

FILE COPY



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

Company No. 4759922

The Registrar of Companies for England and Wales hereby certifies that
WILLOUGHBY (441) LIMITED

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

Given at Companies House, Cardiff, the 12th May 2003



N04759922P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Package: 'Laserform'
by Laserform International Ltd.

12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

WILLOUGHBY (441) LIMITED

I, WILLOUGHBY CORPORATE REGISTRARS LIMITED

of WILLOUGHBY HOUSE, 20 LOW PAVEMENT, NOTTINGHAM, NG1 7EA

† Please 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 of the Companies Act 1985) † and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

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

Declarant's signature

P. Baigent

.....
duly authorised for and on behalf of
Willoughby Corporate Registrars Limited

Declared at

62 Mastrop Road, Leicester

Day Month Year

On 07 05 2003

● Please print name.

before me ●

KSGUG7 NORMAN

Signed

K Norman

Date

7 May 2003

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

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

freethcartwright
Willoughby House
20 Low Pavement
Nottingham NG1 7EA

REF: KPJ/0613

Tel (0115) 936 9369

DX number 10039

DX exchange Nottingham



A44
COMPANIES HOUSE

0807
08/05/03

Laserform International 12/99

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

WILLOUGHBY (441) LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

WILLOUGHBY HOUSE, 20 LOW PAVEMENT

Post town NOTTINGHAM

County / Region NOTTINGHAMSHIRE

Postcode NG1 7EA

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name freethcartwright

Address WILLOUGHBY HOUSE, 20 LOW PAVEMENT

Post town NOTTINGHAM

County / Region NOTTINGHAMSHIRE

Postcode NG1 7EA

Number of continuation sheets attached

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

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Nottingham
NG1 7EA

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or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland **DX 235 Edinburgh**



A44 COMPANIES HOUSE 0808 08/05/03

Company Secretary (see notes 1-5)

Company name **WILLOUGHBY CORPORATE SECRETARIAL LIMITED**

NAME *Style / Title *Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address **WILLOUGHBY HOUSE, 20 LOW PAVEMENT**

Usual residential address

For a corporation, give the registered or principal office address.

Post town **NOTTINGHAM**

County / Region **NOTTINGHAMSHIRE** Postcode **NG1 7EA**

Country **ENGLAND**

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

Consent signature **P. Barger** **Date** **7-8-03**

Directors (see notes 1-5)

Please list directors in alphabetical order

DULY AUTHORISED FOR AND ON BEHALF OF WILLOUGHBY CORPORATE SECRETARIAL LIMITED

NAME *Style / Title *Honours etc

Forename(s)

Surname **WILLOUGHBY CORPORATE REGISTRARS LIMITED**

Previous forename(s)

Previous surname(s)

Address **WILLOUGHBY HOUSE, 20 LOW PAVEMENT**

Usual residential address

For a corporation, give the registered or principal office address.

Post town **NOTTINGHAM**

County / Region **NOTTINGHAMSHIRE** Postcode **NG1 7EA**

Country **ENGLAND**

Day Month Year

Date of birth **Nationality**

Business occupation

Other directorships **SEE ATTACHED LIST**

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

Consent signature **P. Barger** **Date** **7-8-03**

DULY AUTHORISED FOR AND ON BEHALF OF WILLOUGHBY CORPORATE REGISTRARS LIMITED

Directors

(continued)

(see notes 1-5)

* Voluntary details

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date

This section must be signed by

Either

an agent on behalf of all subscribers

Signed

Paethawinjit

Date

7-8-03

Or the subscribers

Signed

Date

(i.e those who signed as members on the memorandum of association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Notes

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

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

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

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

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

Address:

Give the usual residential address.

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

Subscribers:

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

2. Directors known by another description:

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

3. Directors details:

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

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**
- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

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

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

**CONTINUATION SHEET
FORM 10**

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

COMPANY NAME

WILLOUGHBY (441) LIMITED

OTHER DIRECTORSHIPS

Company Name	Company Number
Centra Foodmarkets (UK) Limited	2896454
Highland Leather Limited	3799042
Tack Organisational Development Ltd	4239407
Willoughby (219) Limited	3736565
Willoughby (220) Limited	3736552
Willoughby (221) Limited	3766325
Willoughby (235) Limited	3799390
Willoughby (317) Limited	4144436
Willoughby (369) Limited	4341387
Willoughby (379) Limited	4381603
Willoughby (388) Limited	4432198
Willoughby (400) Limited	4504251
Willoughby (404) Limited	4504239
Willoughby (405) Limited	4504236
Willoughby (407) Limited	4597946
Willoughby (408) Limited	4597953
Willoughby (409) Limited	4597956
Willoughby (419) Limited	4649581
Willoughby (427) Limited	4731798
Willoughby (428) Limited	4731807
Willoughby (429) Limited	4731822
Willoughby (430) Limited	4731815
Willoughby (431) Limited	4730432
Willoughby (432) Limited	4730437
Willoughby (433) Limited	4730453
Willoughby (434) Limited	4730458
Willoughby (435) Limited	4730462
Willoughby (436) Limited	4730464
Willoughby (437) Limited	Being Incorporated
Willoughby (438) Limited	Being Incorporated
Willoughby (439) Limited	Being Incorporated
Willoughby (440) Limited	Being Incorporated
Willoughby (442) Limited	Being Incorporated
Willoughby (443) Limited	Being Incorporated
Willoughby (444) Limited	Being Incorporated
Willoughby (445) Limited	Being Incorporated
Willoughby (446) Limited	Being Incorporated

4754922

THE COMPANIES ACT 1985
AND
THE COMPANIES ACT 1989

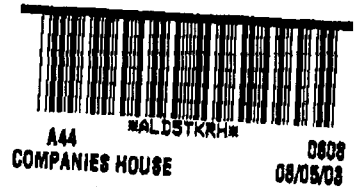


254973

PRIVATE COMPANY LIMITED BY SHARES

254973

MEMORANDUM OF ASSOCIATION
OF
WILLOUGHBY (441) LIMITED



1. The name of the Company is "WILLOUGHBY (441) LIMITED" ("the Company").
2. The registered office of the Company will be situate in England.
3. 3.1. The object for which the Company is established is to carry on business as a general commercial company
- 3.2. Notwithstanding 3.1 the Company shall have in addition the following objects and powers:
 - 3.2.1. To carry on any other trade or business of a similar nature, or any trade or business which can in the opinion of the Company be conveniently carried on with, or, in addition to, the aforesaid object or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company;
 - 3.2.2. To purchase or otherwise acquire all or part of the business, property and liabilities of any company, society, partnership or person, carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction with that or which is capable of being conducted so as directly or indirectly to benefit the Company and to conduct and carry on, or liquidate and wind up, any such business;
 - 3.2.3. To purchase, take on lease, exchange, hire, take options or otherwise acquire, hold and generally deal in land, buildings, easements or other interests in real estate, and to sell, let on lease, or otherwise dispose of or grant rights over any real property belonging to the Company;
 - 3.2.4. To purchase or otherwise acquire, erect, maintain, reconstruct, alter and adapt any buildings, factories, offices, workshops, mills, plant, machinery and other things found necessary or convenient for the purposes of the Company and to contribute to or subsidise the acquisition, erection, maintenance, reconstruction, alteration and adaptation of the same;

- 3.2.5. To apply for and take out, purchase, take on lease or hire or otherwise acquire any concessions, designs, trade marks, patents, patent rights or inventions, copyright or secret processes and licences which may be useful for the Company's objects, and to disclaim, modify, use and grant licences and privileges to use the same;
- 3.2.6. To manufacture, buy, sell, and generally deal in and with any plant, machinery, tools, goods or things of any description, which in the opinion of the Company may be conveniently dealt in and with by the Company in connection with any of its objects;
- 3.2.7. To let on lease or on hire the whole or part of the real and personal property of the Company on such terms as the Company shall determine;
- 3.2.8. To issue, draw, accept, make, endorse, discount, execute and negotiate bills of exchange and promissory notes, and other negotiable instruments;
- 3.2.9. To borrow or raise money or secure obligations (whether of the Company or any other person) by the issue of debentures (whether at par or at a premium or discount), debenture stock (perpetual, redeemable or terminable), bonds, mortgages, charges or any other securities, founded or based upon all or any of the property and rights of the Company, present or future and including its uncalled capital, or without any such security, and upon such terms as to priority or otherwise as the Company shall think fit and collaterally or further to secure any securities of the Company by a trust deed or other assurance and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society; and to issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly;
- 3.2.10. To receive money on deposit or loan with or without allowance of interest thereon and on such terms as the Company may approve;
- 3.2.11. To lend money to any company, firm or person and to give all kinds of guarantees and/or indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving

any such guarantee and/or indemnity, and whether or not such guarantee and/or indemnity is given in connection with or pursuant to the attainment of the objects stated in this Memorandum, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets of the Company, present or future and including its uncalled capital, or by both such methods, the performance of the obligations and contracts of, and the payment of the capital or principal (together with any premium) or any dividends or interest on any debenture, stocks, shares or other security of, any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being a customer of the Company or which is for the time being the Company's holding or subsidiary company or otherwise associated with the Company in business;

- 3.2.12. To invest and deal with the monies of the Company not immediately required in or upon such investments or securities and in such manner as from time to time may be determined;
- 3.2.13. To acquire by subscription, purchase or otherwise, and to accept and take, hold and sell, shares, stock, debentures or other securities in any company, society or undertaking, the objects of which shall, either in whole or in part, be similar to those of this Company, or such as may be likely to promote or advance the interest of this Company and to guarantee the contracts or liabilities of, subsidise, or otherwise assist, any such company;
- 3.2.14. To establish agencies in Great Britain and elsewhere, and to regulate and discontinue the same;
- 3.2.15. To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments, to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's holding or subsidiary company or otherwise associated with the Company in business, or who are or were at any time directors or officers of the Company or of any such other company, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the

interests and well being of the Company or of any such other company, as previously mentioned, or of any such persons, as previously mentioned, and to make payments for or towards the insurance of any such persons as previously mentioned, and to subscribe or guarantee money for charitable or benevolent objects for any exhibition or for any public, general or useful objects; and to establish, set up, support and maintain share option schemes, share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's holding or subsidiary company, and to do any of such matters either alone or in conjunction with any such other company as previously mentioned;

- 3.2.16. To enter into and carry into effect any partnership or arrangement for joint working in business, or for sharing of profits, or for co-operation, with any other company, or any partnership, firm or person carrying on or proposing to carry on any business within the objects of this Company;
- 3.2.17. To establish, promote (or concur in establishing or promoting) and otherwise assist any company or companies for the purpose of acquiring any of the property or furthering any of the objects of this Company or which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company;
- 3.2.18. To sell, transfer, exchange, let on rent, royalty or share of profits or otherwise grant licences, easements and other rights in or over, and in any other manner deal with or dispose of, the whole or part of the business, property, assets and undertakings of the Company for any consideration which the Company may see fit to accept;
- 3.2.19. To distribute among its members in specie or otherwise as may be resolved any assets of the Company or any proceeds of sale or disposal of any assets and, particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company;
- 3.2.20. To pay for any property or rights acquired by the Company, either in cash or fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode or partly in another, and generally on such terms as the Company may determine;

- 3.2.21. To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- 3.2.22. To amalgamate with any other company whose objects are or include objects similar to those of the Company, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking, subject to the liabilities, of the Company or any such other company as previously mentioned, with or without winding up, or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of the Company or any such other company as previously mentioned, or by partnership, or any arrangement of the nature of partnership, or in any other manner;
- 3.2.23. To act as the co-ordinating and controlling company of a group of companies however from time to time constituted and to control and to co-ordinate the policy activities and administration and to promote the beneficial co-operation of any companies in which the Company is interested with one another and with the Company and with any other person, firm or company carrying on any undertaking which may appear for the time being capable of being carried on so as to benefit the Company, and to make or do, or assist in making or doing, such arrangements and things as may be considered desirable with a view to causing the business of any such companies to be carried on economically and profitably and to promote the success of them.
- 3.2.24. Subject to and in accordance with due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act 1985 ("the Act") (if and so far as such provision shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act;
- 3.2.25. To do all or any of the foregoing in any part of the world and either as principal, sole proprietor, agents, contractors, trustees, nominees, or in

conjunction with others and either by or through sub-contractors, agents or others;

3.2.26. Generally to do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them;

3.3. It is declared that the foregoing sub-clauses shall be construed independently of each other and that none of the objects mentioned in any sub-clause shall be limited by reference to or inference from, or deemed to be merely subsidiary to, the objects mentioned in any other sub-clause and the provisions of each sub-clause shall be carried out in as full and ample a manner and construed in as wide a sense as if each sub-clause defined the objects of a separate and distinct company;

4. The liability of the members is limited.

5. The Share Capital of the Company is £1,000 divided into 1,000 ordinary shares of £1 each.

I the subscriber to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum and I agree to take the number of shares in the Capital of the Company shown opposite my name.

NAME AND ADDRESS OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY SUBSCRIBER
Willoughby Corporate Registrars Limited Willoughby House 20 Low Pavement Nottingham NG1 7EA <i>P. Bagent</i> Duly authorised for and on behalf of Willoughby Corporate Registrars Limited	1

DATED 7 MAY 2003

WITNESS TO THE ABOVE SIGNATURE:

Witness' signature: *Claire Harlow*

Name: Claire Harlow
Secretary

Address: Willoughby House
20 Low Pavement
Nottingham
NG1 7EA

**THE COMPANIES ACT 1985
AND
THE COMPANIES ACT 1989**

PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
WILLOUGHBY (441) LIMITED**

1. PRELIMINARY

- 1.1 The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No 1052) and the Companies Act 1985 (Electronic Communications) Order 2000 (S.I. 2000 No. 3373) ("**Table A**") shall apply to the Company save insofar as they are excluded or varied by these Articles, and such Regulations save as so excluded or varied together with the following Articles shall be the Articles of Association of the Company.
- 2.1 The following Regulations of Table A shall not apply to the Company, namely Regulations 3, 24, 40, 41, 46, 48, 64, 67, 73 to 80 (inclusive), 94, 95, 96, 97.

2. INTERPRETATION

The provisions as to the interpretation of Table A contained in Regulation 1 of Table A shall apply to the interpretation of these Articles as they apply to the interpretation of Table A.

3. SEAL

Regulation 6 of Table A shall be modified so as to remove the reference to the Company seal.

Regulation 101 of Table A shall be modified by the insertion of the words ", if the Company has one," after the words "The seal" at the beginning of the Article.

4. SHARE CAPITAL

- 4.1 The Company is a private company and accordingly the Company shall not offer, allot or agree to allot any shares in or debentures of the Company to the public with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purposes of this Article as they apply for the purposes of the Act.

- 4.2. All unissued shares of the Company, whether forming part of the original or any increased capital, shall be under the control of the Directors who (subject to the provisions of Section 89 of the Act) may allot, grant options over, offer or otherwise deal with or dispose of them to such persons, including any Directors of the Company, at such times and on such terms and generally in such manner as they think fit but no shares shall be issued at a discount;
- 4.3. The Directors are generally and unconditionally authorised by these Articles to exercise the powers of the Company to allot relevant securities as defined in section 80 of the Act and are empowered to make offers or agreements which would or might require relevant securities as so defined to be allotted after the expiry of such authority;
- 4.4. Unless and until the authority conferred by Article 4.3 is revoked, renewed or varied:
- 4.4.1. the maximum amount of relevant securities as so defined that may be allotted under such authority shall be the amount of unissued relevant securities in the capital of the Company at the date of the incorporation of the Company;
- 4.4.2. such authority shall expire on the fifth anniversary of the date of the incorporation of the Company.

5. REDEMPTION OF SHARES

Subject to the provisions of the Act shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of them, provided that the terms on which and the manner in which any such redeemable shares shall or may be redeemed shall be specified by Special Resolution before issue of them.

6. LIEN

- 6.1. The lien conferred by Regulation 8 of Table A shall also attach to:
- 6.2. fully-paid shares; and
- 6.3. all shares whether fully-paid or not standing registered in the name of any person indebted or under liability (whether solely or jointly with others) to the Company (whether he shall be the sole registered holder of them or shall be one of two or more joint holders) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether such monies are presently payable or not.

7. TRANSFER OF SHARES

- 7.1. The transferor shall be deemed to remain as holder of any shares which have been or are to be transferred until the name of the transferee is entered in the Register of Members in respect of them.

- 7.2. The Directors may, in their absolute discretion and without assigning any reason for it, decline to register the transfer of any share, whether or not it is fully-paid.

8. PROCEEDINGS AT GENERAL MEETINGS

- 8.1. No business shall be transacted at any General Meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum, unless the Company has only one member in which case one member present in person or by proxy shall be a quorum.
- 8.2. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting then the meeting shall be dissolved.
- 8.3. 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.
- 8.4. A poll may be demanded:
- 8.4.1. by the Chairman; or
 - 8.4.2. by a member (present in person or by proxy) having the right to attend and vote at the meeting; or
 - 8.4.3. by a duly authorised representative of a corporation.
- 8.5. The demand for a poll may, before the poll is taken, be withdrawn.
- 8.6. A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.
- 8.7. On a show of hands or on a poll votes may be given either personally or by proxy.
- 8.8. A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a special resolution or an extraordinary resolution shall have effect accordingly.
- 8.9. Any member who is entitled to participate in a general meeting or at any separate meeting of the holders of any class of shares in the Company may participate in such meeting by means of a conference telephone or other means of telephonic, radio or televisual communication whereby all the persons participating in the meeting can hear each other and any member participating in such a meeting by such means shall be deemed to be present in person at such meeting.

9. VOTES OF MEMBERS

- 9.1. There shall be inserted the words "Unless the Directors otherwise determine" before the words "No member shall" in Regulation 57 of Table A which shall be modified accordingly in its application to the Company.

9.2. The notice 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 Directors may:

9.2.1. in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom and at such time 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; or

9.2.2. (notwithstanding any provision to the contrary in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting):

9.2.2.1. in the case of an instrument in writing be deposited with the Chairman 30 minutes before the commencement of the meeting or adjourned meeting; or

9.2.2.2. in the case of an electronic communication be received not less than 24 hours before the commencement of the meeting or adjourned meeting

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

9.3. Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it.

9.4. For the avoidance of doubt, any reference to "writing" in this Article excludes the writing on a visual display unit, faxes, telexes or e-mail.

10. NUMBER OF DIRECTORS

10.1. Unless otherwise determined by the Company in general meeting, the number of Directors shall not be subject to any maximum but need not exceed one.

10.2. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles and by Table A and Regulations 88 to 90 of Table A shall not apply to the Company.

11. ALTERNATE DIRECTORS

An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

12. POWERS OF DIRECTORS

In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may exercise all the powers of the Company to borrow and to mortgage or charge all the undertaking and property of the Company including the uncalled

capital or any part of it, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

13. APPOINTMENT AND RETIREMENT OF DIRECTORS

13.1. The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.

13.2. 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 for the time being in force.

14. DISQUALIFICATION AND REMOVAL OF DIRECTORS

Regulation 81 of Table A shall be amended by substituting the following for paragraph (c):

"(c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director;"

15. PROCEEDINGS OF DIRECTORS

15.1. The words "and unless so fixed at any other number shall be two" shall be omitted from Regulation 89 of Table A in its application to the Company.

15.2. For the purposes of Regulation 93 of Table A, the consent of a Director or an alternate Director to a resolution may also be given by giving notice of his approval to the Company by letter or fax.

15.3. A Director who is in any way, whether directly or indirectly, interested in a contract (which in this Article shall be construed as including any transaction or arrangement, whether or not constituting a contract) or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 317 of the Act. Subject to such disclosure a Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning any contract or arrangement in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and if he does so vote his vote shall be counted and he shall be counted in ascertaining whether a quorum is present at any meeting at which any such contract or proposed contract shall come before the Directors or a committee of Directors for consideration.

15.4. Any Director who is entitled to participate in a meeting of the Board of Directors or a committee of the Board of Directors may participate in such meeting by means of a conference telephone or other means of telephonic, radio or televisual

communication whereby all the persons participating in the meeting can hear each other and any Director participating in such a meeting by such means shall be deemed to be present in person at such meeting.

16. INDEMNITY

In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act, every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.

NAME AND ADDRESS OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY SUBSCRIBER
Willoughby Corporate Registrars Limited Willoughby House 20 Low Pavement Nottingham NG1 7EA <i>P. Baigent</i> Duly authorised for and on behalf of Willoughby Corporate Registrars Limited	1

DATED 7 MAY 2003

WITNESS TO THE ABOVE SIGNATURE:

Witness' signature: *Claire Harlow*

Name: Claire Harlow
Secretary

Address: Willoughby House
20 Low Pavement
Nottingham
NG1 7EA

COMPANY NUMBER: 4759922

THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS
OF
COLEORTON HALL MANAGEMENT COMPANY LIMITED

We, the undersigned, being or representing the sole member of the Company entitled to receive notice of and to attend and vote at general meetings of the Company pursuant to Section 381A Companies Act 1985 resolve that the following resolutions be duly passed as two written special resolutions of the Company:

SPECIAL RESOLUTION(S)

1. That the objects clause in the Company's Memorandum of Association be amended by the deletion of the existing paragraph 3.1 and insertion of the following in its place:-

"3.1 To acquire any freehold or leasehold interest in the site presently known as "Coleorton Hall" and any land and/or buildings adjacent, adjoining or contiguous to the said site ("**the Estate**") and to hold it for the benefit of the Members of the Company ("**the Property Owners**");

3.2 To develop, manage, deal with and administer the Estate, to provide services, facilities and amenities for the Property Owners in relation to the Estate, to carry out such reconstruction, repairs, maintenance or renovation to the Estate as may be necessary or desirable, to engage and employ workmen, labourers, clerks, builders, surveyors and technical other staff as the Company thinks fit and to enter into contracts for the purposes of carrying out any of these ("**the Objects**")."

2. That the Articles of Association contained in the printed document initialled by the Member be and the same are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all of the existing Articles of Association of the Company.



For and on behalf of JS Bloor
(Services) Limited

..... 5 September 2003
Dated

