals
- 3 3 The subscribers to the Memorandum are the first Trustees of the Charity
- 3 4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 3.5 One quarter (or the number nearest one quarter) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3 6 A Trustee's term of office automatically terminates if he or she
 - 3 6 1 is disqualified under the Charities Act 1993 from acting as a charity trustee,
 - 3 6 2 is incapable, whether mentally or physically, of managing his or her own affairs,
 - 3 6 3 is absent from three consecutive meetings of the Trustees,
 - 3 6 4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM),
 - 3 6 5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
 - 3 6 6 is removed by resolution passed by at least two-thirds of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 3 7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 3 8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

4 PROCEEDINGS OF TRUSTEES

- 4 1 The Trustees must hold at least four meetings each year

- 4 2 A quorum at a meeting of the Trustees is three Trustees
- 4 3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 4 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4 5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4 6 Every Trustee has one vote on each issue
- 4 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity

- 5 1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act,
- 5 2 to appoint a Chairman, Treasurer and other honorary officers from among their number,
- 5 3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees),
- 5 4 to delegate the day to day management of the Charity to a Chief Executive or other senior member of staff under written terms of reference such delegated authority to be exercised in accordance with any written instructions given from time to time by the Trustees,
- 5 5 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings,
- 5 6 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees,
- 5 7 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any),
- 5 8 to establish procedures to assist the resolution of disputes within the Charity,
- 5 9 to exercise any powers of the Charity which are not reserved to a general meeting

6 RECORDS & ACCOUNTS

6 1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

6 1 1 annual reports,

6 1 2 annual returns; and

6 1.3 annual statements of account

6 2 The Trustees must keep proper records of

6 2 1 all proceedings at general meetings,

6 2 2 all proceedings at meetings of the Trustees,

6 2 3 all reports of committees, and

6 2 4 all professional advice obtained

6 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

6 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

7 NOTICES

7 1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means

7 2 The only address at which a member is entitled to receive notices is the address shown in the register of members

7 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

7 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,

7 3 2 two clear days after being sent by first class post to that address,

7 3 3 three clear days after being sent by second class or overseas post to that address,

7 3 4 on the date of publication of a newspaper containing the notice,

7 3 5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier,

7 3 6 as soon as the member acknowledges actual receipt.

7 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

8 **DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

9 **INTERPRETATION**

In the Memorandum in and in these Articles

9 1 'The Act' means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provision of the Companies Act 2006 for the time being in force;

'AGM' means an annual general meeting of the Charity,

'these Articles' means these articles of association;

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary,

'Chairman' means the chairman of the Trustees,

'the Charity' means the company governed by these Articles,

'clear day' means 24 hours from midnight following the relevant event,

'the Commission' means the Charity Commission for England and Wales,

'EGM' means an extraordinary general meeting of the Charity,

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000,

'General Meeting' means a general meeting of the Charity,

'material benefit' means a benefit which may not be financial but has a monetary value,

'member' and 'membership' refer to membership of the Charity,

'Memorandum' means the Charity's Memorandum of Association,

'month' means calendar month,

'the Objects' means the Objects of the Charity as defined in clause 3 of the Memorandum,

'Secretary' means the Secretary of the Charity,

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits which are liable to tax,

'Trustee' has the meaning prescribed by section 97(1) of the Charities Act 1993 and also means a director of the Charity, and 'Trustees' means all of the directors,

'written' or 'in writing' refers to a legible document on paper including a fax message,

'year' means calendar year,

9 2 Expressions defined in the Act have the same meaning

9 3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under these Articles of Association

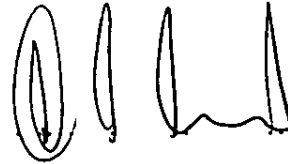
NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Gary Barlow
62 Bedford Gardens
London
W8 7EH



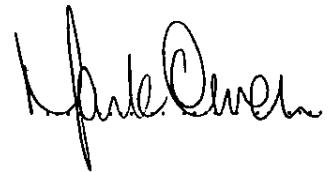
Howard Paul Donald
Fallowfields
Hightown Hill
Ringwood
Hampshire
BH24 3HE



Jason Thomas Orange
Flat 2, Ivonhurst
9 The Firs
Bowdon
Cheshire
WA14 2TG



Mark Anthony Owen
2 Elsynge Road
London
SW18 2HN



DATED this 17th day of June 2008

WITNESS to the above Signature

Signature 

Name LOUISE PLATT

Address HORTON HOUSE
EXCHANGE FLAGGS
LIVERPOOL
L2 3YL

Occupation SOLICITOR



Please complete in typescript,
or in bold black capitals

CHFP025

30(5)(a)

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

Company Name in full

THE TAKE THAT TRUST

I, LOUISE ELIZABETH PLATT

of BRABNERS CHAFFE STREET LLP, HORTON HOUSE, EXCHANGE
FLAGS, LIVERPOOL L2 3YL

† Please delete as appropriate

a [Solicitor engaged in the formation of the company] ~~XXXXXX~~
[Director or Secretary of the company] ~~XXXXXX~~
do solemnly and sincerely declare ~~XXXXXX~~
that the company complies with the requirements of section 30(3) of the
Companies Act 1985

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

LIVERPOOL

Day Month Year

on

1 1 0 7 2 0 0 8

① Please print name

before me ①

ANDREW JOHN WHITE

Signed

Date 11 JULY 2008

A [Solicitor engaged in the formation of the company] ~~XXXXXX~~ Solicitor

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query

Brabners Chaffe Street LLP
Horton House, Exchange Flags, Liverpool, L2 3YL

DX number 14118

Tel 0151 600 3000

DX exchange Liverpool

Companies House receipt date barcode

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

The Take That Trust

Proposed Registered Office

(PO Box numbers only, are not acceptable)

20 Bridge Street

Post town

Rochdale

County / Region

Lancashire

Postcode

OL16 3ND

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

Brabners Chaffe Street LLP

Address

Horton House

Exchange Flags

Post town

Liverpool

County / Region

Merseyside

Postcode

L2 3YL

Number of continuation sheets attached

2

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

Brabners Chaffe Street LLP

Horton House
Exchange Flags
Liverpool, L2 3YL

Ref LPL

Tel 0151 600 3000

DX number 14118

DX exchange Liverpool

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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 Take That Trust

NAME *Style / Title

Mr

*Honours etc

* Voluntary details

Forename(s)

Wayne

Surname

Critchley

Previous forename(s)

Previous surname(s)

Address ††

20 Bridge Street

Post town

Rochdale

County / Region

Lancashire

Postcode

OL16 3ND

Country

England

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

☐

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

Consent signature



Date

08 / 07

2008

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

Gary

Surname

Barlow

Previous forename(s)

Previous surname(s)

Address ††

62 Bedford Gardens

Post town

London

County / Region

Postcode

W8 7EH

Country

England

†† 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

☐

Day Month Year

Date of birth

2

0

0

1

1

9

7

1

Nationality

British

Business occupation

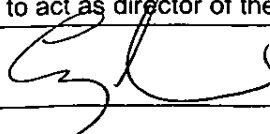
Singer/Songwriter

Other directorships

See attached sheet for details

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

Consent signature



Date

17 / 06

2008

CHFP025

Company name The Take That Trust

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

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

Post town

County / Region

Postcode

Country

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc

Forename(s)

Jason Thomas

Surname

Orange

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

Post town

County / Region

Postcode

Country

Flat 2, Ivonhurst

9 The Firs

Bowdon

Cheshire

WA14 2TG

England

Day Month Year

Date of birth

1 0 0 7 1 9 7 0

Nationality British

Business occupation

Singer/Songwriter

Other directorships

Ultimate Touring Limited Company Number 05658086

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

Consent signature

Date

17 / 06

2008

Company Secretary (see notes 1-5)

* Voluntary details

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

NAME	*Style / Title		*Honours etc	
	Forename(s)			
	Surname			
	Previous forename(s)			
	Previous surname(s)			
	Address ††			
	Post town			
	County / Region		Postcode	
	Country			

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

Consent signature**Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

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

NAME	*Style / Title	Mr	*Honours etc	
	Forename(s)	Mark Anthony		
	Surname	Owen		
	Previous forename(s)			
	Previous surname(s)			
	Address ††	2 Elsyng Road		
	Post town	London		
	County / Region		Postcode	SW18 2HN
	Country	England		

Day Month Year

Date of birth

2 | 7 | 0 | 1 | 1 | 9 | 7 | 2

Nationality

British

Business occupation

Singer/Songwriter

Other directorships

See attached sheet for details

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

Consent signature**Date**

17 / 06

2008

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

THE TAKE THAT TRUST**FORM 10**
CONTINUATION SHEET**GARY BARLOW****List of Directorships**

Company Name	Company No.
ULTIMATE TOURING LIMITED	05658086
THE TRUE NORTH MUSIC COMPANY LIMITED	04298700
SAN REMO LIMITED	06307025
BHK MEDIA LIMITED	05763443

MARK ANTHONY OWEN**List of Directorships**

Company Name	Company No.
ULTIMATE TOURING LIMITED	05658086
MARK OWEN TOURING LIMITED	03262703
MARK OWEN FAN CLUB LIMITED	03433408
SEDNA RECORDS LIMITED	05089567