

Statutory Declaration of compliance with requirements on application for registration of a company

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

For official use

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2563094

Name of company

* insert full
name of Company

* ARMACTION LIMITED

I, DAVID STEWART HODGSON, signing on behalf
of SWIFT INCORPORATIONS LIMITED
2 BACHES STREET
LONDON N1 6UB

† delete as
appropriate

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(2)† and that all the requirements of the above Act in respect of the
registration of the above company and of matters precedent and incidental to it have been
complied with,

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

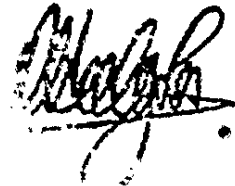
Declared at 11, SHIP STREET
BRECON.
POWYS

Declarant to sign below

17 OCT 1996

before me

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.



Presenter's name, address and
reference (if any)

For official use

New Companies Section

Post room

G

COMPANIES FORM No. 10

Statement of first directors and secretary and intended situation of registered office

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* insert full name
of company

*

ARMACTION LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

2 Baches Street,	
London	
Postcode	N1 6UB

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below



Jordan & Sons Limited	
21 St. Thomas Street	
Bristol	
Postcode	BS1 6JS

Number of continuation sheets attached (see note 1)

--

Presentor's name address
and reference (if any):

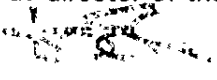
For official use

General Section

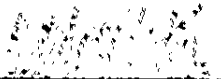
Post room

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

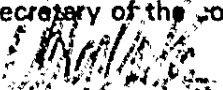

Please do not write in this margin

Name (note 3) INSTANT COMPANIES LIMITED		Business occupation Company Registration Agent	
Previous name(s) (note 3) None		Nationality	
Address (note 4) 2 Baches Street		UK Registered	
London		Date of birth (where applicable)	
	Postcode	N1 6UB	(note 6) Inc. 10.02.81
Other directorships† None			
I consent to act as director of the company named on page 1			
Signature 		(Authorised Signatory) Date 17 OCT 1990	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

Name (note 3) SWIFT INCORPORATIONS LIMITED		Business occupation Company Registration Agent	
Previous name(s) (note 3) None		Nationality	
Address (note 4) 2 Baches Street		UK Registered	
London		Date of birth (where applicable)	
	Postcode	N1 6UB	(note 6) Inc. 10.09.85
Other directorships† None			
I consent to act as director of the company named on page 1			
Signature 		(Authorised Signatory) Date 17 OCT 1990	

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary or joint secretaries, of the company are as follows:

Name (notes 3 & 7) SWIFT INCORPORATIONS LIMITED		
Previous name(s) (note 3) None		
Address (notes 4 & 7) 2 Baches Street		
London		
	Postcode	N1 6UB
I consent to act as secretary of the company named on page 1		
Signature 		(Authorised Signatory) Date 17 OCT 1990
Signature of agent on behalf of subscribers 		Date 17 OCT 1990

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

2563094

445

28/11

Memorandum of Association

1. The Company's name is

ARMACTION LIMITED

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

3. The Company's objects are:

(a) To promote commerce, art, science, education, religion, charity or any profession and to promote any social, political or sporting activity and anything incidental or conducive to any of the above objects.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) 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 and concessions 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 upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on

on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, coordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial,

administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business 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 any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company.

(u) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(v) To procure the Company to be registered or recognised in any part of the world.

(w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(x) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:—

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word 'Company' in this Clause, except when used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression 'the Act' means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

5. Every Member of the Company undertakes to

contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

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

Names and Addresses of Subscribers

1. For and on behalf of
Instant Companies Limited,
2 Baches Street,
London, N1 6UB



2. For and on behalf of
Swift Incorporations Limited
2 Baches Street,
London, N1 6UB



Dated

17 OCT 1990

Witness to the above Signatures:—

Terry Jayne,
2 Baches Street,
London, N1 6UB



THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called 'Table A') shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) Clauses 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.

(c) In these Articles the expression 'the Act' means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

INTERPRETATION

2. Clause 1 in Table A shall be read and construed as if the definition of 'the holder' were omitted therefrom.

MEMBERS

3. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Company. No person shall be admitted as a Member of the Company unless he is approved by the Directors. Every person who wishes to become a Member shall deliver to the Company an application for membership, in such form as the Directors require, executed by him.

4. A Member may at any time withdraw from the Company by giving at least 48 hours notice to the Company. Membership shall not be transferable and shall cease on death.

GENERAL MEETINGS AND RESOLUTIONS

5. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:

(i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat, and

(ii) in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety-five per cent. of the total voting rights at the Meeting of all Members.

(b) The notice shall specify the time and place of the Meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.

(c) The notice shall be given to all the Members and to the Directors and Auditors.

(d) Clause 38 in Table A shall not apply to the Company.

(e) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.

6. (a) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(b) Clause 41 in Table A shall not apply to the Company.

7. Clause 44 in Table A shall be read and construed as if the words 'and at any separate meeting of the holders of any class of shares in the Company' were omitted therefrom.

8. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.

VOTES OF MEMBERS

9. (a) On a show of hands, every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

(b) Clauses 54 and 55 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

10. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting.

of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) Clause 83 in Table A shall be read and construed as if the words 'of any class of shares or' were omitted therefrom.

(e) No person shall be appointed a Director at any General Meeting unless either:

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

(f) Subject to paragraph (e) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(g) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

12. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is

mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

GRATUITIES AND PENSIONS

13. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

14. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

MINUTES

15. Clause 100 in Table A shall be read and construed as if the words 'of the holders of any class of shares in the Company' were omitted therefrom.

THE SEAL

16. (a) If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. Clause 101 of Table A shall not apply to the Company.

(b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

NOTICES

17. Clause 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.

18. Clause 113 in Table A shall be read and construed as if the words 'or of the holders of any class of shares in the Company' were omitted therefrom.

INDEMNITY

19. (a) Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act from and after the bringing in to force of Section 137 of the Companies Act 1989.

(c) Clause 118 in Table A shall not apply to the Company.

RULES OR BYE LAWS

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

(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 Directors and Committees of the

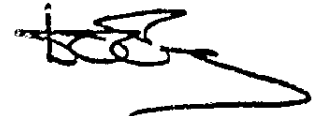
Company in so far as such procedure is not regulated by these presents.

(v) And, generally, all such matters as are commonly the subject matter of Company rules.

The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

Names and addresses of Subscribers

1. For and on behalf of
Instant Companies Limited,
2 Baches Street,
London. N1 6UB



2. For and on behalf of
Swift Incorporations Limited
2 Baches Street,
London. N1 6UB



Dated 17 OCT 1990

Witness to the above Signatures

Terry Jayne,
2 Baches Street,
London. N1 6UB



FILE COPY



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

No. 2563094

I hereby certify that

ARMACTION LIMITED

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

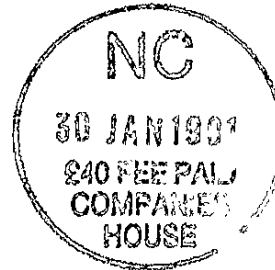
Given under my hand at the Companies Registration Office,
Cardiff the 28 NOVEMBER 1990

P. Bevan
P. BEVAN

an authorised officer

THE COMPANIES ACTS 1985 TO 1989

Company Number 2563094.....



SPECIAL RESOLUTION OF

ARMACTION LIMITED

We, the undersigned, INSTANT COMPANIES LIMITED and SWIFT INCORPORATIONS LIMITED, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Clause 53 in Table A (which Clause is embodied in the Articles of Association of the Company), or pursuant to any applicable rule of law, for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved:

That the name of the Company be changed to:—

OLDHAM COMPACT

Dated this 17th day of January 1991


.....
(AUTHORISED SIGNATORY OF INSTANT COMPANIES LIMITED)


.....
(AUTHORISED SIGNATORY OF SWIFT INCORPORATIONS LIMITED)

JORDAN & SONS LTD
21 ST. THOMAS ST
BRISTOL, BS1 6JS
267036/KJ

G

COMPANIES FORM No. 30(5)(c)

**Declaration on change of
name omitting "limited"
or its Welsh equivalent**

30(5)(c)

Please do not
write in
this margin

Pursuant to section 30(5)(c) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

For official use

Company number

[] [] [] []

2563094

Name of company

* ARMACTION LIMITED

I, PAUL ROBERTS

of 85, ARUNDEL STREET,

ASHTON - UNDER - LYNE, OLDHAM. OL6 6RH.

[a director][the secretary]† of OLDHAM COMPACT LIMITED

do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above Act.
And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared at 5 Union Street
Oldham OL1 1HA

Declarant to sign below

Paul Roberts

the 25th day of January

One thousand nine hundred and

before me Stephen M Kohn Solicitor

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

DUNDERDALE WIGNALL
Solicitors
5 UNION STREET
OLDHAM OL1 1HA

Presentor's name address and
reference (if any):

ARMACION LIMITED
21 ST. THOMAS ST
BRISTOL, BS1 6JS
30/01/85

For official Use

General Section

Post room

JORDAN & SONS LIMITED
Solicitors
10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



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CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2563094

I hereby certify that

ARMACTION LIMITED

having by special resolution changed its name,
is now incorporated under the name of

OLDHAM COMPACT

Given under my hand at the Companies Registration Office,
Cardiff the 7 FEBRUARY 1991

R. L. Morgan
R. L. MORGAN (MFC)

an authorised officer

THE COMPANIES ACTS 1985 to 1989

COMPANY NUMBER: 2563094

SPECIAL RESOLUTION OF

ARMACTION LIMITED

We, the undersigned, INSTANT COMPANIES LIMITED and SWIFT INCORPORATIONS LIMITED, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Clause 53 in Table A (which Clause is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved:

1. That the Memorandum of Association of the Company with respect to its objects be and the same is hereby altered in accordance with the printed document attached to this Resolution (and for the purposes of identification marked with an "M").

2. (i) renumbering clause 4 as clause 5.

(ii) deleting the existing clause 5 and by insertion of the following new clauses 4,6,7 and 8.

4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company 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 the Members of the Company provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding 6 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any Member of the Company but so that no Member (other than an ex officio Member) of the Company shall be paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any Member (other than an ex officio member) of the Board or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid or money lent or reasonable and proper payment for professional services rendered to the Company; provided that the provision last aforesaid shall not apply to any payment to any Company of which a Member of the Board or

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BRISTOL, BS1 6JS
367076/KJ

Governing Body may be a Member and in which such Member shall not hold more than one-hundredth part of the capital, and such Member shall not be bound to account for any share of profits he may receive in respect of any such payment.

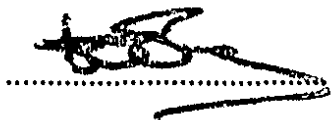
6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.00 (One Pound).

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 the Members of the Company but shall be given or transferred to some other charitable 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 among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of Clause 7 hereof such institution or institutions to be determined by the Board or Governing Body 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 charitable object.

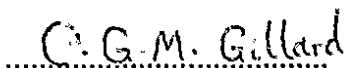
8. True accounts shall be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place and of the property credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with regulations of the Company for the time being, such accounts shall be open to inspection of the members. Once at least every year the Accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

3. That the Regulations set forth in the printed document attached to this Resolution (and for the purposes of identification marked with an "A") be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles.

Dated this 17th day of January 1991 .



(AUTHORISED SIGNATORY OF INSTANT COMPANIES LIMITED)



(AUTHORISED SIGNATORY OF SWIFT INCORPORATIONS LIMITED)

" M "

THE COMPANIES ACTS 1985

A COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL.

MEMORANDUM OF ASSOCIATION

of
ARMACTION LIMITED

1. The name of the Company is "ARMACTION LIMITED"
2. The registered office of the Company will be in England.
3. The objects for which the Company is established are:
 - 3.1 To examine the feasibility of establishing an operational Compact within the Oldham Metropolitan Borough boundaries as they now exist.
 - 3.2 To produce an application for operational funding.
 - 3.3 To promote the Industry/Education partnerships within the boundaries of Oldham Metropolitan Borough Council with particular reference to young people in their last years of formal education.
 - 3.4 As ancillary to the foregoing objects to do all or any of the following things namely:-
 - (a) To hold meetings conferences and seminars and to provide a central co-ordinating resource to the Members.
 - (b) To provide information and give advice.
 - (c) To provide and issue publications.
 - (d) To further research and investigation.

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- (e) To acquire, construct, alter, equip, maintain or manage any lecture hall, library, office or other building and to acquire any land which it may be deemed expedient to acquire and hold in connection therewith or be necessary or convenient for furthering the objects of the Company or to assist in such construction, alteration, equipment maintenance or management.
 - (f) To do any of the above for payment or gratuitously.
 - (g) to receive donations, subscriptions or bequests and to borrow or raise money for the purposes of the Company and to hold funds in trust for the same and undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to the principal object of the Company.
 - (h) To invest the moneys of the Company not immediately required for its purposes 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 and subject also as hereinafter provided.
 - (i) To do all such other things as are necessary to the attainment of the objectives of the Company.
4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company 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 the Members of the Company provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding 6 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any Member of the Company but so that no Member (other than an ex officio Member) of the Company shall be paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any Member (other than an ex officio member) of the Board or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid or money lent or reasonable and proper rent for premises demised or let to the Company and reasonable and proper payment for professional services rendered to the Company; provided that the provision last aforesaid shall not apply to any payment to any Company of which a Member of the Board or Governing Body may be a Member and in which such Member shall not hold more than one-hundredth part of the capital, and such Member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.00 (One Pound).
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 the Members of the Company but shall be given or transferred to some other charitable 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 among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of Clause 7 hereof such institution or institutions to be determined by the Board or Governing Body 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 charitable object.
8. True accounts shall be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place and of the property credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with regulations of the Company for the time being, such accounts shall be open to inspection of the members. Once at least every year the Accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

THE COMPANIES ACTS 1985

COMPANY NOT FOR PROFIT
LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of
ARMACTION LIMITED

GENERAL

1. In these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not consistent with the subject or context.

WORDS

MEANING

The Act	The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
The Articles	The Articles of Association and the regulations of the Company from time to time in force.
The Board	The Board of Management for the time being of the Company.
The Office	The Registered Office of the Company.
The Seal	The Common Seal of the Company.
Month	Calendar Month.
In writing	Written, printed or lithographed, or partly one or partly another, and other modes of representing or reproducing words in a visible form.

Words importing the singular number only shall include the plural number, and vice versa;

Words importing the masculine gender only shall include the feminine gender;

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

MEMBERSHIP

2. The number of Members with which the Company proposes to be registered is unlimited.
3. The provisions of Section 352 of the Act, shall be observed by the Company.
4. The Company is established for the purposes expressed in the Memorandum of Association.
5. Membership of the Company shall be available to:
 - (a) Any employer which in the opinion of the Board has committed itself to the principles and objects of the Company (the "Compact Employers");
 - (b) Any School or College in the Compact Area which in the opinion of the Board has committed itself to the principles and objects of the Company (the "Compact Schools");
 - (c) Any other person, firm, association, corporation or other body which in the opinion of the Board has committed itself to the principles and objects of the Company including by way of example Trades Union, Trade or Employers' Associations, Training Providers, Community Groups, Parent/Teacher Associations;
 - (d) Any other person, firm or company which the Board in its discretion decides may be admitted to Membership.
6. The Compact Area means the area comprised within the boundaries of Oldham Metropolitan Borough Council.

7. Every Member not being a person shall on becoming a Member nominate in writing a person who shall be its nominee to exercise on its behalf all powers of membership conferred on such a Member by these Articles and may nominate one other person who may act as deputy for the nominee. At any time by notice in writing to the Company the member may remove and/or replace the nominee and/or the deputy. A nominee or deputy shall not be personally liable for any subscription or other sum from time to time payable by his appointor.
8. Every Member shall sign or, as the case may be, seal a written consent to become a Member in such form as the Board shall from time to time prescribe.
9. Any Member of the Company who wishes to retire from membership shall give one month's notice in writing to the Company of his or its intention so to do and upon the expiry of such notice he or it shall cease to be a Member but no such notice or retirement shall excuse such Member from any obligation or liability that shall have accrued prior thereto.
10. The Board shall by a three fourths majority vote have power at any time and without giving any reasons to request in writing any member to retire from membership and thereupon the Member concerned shall forthwith cease to be a Member of the Company and his name shall accordingly be removed from the register of members.
11. The expenses of the Company shall be met by such grant aid (from Central Government or other sources) and entrance fee and/or annual subscription payable by each Member as the Board shall from time to time determine and the Board shall have power when it considers it to be just or necessary to make any reduction or repayment in respect thereof. Such moneys as shall accrue to the Company shall be held or invested on behalf of the Company.

GENERAL MEETINGS

12. 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 as such in the notice 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. The Annual General Meeting shall be held at such time and place as the Board shall appoint.
13. All General meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
14. The Board may whenever it thinks fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 368 of the Act.

15. An Annual General Meeting of the Company and a Meeting called for the passing of a Special Resolution shall be called by twenty-one day's notice 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 day's notice in writing at least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the Meeting, and in the case of special business the general nature of such business, and shall be given in manner hereinafter mentioned, to the Auditors and to such Members of the Company as are under the provisions of these Articles entitled to receive notices from the Company, provided that a Meeting of the Company shall, notwithstanding that it is called by the shorter notice than that specified in this article be deemed to be duly called with the consent of all Members having the right to attend and vote thereat or such proportion of them as is prescribed by law and in the case of Meetings other than Annual General Meetings a Meeting may be convened by such notice as those Members may think fit.
16. The accidental omission to give notice of a Meeting to or the non-receipt of such notice by any Member or other person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding at any Meeting.

PROCEEDINGS AT GENERAL MEETINGS

17. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also that is transacted at an Annual General Meeting, with the exception of the consideration of accounts and balance sheet, and the reports of the Board and of the Auditors, the election of the Members of the Board and the fixing of the remuneration (if any) of the Auditors.
18. No business shall be transacted at any General Meeting unless a quorum is present at the time when the Meeting proceeds to business. Save as herein otherwise provided three Members present in person or their nominee or deputy shall be a quorum.
19. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on 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 same time and place, or to such other place and at such other day and time as the Chairman shall appoint, and if at such adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting the Members present shall be a quorum.

20. With the consent of any Meeting at which a quorum is present, the Chairman may adjourn a Meeting from time to time, and from place to place, as the Meeting shall determine. Whenever a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given in the same manner as of an original Meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned Meeting.
21. The Chairman of the Board shall preside at every General Meeting, but if there be no such Chairman, or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose some Member of the Board, or if no such Member be present or if all the members of the Board present decline to take the Chair, some Member of the Company who shall be present, to preside.
22. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the Members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or by at least three Members present in person. Unless a poll be so demanded a declaration by the Chairman of the Meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence thereof, 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.
23. If a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the Meeting shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
24. No poll shall be demanded on the election of a Chairman of a Meeting, or on any question of adjournment.
25. In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a second or casting vote.
26. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

27. Subject as hereinafter provided every Member shall have one vote.

28. Save as herein expressly provided no Member other than a Member duly registered who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his Membership shall be entitled to vote on any question.

THE BOARD

29. The Company shall be governed by a Board consisting of representatives from the fields of education, industry and commerce.
30. A Member of the Board shall cease to hold office forthwith in any one of the following events:
- (a) If a Receiving Order is made against him or he makes any arrangement or composition with his creditors;
 - (b) If he becomes of unsound mind;
 - (c) If by notice in writing to the Company he resigns his office;
 - (d) If he ceases to hold office by virtue of any provisions of the Act.

POWERS OF THE BOARD

31. The business of the Company shall be managed by the Board who may pay all such expenses of, preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by statute or by these presents required to be exercised or done by the Company in General Meeting subject nevertheless, to any regulations of these presents to the provisions for the statutes for the time being in force and affecting the Company and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
32. The Members for the time being of the Board may act notwithstanding any vacancy in their body; provided always that in case the Members of the Board shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents it shall be lawful for them to act as the Board for the purpose of admitting persons to membership of the Company filling up vacancies in their body or of summoning a General Meeting but not for any other purpose.

33. Without prejudice to the general powers of the Board, the Board shall have the following powers:
- (a) To elect for such periods as the Board shall determine, a Chairman and Vice-Chairman and Patrons as the Board shall determine for such services to the Company as the Board consider to be sufficiently meritorious, provided that no person so elected to any such office shall by reason only of his election become a Member or otherwise incur any liability towards the Company;
 - (b) To establish for such periods as the Board shall determine any additional Group or Working Party as shall be required between Annual General Meetings and to appoint a Chairman of each such group or Working Party.

PROCEEDINGS OF THE BOARD

34. The Board may meet together for the dispatch of business adjourn and otherwise regulate the Meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined three shall be quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
35. A Member of the Board may and on the request of a Member of the Board the Secretary shall at any time summon a Meeting of the Board by notice served upon the several Members of the Board. A Member of the Board who is absent from the United Kingdom shall not be entitled to notice of a Meeting.
36. If at any Meeting the Chairman be not present within five minutes after the time appointed for holding the Meeting or shall be unwilling to preside then the Members of the Board present shall choose one of their number to be Chairman of the Meeting.
37. A Meeting of the Members of the Board for the time being at which a quorum is present shall be competent to exercise all the authorities powers and discretions by or under the regulations of the Company for the time being vested in the Board generally.

38. The Board may delegate any of their powers to committees consisting of such Member or members of the Board as they think fit and any committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Board. The Meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the Meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board as aforesaid. Such committee shall have the power to co-opt Members of the Company, who shall count for quorum and be entitled to vote, and to invite and accept the services of other individuals in an advisory capacity.
39. All acts bona fide done by any Meeting of the Board or of any committee of the Board or by any person acting as a Member of the Board shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Member of the Board.
40. The Board shall cause proper minutes to be made of the proceedings of all Meetings of the Company and of the Board and of the Committees thereof, and all business transacted at such Meetings, and any such minutes of any Meetings, if purporting to be signed by the Chairman of such Meeting, or by the Chairman of the next succeeding Meeting, shall be conclusive evidence without any further proof of the facts therein stated.
41. A resolution in writing signed by all the Members for the time being of the Board or of any Committee thereof who are entitled to receive notice of a Meeting of the Board or of such Committee shall be as valid and effectual as if it had been passed at a Meeting of the Board or of such Committee duly convened and constituted.

SECRETARY

42. Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit ; and any Secretary so appointed may be removed by the Board.

THE SEAL

43. The common seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least two Members of the Board and of the Secretary and such persons shall sign every instrument which shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

ACCOUNTS

44. The Board shall in conformity with the requirements of Section 221 and 222 of the Act cause proper books of account to be kept with respect to :

- (a) The assets and liabilities of the Company;
- (b) The sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
- (c) All sales and purchases of goods or services by the Company.

The books of account shall be kept at the registered office, or (subject to Sections 221 (1) and (2) of the Act), at such other place or places as the Board shall decide and always be open to the inspection of the Members of the Board.

45. The Company in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Company, or any of them, and subject to such conditions and regulations the accounts and books of the Company shall be open to the inspection of Members at all reasonable times during business hours.
46. Once at least in every year the Board shall in accordance with the provisions of the Act lay before the Company in General Meeting an income and expenditure account for the period since the last preceding account, made up to a date not more than six months before such Meeting, together with a balance sheet made up as at the same date. Every such balance sheet shall be accompanied by a report of the Board and a report of the Auditors, and a copy of such account, balance sheet and reports and of any other documents required to accompany the same shall not less than twenty-one clear days before the Meeting be sent to all persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and read before the Meeting as required by Section 241 (2) of the Act.

AUDIT

47. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
48. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

INDEMNITY AND RESPONSIBILITY

49. Save and except so far as the provisions and operation of this Article shall be avoided by any provision of the Act, every Member of the Board, Secretary and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Board out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by any contract entered into or act or deed done by him by virtue of his instructions or authority from the Board, or in any way in the discharge of his duties, including travelling expenses, and no Member of the Board or other office of the Company shall be liable for the acts, receipts, neglects or defaults of any other Member of the Board or office, or for joining in any receipt or other act of conformity, or for any loss or expenses happening to or incurred by the Company, through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss or damage occasioned by any error judgement or oversight on his part, or for any other loss, damage or misfortune, which shall happen in the execution of the duties of his office or in relation thereto.

NOTICES

50. A notice may be served by the Company upon any Member either personally or by sending through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the register of Members.
51. Any Member described in the register of Members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid, only those Members who are described in the register of Members by an address within the United Kingdom shall be entitled to receive any notice from the Company. Notices for General Meetings shall also be sent to the Auditor or Auditors of the Company.
52. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

53. The provisions of Clause 7 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

No. of Company 2563094

The Companies Act 1985

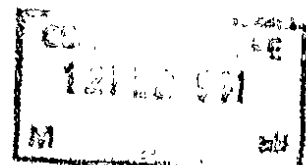
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

OLDHAM COMPACT

(Incorporated the 28th day of November 1990)

Jordan & Sons Limited
Company Formation and Information Services
Printers and Publishers
Branches throughout the United Kingdom
Telephone 071-250-1841 Telex 261010



THE COMPANIES ACTS 1985

A COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL.

MEMORANDUM OF ASSOCIATION

of

OLDHAM COMPACT

CERTIFICATION

WE HEREBY CERTIFY that this print incorporates all alterations made to this company's Memorandum of Association by filed resolutions and is lodged in compliance with the requirements of section 18 of the companies Act 1985.

1. The name of the Company is "OLDHAM COMPACT"
2. The registered office of the Company will be in England.
3. The objects for which the Company is established are:
 - 3.1 To examine the feasibility of establishing an operational Compact within the Oldham Metropolitan Borough boundaries as they now exist.
 - 3.2 To produce an application for operational funding.
 - 3.3 To promote the Industry/Education partnerships within the boundaries of Oldham Metropolitan Borough Council with particular reference to young people in their last years of formal education.
 - 3.4 As ancillary to the foregoing objects to do all or any of the following things namely:-
 - (a) To hold meetings conferences and seminars and to provide a central co-ordinating resource to the Members.
 - (b) To provide information and give advice.
 - (c) To provide and issue publications.
 - (d) To further research and investigation.

- (e) To acquire, construct, alter, equip, maintain or manage any lecture hall, library, office or other building and to acquire any land which it may be deemed expedient to acquire and hold in connection therewith or be necessary or convenient for furthering the objects of the Company or to assist in such construction, alteration, equipment maintenance or management.
 - (f) To do any of the above for payment or gratuitously.
 - (g) to receive donations, subscriptions or bequests and to borrow or raise money for the purposes of the Company and to hold funds in trust for the same and undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to the principal object of the Company.
 - (h) To invest the moneys of the Company not immediately required for its purposes 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 and subject also as hereinafter provided.
 - (i) To do all such other things as are necessary to the attainment of the objectives of the Company.
4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company 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 the Members of the Company provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding 6 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any Member of the Company but so that no Member (other than an ex officio Member) of the Company shall be paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any Member (other than an ex officio member) of the Board or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid or money lent or reasonable and proper rent for premises demised or let to the Company and reasonable and proper payment for professional services rendered to the Company; provided that the provision last aforesaid shall not apply to any payment to any Company of which a Member of the Board or Governing Body may be a Member and in which such Member shall not hold more than one-hundredth part of the capital, and such Member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the Members is limited.
6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.00 (One Pound).
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 the Members of the Company but shall be given or transferred to some other charitable 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 among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of Clause 7 hereof such institution or institutions to be determined by the Board or Governing Body 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 charitable object.
8. True accounts shall be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place and of the property credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with regulations of the Company for the time being, such accounts shall be open to inspection of the members. Once at least every year the Accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

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

Names and addresses of Subscribers

1. Instant Companies Limited,
2 Baches Street,
London. N1 6UB

2. Swift Incorporations Limited
2 Baches Street,
London. N1 6UB

Dated this 17th day of October, 1990.

Witness to the above Signatures:-

Terry Jayne,
2 Baches Street,
London. N1 6UB

THE COMPANIES ACTS 1985

COMPANY NOT FOR PROFIT
LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

CERTIFICATION

of
OLDHAM COMPACT

WE HEREBY CERTIFY that this print
incorporates all amendments made to
this company's Articles of Association
by filed resolutions and is lodged in
compliance with the requirements of
section 18 of the companies Act 1985.

GENERAL

1. In these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not consistent with the subject or context.

WORDS

MEANING

The Act	The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
The Articles	The Articles of Association and the regulations of the Company from time to time in force.
The Board	The Board of Management for the time being of the Company.
The Office	The Registered Office of the Company.
The Seal	The Common Seal of the Company.
Month	Calendar Month.
In writing	Written, printed or lithographed, or partly one or partly another, and other modes of representing or reproducing words in a visible form.

Words importing the singular number only shall include the plural number, and vice versa;

Words importing the masculine gender only shall include the feminine gender;

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

MEMBERSHIP

2. The number of Members with which the Company proposes to be registered is unlimited.
3. The provisions of Section 352 of the Act, shall be observed by the Company.
4. The Company is established for the purposes expressed in the Memorandum of Association.
5. Membership of the Company shall be available to:
 - (a) Any employer which in the opinion of the Board has committed itself to the principles and objects of the Company (the "Compact Employers");
 - (b) Any School or College in the Compact Area which in the opinion of the Board has committed itself to the principles and objects of the Company (the "Compact Schools");
 - (c) Any other person, firm, association, corporation or other body which in the opinion of the Board has committed itself to the principles and objects of the Company including by way of example Trades Union, Trade or Employers' Associations, Training Providers, Community Groups, Parent/Teacher Associations;
 - (d) Any other person, firm or company which the Board in its discretion decides may be admitted to Membership.
6. The Compact Area means the area comprised within the boundaries of Oldham Metropolitan Borough Council.

7. Every Member not being a person shall on becoming a Member nominate in writing a person who shall be its nominee to exercise on its behalf all powers of membership conferred on such a Member by these Articles and may nominate one other person who may act as deputy for the nominee. At any time by notice in writing to the Company the member may remove and/or replace the nominee and/or the deputy. A nominee or deputy shall not be personally liable for any subscription or other sum from time to time payable by his appointor.
8. Every Member shall sign or, as the case may be, seal a written consent to become a Member in such form as the Board shall from time to time prescribe.
9. Any Member of the Company who wishes to retire from membership shall give one month's notice in writing to the Company of his or its intention so to do and upon the expiry of such notice he or it shall cease to be a Member but no such notice or retirement shall excuse such Member from any obligation or liability that shall have accrued prior thereto.
10. The Board shall by a three fourths majority vote have power at any time and without giving any reasons to request in writing any member to retire from membership and thereupon the Member concerned shall forthwith cease to be a Member of the Company and his name shall accordingly be removed from the register of members.
11. The expenses of the Company shall be met by such grant aid (from Central Government or other sources) and entrance fee and/or annual subscription payable by each Member as the Board shall from time to time determine and the Board shall have power when it considers it to be just or necessary to make any reduction or repayment in respect thereof. Such moneys as shall accrue to the Company shall be held or invested on behalf of the Company.

GENERAL MEETINGS

12. 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 as such in the notice 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. The Annual General Meeting shall be held at such time and place as the Board shall appoint.
13. All General meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
14. The Board may whenever it thinks fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 368 of the Act.

15. An Annual General Meeting of the Company and a Meeting called for the passing of a Special Resolution shall be called by twenty-one day's notice 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 day's notice in writing at least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the Meeting, and in the case of special business the general nature of such business, and shall be given in manner hereinafter mentioned, to the Auditors and to such Members of the Company as are under the provisions of these Articles entitled to receive notices from the Company, provided that a Meeting of the Company shall, notwithstanding that it is called by the shorter notice than that specified in this article be deemed to be duly called with the consent of all Members having the right to attend and vote thereat or such proportion of them as is prescribed by law and in the case of Meetings other than Annual General Meetings a Meeting may be convened by such notice as those Members may think fit.
16. The accidental omission to give notice of a Meeting to or the non-receipt of such notice by any Member or other person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding at any Meeting.

PROCEEDINGS AT GENERAL MEETINGS

17. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also that is transacted at an Annual General Meeting, with the exception of the consideration of accounts and balance sheet, and the reports of the Board and of the Auditors, the election of the Members of the Board and the fixing of the remuneration (if any) of the Auditors.
18. No business shall be transacted at any General Meeting unless a quorum is present at the time when the Meeting proceeds to business. Save as herein otherwise provided three Members present in person or their nominee or deputy shall be a quorum.
19. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on 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 same time and place, or to such other place and at such other day and time as the Chairman shall appoint, and if at such adjourned Meeting a quorum is not present within half an hour from the time appointed for holding the Meeting the Members present shall be a quorum.

20. With the consent of any Meeting at which a quorum is present, the Chairman may adjourn a Meeting from time to time, and from place to place, as the Meeting shall determine. Whenever a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given in the same manner as of an original Meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned Meeting.
21. The Chairman of the Board shall preside at every General Meeting, but if there be no such Chairman, or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose some Member of the Board, or if no such Member be present or if all the members of the Board present decline to take the Chair, some Member of the Company who shall be present, to preside.
22. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the Members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or by at least three Members present in person. Unless a poll be so demanded a declaration by the Chairman of the Meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence thereof, 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.
23. If a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the Meeting shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
24. No poll shall be demanded on the election of a Chairman of a Meeting, or on any question of adjournment.
25. In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a second or casting vote.
26. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

27. Subject as hereinafter provided every Member shall have one vote.

28. Save as herein expressly provided no Member other than a Member duly registered who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his Membership shall be entitled to vote on any question.

THE BOARD

29. The Company shall be governed by a Board consisting of representatives from the fields of education, industry and commerce.
30. A Member of the Board shall cease to hold office forthwith in any one of the following events:
- (a) If a Receiving Order is made against him or he makes any arrangement or composition with his creditors;
 - (b) If he becomes of unsound mind;
 - (c) If by notice in writing to the Company he resigns his office;
 - (d) If he ceases to hold office by virtue of any provisions of the Act.

POWERS OF THE BOARD

31. The business of the Company shall be managed by the Board who may pay all such expenses of, preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by statute or by these presents required to be exercised or done by the Company in General Meeting subject nevertheless, to any regulations of these presents to the provisions for the statutes for the time being in force and affecting the Company and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
32. The Members for the time being of the Board may act notwithstanding any vacancy in their body; provided always that in case the Members of the Board shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents it shall be lawful for them to act as the Board for the purpose of admitting persons to membership of the Company filling up vacancies in their body or of summoning a General Meeting but not for any other purpose.

33. Without prejudice to the general powers of the Board, the Board shall have the following powers:

- (a) To elect for such periods as the Board shall determine, a Chairman and Vice-Chairman and Patrons as the Board shall determine for such services to the Company as the Board consider to be sufficiently meritorious, provided that no person so elected to any such office shall by reason only of his election become a Member or otherwise incur any liability towards the Company;
- (b) To establish for such periods as the Board shall determine any additional Group or Working Party as shall be required between Annual General Meetings and to appoint a Chairman of each such group or Working Party.

PROCEEDINGS OF THE BOARD

- 34. The Board may meet together for the dispatch of business adjourn and otherwise regulate the Meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined three shall be quorum. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
- 35. A Member of the Board may and on the request of a Member of the Board the Secretary shall at any time summon a Meeting of the Board by notice served upon the several Members of the Board. A Member of the Board who is absent from the United Kingdom shall not be entitled to notice of a Meeting.
- 36. If at any Meeting the Chairman be not present within five minutes after the time appointed for holding the Meeting or shall be unwilling to preside then the Members of the Board present shall choose one of their number to be Chairman of the Meeting.
- 37. A Meeting of the Members of the Board for the time being at which a quorum is present shall be competent to exercise all the authorities powers and discretions by or under the regulations of the Company for the time being vested in the Board generally.

38. The Board may delegate any of their powers to committees consisting of such Member or members of the Board as they think fit and any committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Board. The Meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the Meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board as aforesaid. Such committee shall have the power to co-opt Members of the Company, who shall count for quorum and be entitled to vote, and to invite and accept the services of other individuals in an advisory capacity.
39. All acts bona fide done by any Meeting of the Board or of any committee of the Board or by any person acting as a Member of the Board shall notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Member of the Board.
40. The Board shall cause proper minutes to be made of the proceedings of all Meetings of the Company and of the Board and of the Committees thereof, and all business transacted at such Meetings, and any such minutes of any Meetings, if purporting to be signed by the Chairman of such Meeting, or by the Chairman of the next succeeding Meeting, shall be conclusive evidence without any further proof of the facts therein stated.
41. A resolution in writing signed by all the Members for the time being of the Board or of any Committee thereof who are entitled to receive notice of a Meeting of the Board or of such Committee shall be as valid and effectual as if it had been passed at a Meeting of the Board or of such Committee duly convened and constituted.

SECRETARY

42. Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit ; and any Secretary so appointed may be removed by the Board.

THE SEAL

43. The common seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least two Members of the Board and of the Secretary and such persons shall sign every instrument which shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

ACCOUNTS

44. The Board shall in conformity with the requirements of Section 221 and 222 of the Act cause proper books of account to be kept with respect to :

- (a) The assets and liabilities of the Company;
- (b) The sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
- (c) All sales and purchases of goods or services by the Company.

The books of account shall be kept at the registered office, or (subject to Sections 221 (1) and (2) of the Act), at such other place or places as the Board shall decide and always be open to the inspection of the Members of the Board.

45. The Company in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the Members of the accounts and books of the Company, or any of them, and subject to such conditions and regulations the accounts and books of the Company shall be open to the inspection of Members at all reasonable times during business hours.
46. Once at least in every year the Board shall in accordance with the provisions of the Act lay before the Company in General Meeting an income and expenditure account for the period since the last preceding account, made up to a date not more than six months before such Meeting, together with a balance sheet made up as at the same date. Every such balance sheet shall be accompanied by a report of the Board and a report of the Auditors, and a copy of such account, balance sheet and reports and of any other documents required to accompany the same shall not less than twenty-one clear days before the Meeting be sent to all persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and read before the Meeting as required by Section 241 (2) of the Act.

AUDIT

47. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
48. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

INDEMNITY AND RESPONSIBILITY

49. Save and except so far as the provisions and operation of this Article shall be avoided by any provision of the Act, every Member of the Board, Secretary and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Board out of the funds of the Company to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by any contract entered into or act or deed done by him by virtue of his instructions or authority from the Board, or in any way in the discharge of his duties, including travelling expenses, and no Member of the Board or other office of the Company shall be liable for the acts, receipts, neglects or defaults of any other Member of the Board or office, or for joining in any receipt or other act of conformity, or for any loss or expenses happening to or incurred by the Company, through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss or damage occasioned by any error judgement or oversight on his part, or for any other loss, damage or misfortune, which shall happen in the execution of the duties of his office or in relation thereto.

NOTICES

50. A notice may be served by the Company upon any Member either personally or by sending through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the register of Members.
51. Any Member described in the register of Members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid, only those Members who are described in the register of Members by an address within the United Kingdom shall be entitled to receive any notice from the Company. Notices for General Meetings shall also be sent to the Auditor or Auditors of the Company.
52. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

53. The provisions of Clause 7 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

Names and addresses of Subscribers

1. **Instant Companies Limited,
2 Baches Street,
London. N1 6UB**

2. **Swift Incorporations Limited,
2 Baches Street,
London. N1 6UB**

Dated this 17th day of October, 1990.

Witness to the above Signatures:-

**Terry Jayne,
2 Baches Street,
London. N1 6UB**

G

COMPANIES FORM No. 224

Notice of accounting reference date (to be delivered within 6 months of incorporation)

224

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--

2563094

Name of company

* OLDHAM COMPACT

* insert full name
of company

gives notice that the date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Important
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3	1	0	3
---	---	---	---

5 April
Day Month

0	5	0	4
---	---	---	---

30 June
Day Month

3	0	0	6
---	---	---	---

31 December
Day Month

3	1	1	2
---	---	---	---

† Delete as
appropriate

Signed

[Director][Secretary]† Date 20.6.91

Presenter's name address and
reference (if any):

OLDHAM COMPACT
LETON ROAD
LETON
REF: JAR

For official Use
General Section

Post room

COMPANIES HOUSE	
- 8 JUL 1991	
M	05

256/11

OLDHAM COMPACT

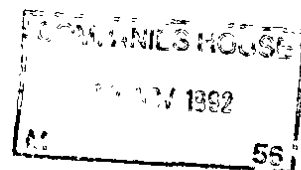
SPECIAL RESOLUTION FOR PASSING AT ANNUAL GENERAL MEETING

Special Business

Amendment to the Memorandum and Articles of Association of Oldham COMPACT.

A recommendation has been put forward by The Charity Commissioners advising Oldham COMPACT that the most expeditious way of registering Oldham COMPACT as a Charity would be to adopt the Memorandum and Articles of Association of Knowsley COMPACT. It is therefore proposed that to enable Oldham COMPACT to register as a Charity, the Memorandum and Articles of Association should be altered in accordance with the following resolution:-

That the existing Memorandum and Articles of Association of Oldham COMPACT be revoked and revised Memorandum and Articles be adopted as agreed by the directors at their meeting of 23 July 1992.



No. of Company 2563094

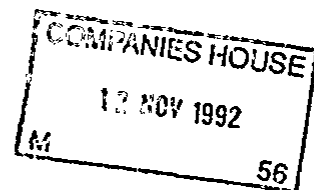
The Companies Act 1985 and 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

THE OLDHAM COMPACT

(Incorporated the 28th day of November 1990)



Alan Partington and Co
Chartered Accountants
Sterling House
501 Middleton Road
Chadderton
Oldham
OL9 9LA

THE COMPANIES ACT 1985 and 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL.

MEMORANDUM OF ASSOCIATION OF

THE OLDHAM COMPACT

1. The name of the Company (hereinafter called "the Company") is "THE OLDHAM COMPACT".

2. The registered office of the Company will be situate in England and Wales.

3. The objects for which the Company is established are -

(1) To advance the education and training of young people in the Borough of Oldham to prepare them for working and adult life. To promote the industry/education partnerships within the boundaries of OMBC with particular reference to young people in their last years of formal education.

(2) To promote industry and commerce for the public benefit and in furtherance whereof but not otherwise to do (if thought fit) or procure the doing of all or any of the following further things -

(a) To co-operate with education authorities, school and college authorities, trade unions, employers, associations and other persons and organisations

(b) To publish books, pamphlets, reports, leaflets, journals, films, tapes, broadcasts and other publications

(c) To hold and promote the holding of courses, lectures, colloquia, seminars, programmes, conferences, workshops, meetings and other events

(d) To found, maintain, aid and endow prizes, scholarships and bursaries and to provide finance for the remuneration, instruction and support of teachers, students or any other persons engaged in any investigation, study or research work or other relevant activities

(e) To undertake and promote research into and the gathering of information and statistics about all matters relating to the said objects and to publish the useful results thereof

(f) To purchase, take on lease or in exchange, hire or otherwise acquire and real and personal estate which may be necessary for any of the purposes of the Company

(g) To purchase or otherwise acquire or found and to carry on schools and training centres

(h) To receive donations, endowments, subscriptions and legacies from persons desiring to promote the objects aforesaid or any of them and to hold funds in trust for the same

(i) Subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit

(j) Subject to such consents as may be required by law to sell, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Company

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

(l) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company

(m) To invest the monies of the Company not immediately required for its own purposes 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 and subject also as hereinafter provided.

(n) To engage or employ such personnel (whether as employees, consultants, advisers or however) not being members of the Board as may be requisite to the promotion of the objects of the Company and on such terms as the Board may think fit

(o) To provide or procure the provision of counselling and guidance in furtherance of the said objects of any of them

(p) To lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by, any person or company as may be necessary or convenient for the work with the Company

(q) To draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable or mercantile instruments for the purpose of or in connection with the objects of the Company

(r) To establish promote or assist charitable companies with objects similar to those of the Company for the acquisition of the property or liabilities of the Company or to carry on any authorised activity of the Company of for any other charitable purpose calculated to benefit the Company in the furtherance of its objects

(s) To amalgamate, merge or join in with any charity having charitable objects wholly or in part similar to those of this Company for the purposes of better effectuating the charitable purposes

(f) To establish and support pension schemes for and to grant pensions to any employees of the Company and their dependents

(u) To purchase, acquire or undertake all or any of the property, liabilities and engagements of charitable associations, societies or bodies with which the Company may co-operate or federate

(v) To pay out of the funds of the Company the costs of forming and registering the Company

(w) To do all such other lawful things as shall further the attainment of the above objects or any of them

PROVIDED THAT -

(i) If 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 the manner allowed by law, having regard to such trusts

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

(iii) If the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without any authority, approval or consent as may be required by law, and as regards any such property the Directors 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 the Directors would 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 the Directors but as regards any such property they shall 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 from whatever source derived, 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 the Members of the Company (and no Director 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 Director) for any services rendered to the Company

(b) of interest on money lent by any member of the Company (or any Director) at a reasonable and proper rate

(c) of any reasonable and proper rent for premises demised or let by any member of the Company (or any Director)

(d) of fees, remuneration or other benefits in money or money's worth to a company of which a Director may be a member holding not more than 1/100th part of the capital of the company, or

(e) to any Director of reasonable and proper out-of-pocket expenses.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company if it is wound up during the time that he/she is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he/she ceases to be a member and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.

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 the members of the Company, but shall be given or transferred to some other charitable 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 among its or their members 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 the members within three months or the member's resolution passed initiating the winding-up, failing which and if and so far as effect cannot be given to such provision, then to some charitable object.

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

Names and addresses of Subscribers

1. Instant Companies Limited,
2 Baches Street
London. N1 6UP

2. Swift Incorporations Limited
2 Baches Street,
London. N1 6UB

Dated this 17th day of October, 1990

Witness to the above Signatures:- Terry Jayne,
2 Baches Street,
London. N1 6UB

THE COMPANIES ACT 1985 and 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

THE OLDHAM COMPACT

INTERPRETATION

1. In these Articles the following words and expressions shall unless the context otherwise requires have the meanings set opposite them respectively -

<u>Words</u>	<u>Meanings</u>
the Company	The Oldham COMPACT
the Board	the Board of Directors for the time being of the Company
the Directors	the Directors for the time being of the Company
the Act	the Companies Act 1985 and 1989
the Articles	the Articles of Association of the Company
clear days	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
executed	includes any mode of execution
the office	the registered office of the Company
the seal	the common seal of the Company
Secretary	the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary

the United Kingdom

Great Britain and Northern Ireland

OMBC

Oldham Metropolitan Borough Council

Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Company.

In the Articles, the singular shall include the plural and vice versa.

References to any provisions of any statute or other enactment shall be deemed to include any statutory modification or reenactment thereof for the time being in force.

MEMBERS

2. The subscribers to the memorandum and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. The number of members is limited to 500 but the Board may from time to time resolve to increase or dispense entirely with such limit. Subject to Article 4 every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Board requires executed by him/her.

3. Application for membership may be approved or rejected by the Board. The Board shall have the right with good and sufficient reason to terminate the membership of any member providing that the member concerned shall have the right to be heard before a decision is made.

4. If a person becomes a member as a representative of an unincorporated association or body, the name of the member, the name of the unincorporated association or body and the fact that the member is its representative shall be entered in the register of members. Subject to the Board's right to decline to accept any person as a member, the unincorporated association or body shall be able to replace the member who is its representative with another person by notice in writing to the Company without it being necessary for the outgoing member to give notice or the incoming member to complete an application form.

5. The Board may admit to associate membership such individuals and subject to such rights and obligations as it shall think fit. Such associate members shall not be members for the purposes of the Articles or the Act. The Board may not bestow upon any associate member the right to vote on any matter.

6. Subject to Article 4, membership shall not be transferable and shall cease on death. A member shall cease to be a member -

(a) on the expiry of at least seven clear days' notice given by him/her to the Company of his/her intention to withdraw

(b) if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid seven days after notice is served on the member by the Company informing him/her that he/she will be removed from membership if it is not paid.

The Board may re-admit to membership any person removed from membership on this ground on his/her paying such sum in respect of the sum due as the Board may determine.

(c) If (being an individual) he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally or (being a body corporate or unincorporated association) it is wound up or goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or a petition is presented or an order made or a resolution passed for its winding up

(d) If, at a meeting of the Board at which not less than half of the Directors are present, a resolution is passed resolving that the member be expelled. Such a resolution shall not be passed unless the member has been given not less than fourteen clear days' notice of the fact that the resolution is to be proposed, specifying the misconduct or circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board. If such a resolution as is referred to in this paragraph is passed, then the member shall forthwith cease to be a member but without prejudice to the liability of the member to pay to the Company any subscription or other sum owed by him/her.

7. The Board may in its discretion levy subscriptions on all members of the Company at such rate(s) as it shall determine and may levy subscriptions at different rates on different categories of members.

PATRON

8 (a) The Board may appoint and remove any person as a patron of the Company and on such terms as it shall think fit. There shall not be more than three patrons at any time.

(b) A patron shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice thereof as if a member and shall also have the right to receive accounts of the Company when available to members.

GENERAL MEETINGS

9. 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 as such in the notice 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. The Annual General Meeting shall be held at such time and place as the Board shall appoint.

10. All general meetings other than annual general meetings shall be called extraordinary general meetings.

11. The Board may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the

requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

12. An annual general meeting and an extraordinary general meeting called for the purpose of passing a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed -

(a) in the case of an 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 being a majority together holding not less than ninety-five percent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the members and any patron and to the Directors and auditors.

PROCEEDINGS AT GENERAL MEETINGS

13. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. Six persons entitled to vote upon the business to be transacted, each being a member, shall be a quorum.

14. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum

15. The Chair, if any, of the Board or in his/her absence some other Director by the Board shall preside as Chair of the meeting, but if neither the Chair nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chair and, if there is only one Director present and willing to act, he/she shall be Chair.

16. If no Director is willing to act as Chair, or if no Director is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members present and entitled to vote shall choose one of their number to be Chair.

17. A Director shall, notwithstanding that he/she is not a member, be entitled to attend and speak at any general meeting.

18. The Chair may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

19. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provision of the Act, a poll may be demanded:-

- (a) by the Chair; or
- (b) by at least two members having the right to vote at the meeting; or
- (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting

and a demand by a person as proxy for a member shall be the same as a demand by the member.

20. Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

21. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

22. A poll shall be taken as the Chair directs and he/she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

23. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote he/she may have.

24. A poll demanded on the election of a Chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

25. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

26. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity in the convening thereof or otherwise or any want of qualification in any of the persons present or voting thereat.

27. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he/she was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

28. On a show of hands every member present in person shall have one vote, and on a poll every member present in person or by proxy shall have one vote. In the event of a tied vote, the Chair has the right to exercise a casting vote.

29. Subject to the provisions of Clause 4 of the memorandum no member may vote on any matter in which he/she is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the members present in person or by proxy at the meeting such permission to be given or withheld without discussion.

30. No member shall be entitled to vote at any general meeting unless all moneys presently payable by him/her to the Company have been paid.

31. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his/her receiver, curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

32. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

cont'd

33. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):-

"The Oldham Compact
I/We, _____ of _____ being a
member/members of the above named Company, hereby appoint
of _____
or failing him/her, _____ of _____
as my/our proxy to vote in my/our name(s) and on my/our behalf at the
annual/extraordinary general meeting of the Company to be held
on _____ 19 _____, and at any adjournment thereof.

Signed on _____ 19 _____ "

34. Where it is desired to afford members an opportunity of instructing the proxy how he/she shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve:-

"The Oldham Compact
I/We, _____ of _____ being a
member/members of the above named Company, hereby appoint
of _____
or failing him/her, _____ of _____
as my/our proxy to vote in my/our name(s) and on my/our behalf at the
annual/extraordinary general meeting of the Company to be held
on _____ 19 _____, and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:-

Resolution No. 1 *for* against
Resolution No. 2 *for* against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he/she thinks fit or abstain from voting.

Signed on _____ 19 _____ "

35. The instrument appointing 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 Board may:-

(a) be deposited at the office, or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy 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 instrument proposes to vote; or

(b) in the case of a poll taken more than 48 hours after it is demanded, be deposited 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

(c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the Secretary or to any Director

and instrument of proxy which is not deposited or delivered in manner so permitted shall be invalid.

36. A proxy for a member who is entered on the register of members as being a representative of an unincorporated association or body may be appointed either by the member or by the unincorporated association or body.

37. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

NUMBER OF DIRECTORS

38. The minimum number of Directors shall be four but unless otherwise determined by ordinary resolution there shall be no maximum number of Directors.

POWER OF DIRECTORS

39. Subject to the provisions of the Act, the memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board which may exercise all the powers of the Company. No alteration of the memorandum or Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Board by the Articles and a meeting at which a quorum is present may exercise all powers exercisable by the Board.

40. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it determines.

DELEGATION OF DIRECTORS' POWERS

41. (a) The Board may delegate any of its powers or the implementation of any of its resolutions to any committee.

(b) The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number).

(c) The composition of any such committee shall be entirely at the discretion of the Board and may comprise such of their number (if any) as the resolution may specify.

(d) The deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary for the purpose.

(e) All delegations under this article shall be revocable at any time.

(f) The Board may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit.

(g) For the avoidance of doubt the Board may delegate financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Director provided always that no committee shall incur expenditure on behalf of the Company except in accordance with a budget which has been approved by the Board.

42. The meetings and proceedings of any committee shall be governed by the provisions of these articles regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board.

43. Subject to any regulations or conditions the Board may impose, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of Directors so far as they are capable of applying.

APPOINTMENT AND RETIREMENT OF DIRECTORS

44. The Chair and Vice Chair of the Board shall be appointed by the Board and shall hold office for a period of three years or until he/she shall be disqualified or removed from office in accordance with Article 54 hereof whichever is the sooner. A Chair whose term of office has expired may be re-appointed.

45. The members of the Board shall be appointed by the Directors in general meeting. Each Director shall hold office for a period of three years or until he/she shall be disqualified or removed in accordance with Article 46 hereof whichever is the sooner.

46. At the first annual general meeting all the Directors shall retire from office, and at every subsequent annual general meeting one-third of the Directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office: but, if there is only one Director who is subject to retirement by rotation, he/she shall retire.

47. Subject to the provisions of the Act, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Directors on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

48. If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.

49. No person other than a Director retiring by rotation shall be appointed or reappointed an Director at any general meeting unless -

(a) he/she is recommended by the Directors; or

(b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he/she were so appointed or reappointed, be required to be included in the Company's register of Directors together with notice executed by that person of his/her willingness to be appointed or reappointed

50. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him/her at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he/she were so appointed or reappointed, be required to be included in the Company's register of Directors.

51. Subject to as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and may also determine the rotation in which any additional Directors are to retire.

52. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Directors who are to retire by rotation. If not reappointed at such annual general meeting, he/she shall vacate office

at the conclusion thereof.

53. Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be reappointed. If he/she is not reappointed, he/she shall retain office until the meeting appoints someone in his/her place, or if it does not do so, until the end of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

54. The office of a Director shall be vacated if:-

(a) he/she ceases to be a Director by virtue of any provision of the Act or he/she becomes prohibited by law from being a Director; or

(b) he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or

(c) he/she is, or may be, suffering from mental disorder and either -

(i) he/she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or

(ii) and order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs; or

(d) he/she resigns his/her office by notice to the Company.

(e) where Board members fail to attend three consecutive Board meetings without submitting apologies, they may be asked to reconsider their membership.

DIRECTORS' EXPENSES

55. The Directors may be paid all reasonable travelling, out of pocket expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

PROCEEDINGS OF DIRECTORS

56. Subject to the provisions of the Articles, the Board may regulate its proceedings as it thinks fit. Two Directors may, and the Secretary at the request of two Directors shall call a meeting of the Board. Notice of every meeting of the Board stating the general particulars of all business to be considered at such meeting shall be sent by post to each Director at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars. It shall not be necessary to give notice of a meeting to a Director who is absent from the United

Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

57. The quorum for the transaction of the business of the Directors shall be six.

58. The continuing directors may act notwithstanding any vacancies in their number but if and so long as the number of Directors is less than the number fixed as a quorum the Directors may act for the purpose of increasing the number of Directors to that number in accordance with Article 52 hereof or of summoning a general meeting of the Company but for no other purpose.

59. Unless he/she is unwilling to do so, the Chair appointed in accordance with Article 44 shall preside at every Board meeting at which he/she is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chair of the meeting.

60. All acts done by a meeting of Directors, or of a committee of Directors or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

61. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

SECRETARY

62. Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by it. No member of the Board shall accept the salaried position of Secretary.

REGULATIONS

63. The Board shall have power from time to time to make repeal or alter regulations as to the management of the Company and the affairs thereof, as to the duties of any officers or servants of the Company and as to the matters or things within the powers or under the control of the Board provided that the same shall not be inconsistent with the memorandum or the Articles.

MINUTES

64. The Board shall cause minutes to be made in books kept for the purpose:-

- (a) of all appointments of officers made by the Board; and
 - (b) of all proceedings at meetings of the Company and of the Board, and of committees of Directors, including the names of the Directors present at each such meeting.
- and any such minute, if purported to be signed by the Chair of the meeting at which the proceedings were had, or by the Chair of the next succeeding meeting, shall, as against any member or Director of the company, be sufficient evidence of the proceedings.

THE SEAL

65. The seal shall only be used by the authority of the Board or of a committee of Directors authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

ACCOUNTS

66. The Board shall in conformity with the requirements of Section 221 and 222 of the Act cause proper books of account to be kept with respect to:

- (a) the assets and liabilities of the Company;
- (b) The sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place;
- (c) All sales and purchases of goods or services by the Company.

The books of account shall be kept at the registered office, or (subject to Sections 221 (1) and (2) of the Act), at such other place or places as the Board shall decide and always be open to the inspection of the Members of the Board.

67. The Company in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the members of the accounts and books of the Company, or any of them, and subject to such conditions and regulations the accounts and books of the Company shall be open to the inspection of Members at all reasonable times during business hours.

68. Once at least in every year the Board shall in accordance with the provisions of the Act lay before the Company in General Meeting an income and expenditure account for the period since the last preceding account, made up to a date not more than six months before such Meeting, together with a balance sheet made up as at the same date. Every such balance sheet shall be accompanied by a report of the Board and a report of the Auditors, and a copy of such account, balance sheet and reports and of any other documents required to accompany the same shall not less than twenty-one clear days before the Meeting be sent to all persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter

directed to be served. The Auditors' report shall be open to inspection and read before the Meetings as required by Section 241 (2) of the Act.

AUDIT

69. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

70. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

NOTICES

71. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a Board meeting need not be in writing.

72. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his/her registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him/her shall be entitled to have notices given to him/her at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

73. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

74. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

INDEMNITY

75. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him/her in the execution and discharge of his/her duties or in relation thereto.

WINDING-UP

76. The provisions of clauses 6 and 7 of the memorandum relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in the Articles.

Names and addresses of Subscribers

1. Instant Companies Limited,
2 Baches Street
London. N1 6UP

2. Swift Incorporations Limited
2 Baches Street,
London. N1 6UB

Dated this 17th day of October, 1990

Witness to the above Signatures:- Terry Jayne,
2 Baches Street,
London. N1 6UB