

FILE COPY



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

Company No. 5365414

The Registrar of Companies for England and Wales hereby certifies that
339/343 ANLABY ROAD MANAGEMENT COMPANY 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 15th February 2005



N05365414F



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Declaration on application for registration

5365414

Company Name in full

339/343 Anlaby Road Management Company Limited

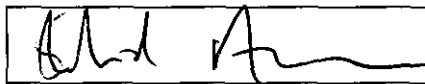
I, Shahid Mahmood Mintoo Azam

of Octagon House, 25-27 Yorkshire Street, Rochdale

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



Declared at

Rochdale in the County of Lancashire

Day Month Year

on

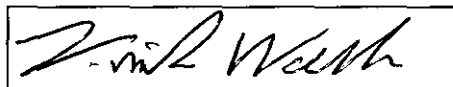
01 02 2003

† Please print name.

before me[†]

KEITH WALKER

Signed



Date

012 February 2003

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

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Molesworths Bright Clegg

Octagon House, 25-27 Yorkshire Street, Rochdale

OL16 1RH

Tel 01706 356666

DX number 22801

DX exchange Rochdale

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

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

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

for companies registered in Scotland

DX 235 Edinburgh

or LP - 4 Edinburgh 2

A23
COMPANIES HOUSE0466
10/02/05

10/03

Please complete in typescript,
or in bold black capitals.

CHFP041

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

Company Name in full

339/343 Anlaby Road Management Company Limited

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

32 Hannerton Road

Post town

Oldham

County / Region

Greater Manchester

Postcode

OL2 8TN

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

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

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DX 235 Edinburgh



Company Secretary (see notes 1-5)

Company name 339/343 Anlaby Road Management Company Limited

NAME *Style / Title

Mr

*Honours etc.

*Voluntary details

Forename(s) David Thomas

Surname Kaberry

Previous forename(s)

Previous surname(s)

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

Address ††

8 Grenfell Road

Didsbury

Post town Manchester

County / Region Greater Manchester

Postcode M20 6TQ

Country England

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

Consent signature

David Thomas

Date 8.2.05

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc.

Forename(s) David Thomas

Surname Kaberry

Previous forename(s)

Previous surname(s)

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

Address ††

8 Grenfell Road

Didsbury

Post town Manchester

County / Region Greater Manchester

Postcode M20 6TQ

Country

Day Month Year

Date of birth

2 | 8 | 0 | 6 | 1 | 9 | 4 | 3

Nationality British

Business occupation

Developer

Other directorships

See attached sheet

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

Consent signature

David Thomas

Date 8.2.05

Please complete in typescript,
or in bold black capitals.

CHFP041

**First directors and secretary and intended situation
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Notes on completion appear on final page

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(PO Box numbers only, are not acceptable)

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Company name 339/343 Anlaby Road Management Company Limited

NAME *Style / Title

Mr

*Honours etc.

*Voluntary details

Forename(s) David Thomas

Surname Kaberry

Previous forename(s)

Previous surname(s)

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Didsbury

Post town Manchester

County / Region Greater Manchester

Postcode M20 6TQ

Country England

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

Consent signature

David Thomas

Date 8.2.05

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

Mr

*Honours etc.

Forename(s) David Thomas

Surname Kaberry

Previous forename(s)

Previous surname(s)

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

Address ††

8 Grenfell Road

Didsbury

Post town Manchester

County / Region Greater Manchester

Postcode M20 6TQ

Country

Day Month Year

Date of birth

2 | 8 | 0 | 6 | 1 | 9 | 4 | 3

Nationality British

Business occupation Developer

Other directorships See attached sheet

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

Consent signature

David Thomas

Date 8.2.05

Directors (continued) (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	Mr	*Honours etc.	
*Voluntary details	Forename(s)	Robert James		
	Surname	Bradley		
	Previous forename(s)			
	Previous surname(s)			
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principle office address.	Address†	6 Maybury Road		
	Post town	Hull		
	County / Region		Postcode	HU9 3LN
	Country			
	Date of birth	Day 1 5 0 4 1 9 4 8	Month 1 9 4 8	Year 1 9 4 8
	Business occupation	ELECTRICAL ENGINEER.		
	Other directorships	None		
	I consent to act as director of the company named on page 1			
	Consent signature	x <i>[Signature]</i> x Date 8.2.05		

This section must be signed by**Either**

an agent on behalf of all subscribers

Signed ^{DK} x *[Signature]* x Date 8.2.05**Or the subscribers**

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

Signed ^{RJD} x *[Signature]* x Date 8.2.05

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

**DIRECTORSHIPS HELD BY
DAVID JAMES KABERRY**

Coulson Electrical Services Limited

Kaberry Home Limited

Kaberry Building Limited

Kaberry Civil Engineering Limited

The Didsbury School Limited

H.B.M. Kaberry Limited

Nice Castle Limited

Acro Laser Company Limited

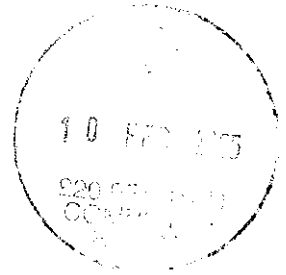
F:\DATA\WORDDOCS\Company\CORINNE\SHAHID\DOCS\KABERRY AEROPLANE GUARANTEE\DIRECTORSHIPS HELD BY DAVID KABERRY.doc

83095

COMPANIES ACT 1985
Private Company limited by Shares
MEMORANDUM OF ASSOCIATION

OF

339/343 Anlaby Road Management Company Limited



023044/20

- 1 The name of the company is 339/343 Anlaby Road Management Company Limited.
- 2 The registered office of the company will be situate in England and Wales.
- 3 The objects for which the company is established are:
 - 3.1 to acquire and hold the Freehold Property known as 339-343 Anlaby Road, Kingston Upon Hull ("the Estate") and to hold the Estate as an investment for the benefit of the Lessees of the properties comprised in it.
 - 3.2 to manage the Estate and to collect the rents and income thereof and supply to the Lessees the services undertaken by the Lessor under the Leases of the Units comprised in the Estate and generally to discharge the duties of the Freeholder of the Property from time to time;
 - 3.3 to manage and administer such Freehold Property as the Company by Special Resolution may determine and any other land, buildings and real Property either on its own account or as Trustee, Nominee or Agent of any other Company or person;
 - 3.4 to acquire and deal with and take Options over the Estate real or personal and any rights or privileges of any kind over or in respect of the Estate and to improve, develop, sell, lease, accept surrender or dispose of or otherwise deal with all or any part of the Estate and any and all rights of the Company;
 - 3.5 to collect all rent, charge and other income and to pay any rates, taxes, charges, duties, levies, assessments or other outgoings charged, assessed or imposed in respect of the Estate.
 - 3.6 to provide services of every description in relation to the Estate and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to the and arrange for the supply to the Estate of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents,



- 3.7 to insure the Estate against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against Public Liability and other risks that it may consider prudent or desirable to insure against;
 - 3.8 to carry on any other trade or business that can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the business of the Company;
 - 3.9 to improve, manage, construct, repair, develop, exchange, let or lease or otherwise mortgage, charge, sell, dispose of, turn into account, grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the Estate and rights of the Company;
 - 3.10 to invest and deal with the monies of the Company not immediately required in such a manner as may from time to time be determined and to hold or otherwise deal with any investments made;
 - 3.11 to lend and advance money or give credit on any terms and with or without security to any person, firm or company;
 - 3.12 to enter into guarantees, contracts of indemnity, and suretyships of all kinds to receive monies 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;
 - 3.13 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 (whether present or future), charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligations or liability it may undertake or that may become binding on it;
 - 3.14 to draw, make accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments.
 - 3.15 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 and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company;
 - 3.16 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.
4. The liability of the members is limited to the amount (if any) unpaid on the shares held by them.

5. The share capital of the company is £50.00 (Fifty Pounds) divided into (25) A ordinary shares of £1.00 each and (25) B ordinary shares of £1.00 each and the voting rights of the holders of all ordinary shares shall be the same and all the ordinary shares shall rank pari passu on a winding up.
6. No person (other than a subscriber to this memorandum) shall be a member of the company unless he is a tenant of one of the properties on the Estate. The terms of this clause shall not be altered.
7. The Company shall not have power to declare or pay any dividend or bonus or make any distribution of any assets to the members except on a winding up provided that nothing in this clause shall prevent the payment of proper remuneration of fees to any person employed by or rendering services to the company nor the payment of interest at a rate not exceeding 10% a year on money lent by a member to the company.

We the subscribers to this memorandum of association wish to be formed into a company pursuant to this memorandum and we agree to take the number of shares shown opposite our respective name.

Names and Addresses
of Subscriber

Number of Shares taken
by subscriber

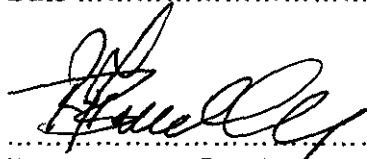
David Thomas Kaberry & Robert James Bradley
8 Grenfell Road
Didsbury
Manchester
Lancashire
M20 6TQ

12 A ordinary Shares
of £1.00 each

12 B Ordinary Shares
of £1.00 each


.....
David Thomas Kaberry

Date 8th Feb 2005





.....
Robert James Bradley

Date 8th Feb 2005

Witness to the above signatures

Signature

Name



CONN HAYES.

51 GREAVE CLOSE
CONSTABLE LEE.
RAWTENSTALL.
BR4 8JT.

COMPANY DIRECTOR.

COMPANIES ACT 1985

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

339/343 Anlaby Road Management Company Limited

1. Preliminary

In these articles:

- 1.1 'Table A' means 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.
- 1.2 'the Estate' means the lands and buildings and real property now and from time to time situate at 339/343 Anlaby Road, Kingston Upon Hull, Hull and any neighbouring land acquired by the Developer or the Company.
- 1.3 'Unit' means a unit of residential accommodation erected upon the Estate and the expression 'the Units' shall have a corresponding meaning;
- 1.4 'a Long Lease' in relation to a Unit means a lease for a term of 999 years from the commencement date of the Long Lease and the expression 'Long Leases' shall have a corresponding meaning.
- 1.5 'Owner' means in relation to a Unit:
 - 1.5.1 the person who is for the time being the tenant of the Unit under a Long Lease; or
 - 1.5.2 in any other case the Developerand the expression 'Owners' shall have a corresponding meaning;
- 1.6 'Change in Ownership' means in relation to a Unit any change in the Owner;
- 1.7 "the Developer" means David Thomas Kaberry and Robert James Bradley, 8 Grenfell Road, Didsbury, Manchester, M20 6TQ.
- 1.8 'Subscribers' Share' means a share in the company that is for the time being held by either:
 - 1.8.1 a subscriber or
 - 1.8.2 the Developer or

1.8.3 a nominee on behalf of a subscriber

1.8.4 and the expression 'Subscribers' Shares' shall have a corresponding meaning;

1.9 'the Operative Date' means the date upon which the Developer ceases to be the registered holder of any B ordinary Shares, or such date as determined by the Developer.

1.10 'Election Meeting' means any meeting of those members of the company who are for the time being the owners of shares that are allocated to Units after the Operative Date has been reached which is a meeting held in accordance with these articles for the purpose either of removing or electing a director;

1.11 except where the context otherwise requires the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.

2. Application of Table A

2.1 The regulations contained in Table A shall except as provided in these

articles and in so far as not inconsistent with the provisions of these articles apply to the company to the exclusion of all other regulations or articles of association.

2.2 References to regulations are to regulations in Table A unless otherwise stated.

3. Share Capital

3.1 The share capital of the company is £50.00 (Fifty Pounds) divided into 25 A Ordinary Shares of £1.00 each and 25 B ordinary Shares of £1.00 each.

3.2 The rights attached to the shares shall not be modified or dealt with except by a special resolution of the company in general meeting.

4. B Ordinary Shares

4.1 Before the Operative Date all B ordinary Shares shall be allotted to the Developer only.

4.2 On the Operative Date one B ordinary Share shall be transferred to the then registered holder of each A ordinary Share. In the event of the Developer not executing an instrument to put into effect that transfer in respect of all or any of the B ordinary Shares the directors may appoint some person as attorney of the Developer for that purpose

5. Rights of Shareholders

5.1 A ORDINARY SHARES

The holders of the A ordinary shares shall not be entitled to receive notice nor to attend or vote at any general meeting of the Company unless the business of the meeting includes the consideration of a resolution for winding up the Company after a reduction in the Capital or any resolution directly or adversely modifying or aggregating any of the special rights and privileges attached to the A ordinary shares (holders of such A ordinary shares shall only be entitled to vote at the relevant meetings as set out above in respect of such Resolution or Resolutions).

5.2 B ORDINARY SHARES

Subject to the provisions contained in article 9 the holders of the B ordinary Shares shall be entitled to the following rights:-

5.2.1 to receive notice of and to attend and address general meetings of the company;

5.2.2 to vote at general meetings of the company

6. Transfer of Shares

6.1 Subject to article 6.3 all shares that have been allocated to a Unit shall be transferred and may only be transferred with a Change in Ownership of the said Unit and to the person who shall upon such Change in Ownership become the Owner of such Unit.

6.2 The price to be paid upon such transfer of a share or shares shall in default of agreement between transferor and transferee be its or their nominal value.

6.3 If there is default in the transfer of a share or shares in accordance with this article the chairman for the time being of the directors or failing him one of the directors duly nominated by resolution of the board for the purpose shall forthwith be deemed to be the duly appointed attorney of the holder of that share or those shares with full power in the holder's name and on his behalf to execute complete and deliver a transfer of that share to the person to whom it should be transferred and the company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder of that share.

7. Allotment of Shares

- 7.1 Shares which are comprised in the authorised Share Capital which the company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Companies Act 1985 and Paragraph 8.1 below) allot, grant, options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit.
- 7.2 If after the Operative Date the Company or the Developer erects any further Units on the Estate subject to a Long Lease then the Company shall allot to the owners of any such units 1 A ordinary Share and 1 B ordinary Share subject to the rights and restrictions contained in these Articles of Association.

8. Restrictions on Shareholders

- 8.1 No share shall be allotted or transferred to or be registered in the name of any person other than a person who is an Owner of a Unit.
- 8.2 Any person holding a share or shares shall only be entitled to the rights attached to that share or those shares during such time or times as he shall be an Owner of the Unit in respect of which such share or shares has or have been allocated by the directors.
- 8.3 No person other than the Developer or a nominee for the Developer shall hold at any one time a greater number of shares in the company than the number of shares allocated to the Units of which that person shall at such time be an Owner.
- 8.4 Any person holding a share as subscriber or other nominee of the Developer shall for the purposes of this article be treated as if he were an Owner of a Unit.

9. Registration of Transfer of Shares

The directors may decline to register the transfer of any share in the company unless and until there shall have been produced to them such evidence as they may require in order to satisfy themselves beyond doubt that the provisions of these articles have been complied with.

10. Directors

- 10.1 Unless otherwise determined by ordinary resolution the minium number or Directors shall be one and the maximum shall not be more than ten directors of the company.
- 10.2 Until the Operative Date the following provisions shall govern the appointment term and conditions of office retirement and removal from office of directors;

- 10.2.1 The said office shall be held by the person or persons from time to time appointed to such office by the Developer.
- 10.2.2 Such persons as above shall (subject however to earlier retirement resignation or removal from office under the provisions contained in these articles or any regulations otherwise applicable to the company) hold office for a term of two years (or as is extended in any case by the provisions of article 10.7) or such shorter term as the Developer shall determine at the date of his appointment.
- 10.2.3 The Developer may in his absolute discretion remove from any person holding office by virtue of this article 10.2
- 10.2.4 Every appointment determination or removal of a director shall be effected by a written notice signed on behalf of the Developer addressed to the company and delivered to the secretary of the registered office and shall take effect from the date of receipt.
- 10.2.5 The provisions contained in article 9 shall be incorporated in this article.
- 10.3 As from the Operative Date the following provisions shall govern the appointment term and conditions of office retirement and removal from office of each director:
 - 10.3.1 The said office shall continue to be held by the persons who are the directors at the Operative Date until such time as the appointment of the first persons to be elected as directors.
 - 10.3.2 Subject to the provisions of article 10.2 the directors shall be such persons as shall from time to time have been elected to that office of an Election Meeting.
 - 10.3.3 The appointment of a person so elected shall take effect from the date of receipt of a written notice to that effect signed by the chairman of the Election Meeting at which such person was elected and delivered to the secretary of the company or to its registered office.
 - 10.3.4 A person so appointed shall (subject however to earlier retirement resignation or removal from office under the provisions contained in these articles and any regulations otherwise applicable to the company) hold office for a term of ten years (or as is extended in any case by the provisions contained in article 10.7) commencing on the date upon which such an appointment shall take effect.

10.3.5 As soon as is practicable after the Operative Date the directors shall convene an Election Meeting for the purpose of electing persons to take office as the directors.

10.3.6 No person shall be eligible for election unless he is at the date of such election both a member of the company and an Owner of a Unit.

10.3.7 Any person appointed to be a director:

10.3.7.1 shall automatically vacate his office upon his ceasing to be either a member or an Owner of a Unit; and

10.3.7.2 may be removed from office by an Election Meeting.

10.3.8 Any person ceasing to hold office as a director shall be eligible for re-election to that office if otherwise qualified to hold the same

10.3.9 The directors may as often as they think necessary convene an Election Meeting and the directors shall on the requisition of members holding at the date of deposit of the requisition not less than one-third of the shares immediately proceed to convene such a meeting.

10.3.9.1 The said requisition must state the object of the meeting and must be signed by the requisitionists and deposited at the registered office of the company.

10.3.9.2 If the directors do not within 21 days from the date of the deposit of the requisition proceed duly to convene a meeting the requisitionists may themselves convene a meeting but any meeting so convened shall not be held after the expiration of three months from the said date.

10.3.9.3 A meeting convened by the requisitionists shall be convened in the same manner as nearly possible as that in which meetings are to be convened by the directors.

10.3.9.4 Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors to convene a meeting shall be repaid to the requisitionists by the company.

10.3.9.5 An Election Meeting shall be called by at least 21 days' notice in writing and shall specify the

place, the day and hour of the meeting provided that an Election Meeting shall notwithstanding that it is called by a shorter notice be deemed to have been duly called if it is so agreed by a majority in number of the members having the right to attend and vote at the meeting being a majority together holding not less than 75% in number of the shares.

10.3.10 Save as otherwise provided in these articles regulations 39-45 inclusive, 46 (as modified by article 12.4 below) 47-63 inclusive, 111, 112 (as modified by article 12.7 below), and 113-116 inclusive of Table A shall apply to Election Meetings as if there were substituted in such regulations for references to meetings or general meetings references to Election Meetings.

10.4 The directors of the company shall have the power at any time to appoint any person to fill a casual vacancy in the office of any director but so that any director so appointed shall hold office only until a person is appointed to that office under the provisions contained in this article.

10.5 Regulations 64 of Table A shall not apply.

10.6 Regulations 73-80 inclusive of Table A shall not apply.

10.7 Any director appointed under these articles to hold office for a fixed term shall notwithstanding the expiration of such term continue to hold office until another director is appointed in his place in accordance with the provisions of these articles.

11 Service Charge Deficit

If the company is not fully reimbursed by the payments received from the tenants under the Long Leases for the cost of performing its obligations in relation to the Estate to require such payments to be made to it by holders of A ordinary Shares as are necessary to make good any deficit. Equal sums shall be demanded from the holder of each A ordinary Share but supplementary demands may be made if any shareholder fails to make the payment demanded. On the subsequent recovery by the company of any sum in excess of the costs incurred by it, the surplus shall be applied first in paying or crediting pro rata any shareholder who under this provision has paid more than any other shareholder until such inequality is eliminated.

12. Amendments to Table A

12.1 In regulation 1 of Table A the words 'and in any articles adopting the same' shall be inserted immediately after the words 'regulations' where it first occurs.

12.2 In regulation 8 of Table A the words ('not being a fully paid share')

shall be omitted.

- 12.3 Regulations 30 and 31 of Table A shall not apply.
- 12.4 In regulation 46 (b) of Table A for the words 'at least two members' there shall be substituted the words 'any member' and regulation 46 (c) and (d) shall not apply.
- 12.5 In regulation 84 of Table A the words 'subject to the provisions contained in Clause 3.7 of the Memorandum of Association' shall be inserted immediately before the words 'the remunerate'.
- 12.6 In regulation 99 of Table A the words 'and subject to the provisions contained in Clause 3.7 of the Memorandum of Association' shall be inserted immediately after the words 'the Act'.
- 12.7 In regulation 112 of Table A the words 'at the Unit of which he shall be an Owner' shall be substituted for the words 'at this registered address' and the last sentence shall be deleted.
- 12.8 Regulations 102-108 inclusive and 110 of Table A shall not apply.

Names and address
of Subscriber

Number of Shares taken
by each Subscriber


David Thomas Kaberry & Robert James Bradley
8 Grenfell Road
Didsbury
Manchester
Lancashire
M20 6TQ

12 A ordinary Shares
of £1.00 each

12 B Ordinary Shares
of £1.00 each


.....
David Thomas Kaberry

Date 8th Feb 2005


.....
Robert James Bradley

Date 8th Feb 2005

COLIN HAYES.


51 GRAVE CLOSE.

CONSTABLE LEE

RAINTENSTALL.

BB4 8JT.

COMPANY DIRECTOR.