We hereby certify that this is a true copy of the original Signed AND MARTIN-KAYE SOLICITORS The Foundry Euston Way Telford Shropshire TF3 4LY

Company number 06776830

#### PRIVATE COMPANY LIMITED BY SHARES

#### WRITTEN RESOLUTION

of

#### **BISHOPS CASTLE ABATTOIR PROJECT LIMITED**

Circulated the

day of April

2009

The undersigned being the sole member of the above named company (the Company) who at the date of this Resolution is entitled to receive notice of and attend and vote at a general meeting of the Company convened for the purpose of considering and passing the Resolution set out below passes the following Resolution which shall pursuant to Section 288 of the Companies Act 2006 be as valid and effective for all purposes as if the same had been duly passed at a general meeting of the Company duly convened and held.

#### Special Resolution

That the draft memorandum and articles of association attached to this resolution be adopted as the memorandum and articles of association of the Company in substitution for, and to the exclusion of, the existing memorandum and articles of association.

# **AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, a person entitled to vote on the Resolution on the day of PPRI 2009 hereby irrevocably agrees to the Resolution:

Signed by STUART HAYNES

Date

TAPRIL ZOO9

SATURDAY

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04/04/2009 COMPANIES HOUSE

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#### NOTES

- 1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - By Hand: delivering the signed copy to Amanda Hunter at The Foundry, Euston Way,
     Telford, Shropshire TF3 4LY.
  - Post: returning the signed copy by post to Amanda Hunter at The Foundry Euston Way, Telford, Shropshire TF3 4LY.

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

- 2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 3. Unless, by the 28<sup>th</sup> day following the date of the letter circulating this Resolution, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
- 4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

NOTE By a Written Resolution dated 1 Ap21 2009the Memorandum and Articles of Association were changed to the following:-

Companies Act 1985 and 1989

**Company Limited By Shares** 

**Company Number** 

# MEMORANDUM & ARTICLES OF ASSOCIATION OF BISHOPS CASTLE ABATTOIR PROJECT LIMITED

Incorporated this

18<sup>th</sup>

day of December

2008

Martin Kaye The Foundry Euston Way Telford Shropshire TF3 4LY

Tel: +44 (0) 1952 272222 Fax: +44 (0) 1952 272223

#### THE COMPANIES ACTS 1985 TO 1989

#### PRIVATE COMPANY LIMITED BY SHARES

#### **MEMORANDUM OF ASSOCIATION OF**

#### BISHOPS CASTLE ABATTOIR PROJECT LIMITED

- 1. The Company's name is **BISHOPS CASTLE ABATTOIR PROJECT LIMITED**.
- 2. The Company's registered office is to be situated in England and Wales.
- 3. (A) The Company's objects are:-
  - (i) To carry on business as a general commercial company; and
  - (ii) any other trade or business which may seem to the Company and its directors to be advantageous and to directly or indirectly enhance all or any of the business of the Company.
  - (B) To take on lease or in part exchange or purchase hire or otherwise acquire and hold for any estate or interest any buildings lands rights privileges concessions patents patent rights licenses secret processes machinery and plant or personal property of any kind deemed convenient or necessary or in connection with the Company's business or any subsidiary thereof.
  - (C) To undertake and secure any part or whole of the business its assets and goodwill of any company firm or person trading or proposing to trade in any activity which the Company is authorised to carry on or propose to carry on and as part of the consideration for such purchase to undertake all or any of the liabilities of such company firm or person or to acquire an interest in combine with or enter into any arrangement for profit sharing or for co-operation or for mutual assistance with any such company firm or person and to accept or give by way of consideration for any of the acts or things aforesaid or property acquired any securities debentures debenture stock or shares that may be agreed upon and to retain and hold or mortgage sell and deal with any securities debentures debentures stock or shares so received.

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- (D) To sell charge mortgage construct repair improve develop exchange let on lease grant privileges options rights and licenses in respect of all or any part of the property of the Company.
- (E) To hold or otherwise deal with any investments made for the Company and as may be necessary and to be determined to invest moneys not immediately required by the Company.
- (F) To grant credit loans or advances on such terms as may be appropriate with or without security to clients and others to enter into indemnity contracts or guarantees and suretyships of all kinds to receive money on loan or deposit or otherwise upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of an obligation by any company firm or person including any parent subsidiary or fellow subsidiary company in such manner as the Company may think fit.
- (G) To raise and borrow money by any method and to secure the payment of any money borrowed raised or owing (included but not in any way to the power to guarantee and to secure the guarantee of the repayment of any money borrowed by any third party) as the Company shall think fit for the purposes of or in connection with the Company's business.
- (H) To issue discount accept draw and negotiate cheques bills of exchange bills of lading warrants debentures promissory notes and other negotiable or transferable instruments.
- (I) To purchase take subscribe for or otherwise obtain and retain shares or other securities or interests in any other company having objects similar or identical to those of the Company or carrying on any businesses capable of being carried on so as to directly or indirectly benefit the Company or increase the value of its property and manage co-ordinate and finance the businesses and operations of any organisation in which the Company holds any such interest.
- (J) To dispose of or sell the entire or any part of the property or business of the Company either in portions or together for such consideration as the Company may think fit especially for securities debentures or share of any company purchasing the same.
- (K) To act as brokers agents or trustees for any company firm or person and to undertake and perform sub-contracts.
- (L) To pay any company firm or person supplying services to the Company either by cash payment or by the allotment to him/her or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be deemed appropriate.
- (M) To assign to the Members of the Company in kind any assets of the Company whatsoever.
- (N) To grant pensions allowances gratuities and bonuses to officers ex-officers employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons to establish and maintain or concur in establishing and maintaining trusts funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid their dependants or connections and

to support or subscribe to any charitable funds or institutions the support of which may in the opinion of the Directors be calculated directly or indirectly to benefit the Company or its employees and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

- (O) To co-ordinate manage finance control or otherwise any company or companies in which the Company has any interest whatsoever to provide consultative managerial administrative technical commercial and services of all kinds for any such company or companies and to make payments by way of subsidy or otherwise and any other arrangements which may be deemed desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (P) To amalgamate with any other company for the purpose of purchasing the whole or any part of the property undertaking or business or any of the liabilities of the Company or of undertaking any business 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.
- (Q) To comply with and be dependent to the provisions (in so far as they are relevant) of Sections 155 to 159 inclusive of the Act and to supply both directly and indirectly any form of financial aid as defined in Section 152 (1) (a) for any reason as defined in Section 151 (1) and / or Section 152 (2) of the said Act.
- (R) To secure the Company to be registered or known in any part of the world.
- (S) 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.
- (T) To do all such other things as are incidental or conducive to the above objects or any of them.

# AND so that:-

- (1) None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each provision and none of such provision shall (except where the context expressly so requires) be in any way limited or restricted by reference to or inference from any other provision 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) The Word "Company" in this Clause except where 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.
- (3) 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 reenactment of that provision for the time being in force.

- 4. The liability of the Members is limited.
- 5. The Company's share capital is £1,000,000 divided into 1,000,000 shares of £1 each.

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

#### NAME AND ADDRESSES

NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER

Stuart Haynes Wisteria Cottage Grimpo West Felton Oswestry Shropshire SY11 4HQ

Signed:-

S J Haynes

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Dated:-

16.12.2008

Witness to the above signatures

Signed:-

S Powers

Dated:-

16.12.2008

Stephanie Powers C/o Martin Kaye Solicitors The Foundry Euston Way Telford Shropshire TF3 4LY NOTE By a Written Resolution dated ( APRI) 2009the Memorandum and Articles of Association were changed to the following:-

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

#### ARTICLES OF ASSOCIATION OF BISHOPS CASTLE ABATTOIR PROJECT LIMITED

#### **PRELIMINARY**

- 1. (A) The Regulations contained in Table A of the Companies (Tables A to F) (amendment) Regulations 1985 (hereinafter referred to as '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 following Articles hereon shall be the Regulations of the Company.
  - (B) Expressions defined in Regulation 1 of Table A shall where the context admits bear in these Articles the meaning so defined.

#### **SHARES**

- 2. (A) Subject to Section 80 of the Act and to the following provisions of the Article (B) below the shares comprised in the authorised share capital with which the Company has been incorporated shall be under the control of the Directors and the Directors shall have power to offer allot grant options over or otherwise dispose of any shares to such persons at such times and generally on such terms and in the manner as they think fit.
  - (B) (i) The Directors are generally and wholly authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital.
    - (ii) The authority to allot relevant securities shall expire on the fifth anniversary of the date of incorporation of the Company. The authority hereby given may at any time (subject to the said Section 80) be renewed varied or revoked by Ordinary resolution of the Company at General Meeting.

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- (iii) Any offer or agreement in respect of relevant securities which is made prior to the expiration of such authority and in all other respects within the terms of such authority shall be authorised to be made notwithstanding that such an offer or agreement would or may require allotment of the relevant securities after the expiration of such authority and accordingly the Directors may at any time allot any relevant securities in pursuance of such an offer of agreement.
- (iv) In accordance with Section 91 (1) of the Act Sections 89 (1) and 90 (1) to
   (6) (inclusive) shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.
- (C) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered and limiting a period (not being less than fourteen days) within which the offer if not accepted will be deemed to be declined. After the expiration of that period those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have within the said period accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit provided that in the case of shares not accepted as aforesaid such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (B) shall have effect subject to Section 80 of the Act.
- In Regulation 8 of Table A the words "not being a fully paid share" shall be omitted. The Company shall have a first and paramount lien on all shares (whether or not it is a fully paid share) standing registered in the name of any person indebted or under liability to the Company (whether he /she be the sole registered holder thereof or one of two or more joint holders) for all moneys presently payable by him / her or his / her estate to the Company. The liability of any Member in default in respect of a call shall be increased by the addition of the words "and all expenses that may have been incurred by the Company by reason of such non-payment" at the end of the first sentence of Clause 18 in Table A.
- 4. Subject to the Provisions of Part V of the Act
  - (A) The Company may purchase any of its own shares provided that the terms of any contract under which the Company will or may become entitled or obliged to purchase its own shares shall be authorised by a Special Resolution of the Company in General Meeting before a contract is entered into.
  - (B) The Company shall be authorised in respect of the redemption or purchase of any of its own shares to give any such financial assistance or to make any such payment out of capital as may be permissible in accordance with the Act provided

that any such assistance or payment shall first be authorised by a Special Resolution of the Company in General Meeting.

#### **GENERAL MEETING AND RESOLUTIONS**

- 5. (A) A notice convening a General Meeting must give information to Members in regard to their right to appoint proxies as stated under Section 372 (3) of the Act; and any notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to both Directors and Auditors for the time being of the Company.
  - (B) No business shall be transacted at any General Meeting unless a quorum is present. Subject to paragraph 5 (E) below 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.
  - (C) If a quorum is not present within half an hour from the time appointed for a General Meeting the Meeting shall stand adjourned to the same day in the next week at the same time and location or to such other day time and location as the Directors may determine; if a quorum is not present at the adjourned General Meeting within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
  - (D) Clause 40 and 41 in Table A shall not apply to the Company.
  - (E) If the Company has only one Member that Member present in person or by proxy or (if that Member is a Corporation) a duly authorised representative shall be a quorum.
- 6. (A) If the Company has only one Member and that Member makes a decision which is required to be taken in General Meeting or by a written resolution that decision shall be as valid and effective as if agreed by the Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 303 and 391 of the Act. Any decisions shall be recorded in writing and delivered by that Member to the Company for entry in the Company's Minute Book.

# DIRECTORS

- 7. (A) Clause 64 in Table A shall not apply to the Company.
  - (B) Unless and until the Company in General Meeting shall otherwise determine there shall be no limitation as to the number of Directors. Whensoever the minimum number of Directors shall be one a sole Director may exercise all the powers and authorities vested in the Directors by Table A and by these Articles. Clause 89 in Table A shall be modified accordingly.
  - (C) The Directors of the Company shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

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- (D) (i) No person shall be appointed a Director at any General Meeting unless either he or she is recommended by the Directors or if not less than fourteen nor more than thirty-five clear days before the General Meeting date 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.
  - (ii) Subject to the above the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director either as an additional Director or to fill a vacant position.
  - (iii) In Regulation 84 of Table A there shall be inserted in the third sentence after the words "shall terminate" the parenthesis (unless the terms of his appointment otherwise provides).
- (E) In the case where as the result of the death of a sole Member of the Company whereon the Company has no Members and no Directors the personal representatives of the deceased Member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in General Meeting pursuant to paragraph (D) (ii) above.
- 8. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge it undertaking property and uncalled capital or any part thereof and subject to Section 80 of the Act issue Debentures Debenture Stock and other securities whether outright or as a security for any debt liability or obligation of the Company or of any third party.
- 9. A Director or any other such person as is mentioned in regulation 65 of Table A may act as an alternate Director to represent more than one Director and an alternate Director shall be entitled at any meetings or committees of the Directors to one vote for every Director whom he/she represents in addition to his/her own vote (if any) as a Director but in relation to determining a quorum he or she shall count as only one.

#### 10. APPOINTMENT OF DIRECTORS

- 10.1 Immediately preceding subscription for the initial shares the board of directors for an initial period of eight months from the date of incorporation (the Initial Period) shall be
  - Malcolm Corfield of Myndtown Hall Farm Bishops Castle, Shropshire SY7 8BL;
  - Matt Mellor of Handless Farm, Asterton, Lydbury North, Shropshire SY7 8BH;
  - John Morris of Lower Spoad Farm, Newcastle upon Clun, Craven Arms, Shropshire, SY7 8PB

and such other persons as they shall deem as appropriate to appoint to the board to serve during the Initial Period.

10.2 Within two months prior to the expiry of the Initial Period the directors shall call a general meeting of the Company to consider and ratify their appointment to the board and to recommend a candidate to be appointed as chief executive officer.

- 10.3 The maximum number of directors shall be unlimited but shall be a minimum of one.
- 10.4 The board or any shareholder who wishes to nominate any other individual as a director must do so within 14 days of service of the notice of the meeting under clause 10.2 and such nomination must be supported by at least two other shareholders and delivered in the form prescribed within the notice of the meeting.
- 10.5 a) At the meeting held in accordance with clause 10.2 a vote shall be taken by private paper ballot firstly as to the appointment of the chief executive officer, secondly as to the chief financial officer, thirdly as to the commercial director and lastly as to the remaining two posts of director.
  - b) In the event that upon each ballot a majority of more than 51% of those in attendance and entitled to vote is not achieved for any candidate or candidates in the case of the two unclassified posts of director, then and in such case the individuals who received less than 25% of the votes shall be withdrawn from the ballot and a second private paper ballot shall be held.
  - c) In the event that upon each second ballot a majority of more than 51% of those in attendance and entitled to vote is not achieved for any candidate or candidates in the case of the two unclassified posts of director, then the process under clause 10.5 b) above shall be repeated until such time as each director post is elected from those nominated with at least 51% vote in favour by those in attendance and entitled to vote.
- 10.6 There shall be no postal or proxy vote allowed.

#### **GRATUITIES AND PENSIONS**

11. The Directors may exercise the authority conferred by Clause 3 (N) of the Memorandum of Association of the Company and are entitled to retain benefits received by them or any of them by reason of the exercise of such authority. Clause 87 in Table A shall not apply to the Company.

### **DIRECTORS INTERESTS**

12. A Director may vote as a Director on any resolutions concerning any contract or arrangement in which he or she has an interest or upon any matter arising thereout and if the said Director shall vote on any such resolution as aforesaid his or her vote shall be counted and the said Director shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration. Clause 94 - 98 (inclusive) of Table A shall not apply to the Company.

#### INDEMNITY

13. Subject to the provisions of Section 310 and in addition to such indemnity as is contained in Regulation 118 of Table A every Director Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him or her in or about the execution and discharge of the duties of his or her office.

#### **COMPANY SEAL**

14. The obligation under Regulation 6 of Table A relating to the sealing of Share Certificates shall only apply if the Company has a seal.

#### 15. TRANSFER OF SHARES

- 15.1 The Directors may in their absolute discretion and without assigning any reason therefor decline to register the transfer of a share whether or not it is a fully paid share and Clause 24 in Table A shall not apply to the Company.
- 15.2 No Shareholder shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share in the Company except as permitted by this agreement or with the prior written consent of the Shareholders.
- 15.3 Except for transfers for which the other Shareholders give their prior written consent, or any transfer, etc. no Shareholder shall transfer any shares unless he transfers all (and not some only) of the shares held by him.
- 15.4 A Shareholder wishing to transfer shares (**Seller**) shall give notice in writing (**Transfer Notice**) to the Company specifying the details of the proposed transfer, including the identity of the proposed buyer(s) and the price for the shares.
- 15.5 Upon receipt of a Transfer Notice the Company shall have an option to purchase the shares at the price in the Transfer Notice and may exercise such option within seven days of the receipt of the Transfer Notice.
- 15.6 In the event the Company does not exercise its option under clause 15.5 then within 14 days of receiving the Transfer Notice the board of directors shall give notice to the other parties (Ongoing Shareholders) specifying the details of the proposed sale (Sale Notice).
- 15.7 Within 10 Business Days of receiving the Sale Notice, the Ongoing Shareholders shall give a notice to the board saying that they wish to purchase shares in the Sale Notice, which the number of ordinary shares held by him bears to the total number of ordinary shares held by the Ongoing Shareholders, at the price specified.
- 15.8 If the Ongoing Shareholders fail to give notice under clause 15.7, or the Company fails to exercise its option under clause 15.5 the Seller is entitled to transfer his shares to the third party buyer identified in the Transfer Notice at a price not less than the price.

# 15.11 Completion of Share Purchase

15.11.1 Completion of the sale and purchase of shares under clause 15.5 and clause 15.7 of this agreement shall take place within 35 Business Days after the day of delivery of the Transfer Notice

#### 15.11.2 At such completion:

- a) the Seller shall deliver, or procure that there is delivered either a duly executed share purchase agreement if the shares are to be purchased under clause 15.5 or, a duly completed share transfer form transferring the legal and beneficial ownership of the relevant shares to the Ongoing Shareholders, if the shares are to be purchased under clause 15.7 together with the relevant share certificates and such other documents as the Ongoing Shareholders may reasonably require to show good title to the shares, or to enable them to be registered as the holders of the shares; and
- b) the Company or the Ongoing Shareholders shall deliver or procure that there is delivered to the Seller a bankers' draft made payable to the Seller or to his order for the purchase price.
- 15.11.3 The shares are sold by the Seller with full title guarantee.
- 15.11.4 If any Ongoing Shareholder fails to pay the purchase price on the due date, without prejudice to any other remedy which the Seller may have, the outstanding balance of the purchase price shall accrue interest at a rate equal to 3% above the base rate of Barclays Bank Plc from time to time.

# 16. ISSUE OF FURTHER SHARES

- 16.1 If the Company wishes to issue further shares, the Shareholders shall procure (so far as is possible in the exercise of their rights and powers) that the Company gives notice to each Shareholder stating the number of shares to be issued and the price of the shares.
- 16.2 Each Shareholder shall have the option, but not the obligation, to subscribe for, at the price stated in the notice, that proportion of the shares proposed to be issued which the number of ordinary shares held by him bears to the total number of ordinary shares in issue at the time the Company gives its notice. Each Shareholder may exercise the option by giving notice to the Company, at any time within 10 Business Days following the Company's notice, accompanied by a banker's draft made payable to the Company in respect of full payment for the shares to be subscribed for.
- Any shares referred to in the Company's notice, in respect of which the Shareholders do not exercise their options, may be issued by the Company in accordance with its notice, provided that any such issue is completed within 120 Business Days after the Company's notice.

# NAME AND ADDRESSES OF SUBSCRIBERS

Stuart Haynes Wisteria Cottage Grimpo West Felton Oswestry Shropshire SY11 4HQ

Signed:-

S J Haynes

Dated:-

16.12.2008

Witness to the above signatures

Signed:-

S Powers

Dated:-

16.12.2008

Stephanie Powers C/o Martin Kaye Solicitors The Foundry Euston Way Telford Shropshire TF3 4LY