

No. of Company 1113961 //

THE COMPANIES ACTS 1948 TO 1967

Declaration of compliance

Pursuant to Section 15(2) of the Companies Act 1948

Name of Company *Speedwell Bavern* Limited*I, *Robert Joseph Harrison* (19)
Welvern *Buxton Road, Buxton, Sheffield*Do solemnly and sincerely declare that I am (see note (a) below) *Secretary*

A person named in the Articles of Association as a Secretary

of *Speedwell Bavern* Limited*

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at *Old House**Demant, Buxton**Sheffield*the *3rd* day of *May*one thousand nine hundred and *73*

before me.

R. L. Allen, J.P.

A Commissioner for Oaths (see note (b) below)

- (a) "a Solicitor of the Supreme Court" (or in Scotland "a Solicitor")
"engaged in the formation", or "a person named in the articles of association as a director", or "a person named in the articles of association as a secretary"

- (b) or Notary Public or Justice of the Peace

* Delete "Limited" if not applicable.

Presented by:

Prescator's reference:



No. of Company

1113961

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Form No. 25



SPEEDWELL CAVERN

LIMITED

STATEMENT of the Nominal Capital, made pursuant to s. 112 of the Stamp Act, 1891. (NOTE. — The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100 — Section 41, Finance Act, 1933.)

This Statement is to be filed with the Memorandum of Association, or other document, when the Company is registered.

The NOMINAL CAPITAL of the above named Company is £ 20,000.

For and on behalf of

Alfred H. Atkins Ltd.

Signature

Director

Description Registering Agent.

Date 3/5/1973

nted for Registration by

PUBLISHED AND SOLD BY

Alfred H. Atkins, Limited

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THE COMPANIES ACTS 1948 TO 1967

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COMPANY LIMITED BY SHARES

Memorandum of Association

- OF -

SPEEDWELL CAVERN LIMITED

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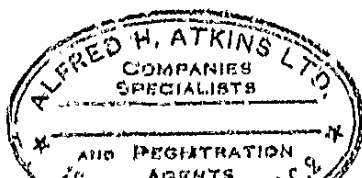
1. The Name of the Company is "SPEEDWELL CAVERN LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The Objects for which the Company is established are:-

(A) To exploit the cavern known as 'SPEEDWELL CAVERN' ~~as a tourist attraction and to undertake any activities or enterprises whatsoever on the property where the cavern is situated;~~ to carry on the shops known as 'Greystones Gift Shop' and 'Tollbar Shop' and to manufacture, buy, sell and generally deal in novelties, fancy goods, ornaments, jewellery and gifts of every and any description.

(B) To trade as landscape and general gardeners; proprietors of parks, recreational grounds, bowling greens, tennis and other courts, golf courses, sports' grounds and other open spaces; amusement caterers, florists, nurserymen, greengrocers and



fruiterers, grocers and provision merchants; refreshment room proprietors and caterers, pastrycooks, confectioners, ice-cream and aerated and other water vendors, licensed victuallers, tobacconists, newsagents, booksellers, printers and stationers, postcard and greetings card publishers, chemists and photographers; ladies', gentlemen's and juvenile clothiers; proprietors of laundries, hairdressing and beauty salon, circulating and other libraries; providers and hirers of automatic machines and the like.

- (C) To carry on business as taxi-cab, motor car, motor coach and general automobile and vehicle proprietors, and to carry on operations as caterers for and organisers of taxi-cab, motor coach and other traffic services, including private motor hire (whether chauffeur driven or on the "drive-yourself" principle); to act as motor-coach and general travel booking tourist agents; furniture removers and warehousemen; receiving and forwarding agents; freight contractors, ship chandlers, stevedores and warehousemen; wharfingers and lightermen, insurance agents and brokers; haulage contractors and general carmen and carriers of passengers, goods, parcels and merchandise by road, rail, water or air.
- (D) To carry on all or any of the following businesses, viz: builders, metal merchants and workers, plumbers, gasfitters, electricians, painters and decorators, glass merchants and glaziers, timber merchants and saw-mill proprietors, carpenters and joiners, ironmongers and hardware merchants, building merchants; to trade with all kinds of electrical, television and radio apparatus and to carry out any installation and maintenance work in regard thereto.
- (E) To undertake, perform and carry out all or any of the functions or operations ordinarily, or which can conveniently or advantageously be performed and carried out by import, export and general merchants, shippers and traders, either on the

Company's own account or otherwise, and/or as overseas and general manufacturers' agents and commission merchants, factors, concessionaires, commercial representatives and salesmen, and generally to transact, carry on and effect all kinds of direct and agency business.

(F) To carry on or manage any other business or trade of a character similar or analogous to any of the businesses or trades hereinbefore mentioned, or any business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above objects or any of them, or calculated directly or indirectly to enhance the value of, or render more profitable, any of the Company's property or rights.

(G) To purchase or otherwise acquire and undertake all or any part of the business, goodwill, assets and liabilities of any person, firm or company carrying on, or proposing to carry on, any of the businesses or trades which this Company is authorised to carry on, or possessed of any property suitable for the purposes of this Company, and as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or company, and to give or accept, by way of consideration for any property acquired, or for any of the acts or things aforesaid, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(H) To purchase, take on lease, underlease, hire or otherwise lawfully acquire, erect, construct, equip, develop, turn to account, utilise, maintain, manage, control, reconstruct, alter and dispose of any works, factories, shops, showrooms, offices, garages, dwelling and other houses and buildings, messuages, hereditaments, easements, plant and machinery, stock-in-trade, fixtures and fittings, also to acquire any freehold or leasehold land,

estates and property whatsoever which may seem directly or indirectly conducive to any of the Company's objects and to contribute to subsidise or otherwise assist or take part in any such transactions as aforesaid.

- (I) To apply for, purchase, or otherwise acquire any patents, brevets d'invention, copyrights, trade marks, designs, brands, recipes, secret processes, licences, concessions and the like, conferring an exclusive or non-exclusive or limited right to use any secret or other information as to any inventions which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, sell or grant licences in respect of, or otherwise turn to account the property, rights and information so acquired.

(L)

- (J) To pay for any freehold, leasehold and other lands, offices, shops, stalls, warehouses, factories, garages, dwelling and other houses and buildings, plant, machinery, fixtures and fittings, business concerns, goodwill, stock-in-trade, book-debts, patents, inventions, trade marks, designs, brands, recipes, secret processes, options, rights or privileges, and other property purchased or acquired by the Company or for services rendered (whether by individuals, firms or companies) either by bills, cash, or in fully or partly paid shares, debentures, bonds or other obligations of the Company, or by two or more of such modes combined. Any contract relating to the issue of fully or partly paid shares shall be filed with the Registrar of Companies within one month from the date of allotment of such shares.

(M)

- (K) To borrow or raise or secure the payment of money in such manner as the Company may think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, or by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, or in like manner to

(N)

secure and guarantee the performance by the Company or by others of any obligation or liability it or they may undertake, or indemnify such others against any obligation or liability undertaken by them, and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(L) To invest and deal with the monies of the Company not immediately required upon such securities including the purchase of freehold and leasehold land and properties in such manner as may from time to time be determined; to receive money on deposit at interest or otherwise, and to lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers, and others having dealings with the Company, and to give guarantees or become surety for such persons and generally to carry on or transact any financial business whatsoever.

(M) To remunerate the employees and servants of the Company and others, out of or in proportion to the returns or profits of the Company, or otherwise as the Company may think fit, and to make donations to such persons, trade protection or other societies or institutions, and in such cases, either in cash or other assets, as the Company may think directly or indirectly conducive to any of its other objects or otherwise expedient; also to enter into and carry into effect any arrangement by which the Company's customers have the privilege of participating in its profits by any means which the Directors from time to time deem expedient.

(N) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, including accounts relating to property, matters or things to the benefit of which the Company may become entitled, 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 debentures, debenture stock or securities of this or any other company.

- (O) To sell or otherwise dispose of the whole or any part of the undertaking, property or assets of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or other securities of any company purchasing the same, and to re-imburse any person, firm or company rendering services to this Company, whether by cash payment, or by the allotment to him or them of shares or securities of the Company, credited as paid up in full, or in part, or otherwise.
- (P) To support and subscribe to any charitable or public objects and any institution, society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any person or persons who may have served the Company, or to the wives, children or other relatives of such persons; to make payment towards insurance, and to form and contribute to provident and benefit funds for the benefit of any person employed by the Company.
- (Q) To remunerate any person, firm or company rendering services of any kind to this Company, whether before or after Incorporation, and either by cash payment or by the allotment to him or them of Shares or securities of the Company, credited as paid up in full or in part or otherwise.
- (R) To amalgamate with, and to hold Shares in any other company having similar objects, or capable of being conducted so as directly or indirectly to benefit this Company; and to enter into partnership, or any joint purse or other arrangements for sharing profits, union of interest or co-operation with any other company, firm or person, carrying on or proposing to carry on, any business within the objects of this Company.

- (S) To promote subsidiary or other companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purposes which may, within the limits of the powers conferred by the provisions of this Memorandum, seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any bonds, debentures or other securities issued by any such company.
- (T) To effect and keep on foot insurance against every kind of risk affecting the property of the Company, and against any injury, damage or loss which may arise or occur or to be occasioned by or through any agents, servants or other persons in the employ of the Company, or acting on their behalf, or by or through any other means whatsoever, and to effect and keep on foot insurances on the life or health of or against accident to, the Company's Directors, servants or agents, and to effect and keep on foot insurances against any risk or liability of any description to which the Company may be or might become in anywise subject.
- (U) To engage and appoint all necessary or desirable managers, experts and specialists, travellers, collectors, agents and other assistants, employees and servants and from time to time, if thought expedient, to remove or suspend any such managers, experts, travellers, assistants, employees and servants as aforesaid and to appoint others in their stead.
- (V) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (W) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures or securities (including also any dividends, interest coupons and the like) of other companies belonging to this

Company or of which this Company may have the power of disposing.

- (X) To apply for, promote and obtain any Act of Parliament, Provisional Order or Licence of the Board of Trade or other Authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (Y) To establish branches, depots and agencies for the purposes of the Company anywhere in the United Kingdom or abroad, and to regulate or discontinue the same.
- (Z) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either alone or in conjunction or co-operation or co-partnership with others; and to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Any it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this clause, except where otherwise expressed in such paragraph, shall be separate and independent objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is TWENTY THOUSAND POUNDS, divided into Twenty thousand Ordinary Shares of One Pound each.

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6. Any of the Shares in the Capital, whether original or increased, may from time to time be issued with any such guarantee or right of preference, whether in respect of dividend or of repayment of Capital, or both, or any such other special privilege or advantage over any Shares previously issued or then about to be issued, or at such a premium or with such deferred rights as compared with any other Shares previously issued or then about to be issued, or subject to any such conditions or provisions and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by Special Resolution determine, but so that any preferential or special rights attached to issued shares shall not be affected or interfered with except in manner provided by Regulation 4 of Part I of Table A in the First Schedule to the Companies Act, 1948.

WE, the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
Robert Joseph Harrison Wolverhampton, Staffordshire Bentley Rd, S30 2WA	One
Daniel Harrison Toll Bar, Wolverhampton Bentley Rd, S30 2WA	One
Kathleen Harrison Wolverhampton, Staffordshire Bentley Rd, S30 2WA	One
Joyce Hilda Harrison Toll Bar, Wolverhampton, Staffordshire Bentley Rd, S30 2WA	One

WITNESSES to the above Signatures:-
 DATED the 3rd day of May 1973

James H. Harrison, Chartered Accountant.
 Richard Harrison, 112, Kingfield Rd,
 Staffs, S11 9AT.

1113961 /4

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

Articles of Association

- OF -

SPEEDWELL CAVERN LIMITED

PRELIMINARY

1. Such of the Regulations contained in Part I of Table A in the First Schedule to "The Companies Act, 1948" (hereinafter referred to as "Part I of Table A"), as are incorporated in Part II of the said Table A (hereinafter referred to as "Part II of Table A") together with the Regulations contained in Part II of Table A, shall apply to the Company, subject as hereinafter provided, or save in so far as the same are modified, superseded or supplemented by the clauses hereinafter contained.

2. The business of the Company may be commenced as soon after the Incorporation of the Company as the Directors shall think fit, and notwithstanding that part only of the Shares may have been allotted.

"PRIVATE COMPANY" RESTRICTIONS

3. The Company shall be carried on as a Private Company within the meaning of Section 28 of the Companies Act, 1948, and accordingly:-



- (A) The number of Members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company were, while in that employment and have continued after the determination of that employment, to be Members of the Company) is hereby limited to fifty; provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly they shall be treated as a single Member.
- (B) The Company shall not issue any invitation to the public to subscribe for any of its Shares or Debentures or Debenture Stock.
- (C) The transfer of Shares in the Company shall be restricted in accordance with the provisions hereinafter appearing.

SHARES

4. Subject to any Agreement or Agreements relative to the issue of Shares on special conditions, and to the last preceding clause hereof, the Shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms and conditions and at such times as they may think fit, but not at a discount, except as allowed by Section 57 of the Companies Act, 1948. As regards all allotments, the Directors shall comply with Section 52 of the Companies Act, 1948.

5. If shall be lawful for the Company (subject to compliance with Section 53 of the Companies Act, 1948, as to disclosure) to pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares of the Company to any amount not exceeding Ten per cent. of the price at which the Shares are issued.

6. Subject to the provisions of Section 58 of the Companies Act, 1948, any Preference Shares may, with the sanction of a Special Resolution be issued on the terms that they are or at the option of the Company are liable to be redeemed. Regulation 3 of Part I of Table A shall not apply.

LIEN

7. In Regulation 11 of Part I of Table A, the words "(not being a fully paid Share)" and the words "(other than fully paid Shares)" shall be deleted.

TRANSFER AND TRANSMISSION OF SHARES

8. Except that a Share may be transferred by a Member to any relation of such Member (by birth or marriage), approved by the Directors, and save where a transfer to a Member would result in the number of Members being reduced below the minimum allowed by Statute, no Share shall be transferred to a person who is not already a Member so long as any Member (or any person deemed by the Directors as advisable to admit to membership in order to maintain the statutory minimum), is willing to purchase the same at the fair value and any person proposing to transfer a Share or Shares (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Directors that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his Agent for the sale of the Share or Shares. The transfer notice shall not be revocable except with the sanction of the Directors.

9. If the Company shall within the space of thirty days after being served with the transfer notice, find a Member, or other person selected by the Directors for admission to membership, as aforesaid, willing to purchase the Share or Shares (hereinafter referred to as the "purchasing Member"), and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, ascertained in accordance with the provisions of clauses 8 and 10 hereof, to transfer the Share or Shares to the purchasing Member.

10. In case any difference shall arise between the proposing transferor and the purchasing Member as to the fair value of a Share, the fair value shall be such sum as the Auditor for the time being of the Company shall certify in writing as in his opinion is the fair value of a Share, and the Auditor shall be bound so to certify on the application of the proposing transferor or purchasing Member; and in so certifying, the Auditor shall be deemed to be acting as an expert and not as an Arbitrator and accordingly the Arbitration Act, 1950, shall not apply.

11. If the Company shall not, within the space of thirty days after being served with the transfer notice, find a Member, or other person selected by the Directors as aforesaid, willing to purchase the Share or Shares the proposing transferor shall, subject to the provisions of Regulation 3 of Part II of Table A, be at liberty for a period not exceeding two calendar months, to sell and transfer the Share or Shares (or those not placed) to any person at a price not less than that which he may have fixed as the fair value in the transfer notice.

12. Before passing any transfer under these transfer clauses, the Directors may require the Transferor and the Transferee respectively to make statutory declarations that the consideration mentioned in the transfer is the true consideration paid to the transferor for the transfer of the Shares and is not subject to any deduction or rebate. When the proposing transferor cannot find a purchaser at the price specified in the transfer notice, he may give a fresh notice specifying a reduced price.

13. The second paragraph of Regulation 32 of Part I of Table A (being the proviso thereto) shall be omitted.

GENERAL MEETINGS AND PROCEEDINGS THEREAT

14. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Company in General Meeting may determine, or, failing such determination, as the Directors shall appoint. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings. Regulations 47 and 48 of Part I of Table A shall not apply.

15. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to

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business; and (save as provided by Regulation 54 of Part I of Table A) such quorum shall be two Members personally present and holding, or representing by proxy, at least one-tenth of the Share Capital of the Company for the time being issued, and Regulation 4 of Part II of Table A shall not apply.

16. Regulation 58 of Part I of Table A shall apply with the substitution in sub-paragraphs (c) and (d) of the first paragraph thereof respectively of the words "one-fifteenth" for the words "one-tenth", and as if the words "or not carried by a particular majority" were inserted immediately after the word "lost" in the penultimate paragraph of the said Regulation.

17. Subject to any special rights or restrictions as regards voting for the time being attached to any class or classes of Shares, on a show of hands, every Member present in person shall have one vote only, and on a poll every Member present in person or by proxy shall be entitled to one vote for every Ordinary Share held by him upon which there are no calls in arrear.

DIRECTORS

18. Throughout these clauses words importing the masculine gender only shall also include the feminine gender. The number of Directors shall not be less than two nor more than seven, (one or more of whom may be termed "Managing Director" or "Joint Managing Directors". A Director may also occupy any other office (except that of Auditor) in or under the Company.

19. The persons hereinafter named shall be the first Directors of the Company, viz.: MR. ROBERT JOSEPH HARRISON, MRS. KATHLEEN HARRISON, MR. DAVID HARRISON and MRS. JOYCE HELEN HARRISON, and such first Directors shall have power, whilst holding office and provided they all concur, to appoint any other person or persons to be additional Directors, conditional that the total number of Directors does not at any time exceed the maximum specified in the preceding clause. Until otherwise determined by the Directors, two Directors shall form a quorum for a Board Meeting.

20. Until otherwise determined by the Company in General Meeting it shall not be essential for a Director to be a Shareholder of the Company.

21. No person shall be disqualified from being appointed or elected as a Director and no Director shall be required to vacate his office by reason only of his attaining or having attained the age of 70 years or any other age.

22. The Directors may, at their discretion (but subject to the provisions of any contract), appoint, remove or suspend and re-appoint such managers, experts and specialists, travellers, collectors, agents and other assistants and employees for permanent, temporary or other services as they may from time to time think fit, and may determine their duties and fix their salaries and emoluments and require security in such instances and to such amount as they think fit.

23. Regulation 88 of Part I of Table A shall not apply to the Company. The office of Director shall ipso facto be vacated:-

- (i) If he becomes of unsound mind.
- (ii) If he becomes bankrupt, or suspends payment, or files a petition in bankruptcy, or compounds with his creditors.
- (iii) If he absents himself from Board Meetings of the Company for a period of four consecutive months without the special leave of his co-Directors, and they pass a Resolution confirming his exclusion from the Board by reason of such absence.
- (iv) If he is convicted of an indictable offence other than an offence under The Road Traffic Acts.
- (v) If, by reason of an order made under Section 188 of the Companies Act, 1948, he is prohibited from being a Director.
- (vi) If, after giving to the Company one month's notice at least (in writing), he resigns his office.

24. Any Director shall have full and free power to trade with the Company, and the Company shall have the like power to trade with any Director, and accordingly any Director may enter into contracts or other arrangements with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement or dealing is first taken into consideration, the nature and extent of his interest therein, or, if such interest be subsequently acquired, that he discloses to the Board, at the next meeting of the Directors held after he became so interested, the fact that he has acquired such interest, or shall otherwise have complied with Section 199 of the Companies Act, 1948. A Director shall be at liberty to vote in respect of any such contract, arrangement or dealing in which he is interested or upon any matter arising thereout.

25. A resolution in writing, signed by all the Directors, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted.

26. Subject to the terms of any Agreement between them and the Company, the Directors shall be paid out of the funds of the Company, by way of remuneration for their services, such sums as the Company, in General Meeting, may from time to time prescribe, and such remunerations shall (unless otherwise directed by the Resolution by which it is voted) be divided among them in such proportions and manner as the Directors themselves determine and in default of determination equally. Furthermore, the Directors shall, subject to the sanction of the Board, be entitled to be paid all their reasonable travelling, hotel and other expenses properly and necessarily incurred by them in attending and returning from Meetings of the Directors or General Meetings of the Company and in and about the business of the Company; and if any of the Directors shall be required to perform extra services or go abroad, or to reside at some distant place or shall otherwise be specially occupied about the Company's business they shall, subject as aforesaid (unless otherwise arranged with them), be entitled to receive an extra remuneration to be fixed by the Company in General Meeting.

27. Without prejudice to the powers contained in Regulation 80 of Part I of Table A, the Directors may and are hereby empowered on behalf of the Company to make, do and execute all such acts, deeds, matters and things as they may consider requisite, necessary or expedient for carrying out or effectuating all or any of the objects of the Company as specified or referred to in the Memorandum of Association; and may subscribe, devote and apply any of the funds of the Company in or for or towards any purpose which they may consider conducive, directly or indirectly, to the interest of the Company or of its property, and without any provision or stipulation for the repayment of any sum or sums so subscribed, devoted or applied or any other consideration for the same, and also for the purpose of or in connection with all or any of the above-mentioned objects may pay the cost or subscribe towards the cost of, or otherwise aid or concur in obtaining or endeavouring to obtain, statutory or other powers, either for the Company or for any other company or person.

MANAGING DIRECTOR

28. The before-named MR. ROBERT JOSEPH HARRISON and MR. DAVID HARRISON shall be the first Joint Managing Directors of the Company, each of whom shall, subject to the terms of any Agreement between him and the Company, and subject also to Regulation 96 Part I of Table A, and to clause 23 hereof, be entitled to retain such office until he resigns, or the Directors by Resolution in Board Meeting otherwise determine.

29. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they think fit, and, subject to the terms of any contract, or of a Resolution of a General Meeting of the Company, may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally, with or to the exclusion of, or in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

30. The remuneration of a Managing Director shall, subject to the terms of any Agreement between him and the Company, be fixed either by the Directors or by the Company in General Meeting as the Managing Director shall himself elect, and may be by salary or by commission, or participation in profits, or by all or any of these modes combined and may be either in addition to or in substitution for any remuneration to which he may be entitled under clause 26 hereof.

31. A Managing Director shall not, whilst he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the conditions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause he shall immediately cease to be a Managing Director.

BORROWING POWERS

32. The Directors may from time to time, at their discretion, raise or borrow any sum or sums of money for the purposes of the Company, and may secure the payment of such moneys in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the creation of mortgages or by the issue of debentures or debenture stock of the Company charged upon all or any part of the present or future property and assets of the Company, including its uncalled or unissued Capital, and Regulation 79 of Part I of Table A shall not apply to the Company. If at any time the Company shall redeem any of its Debentures previously issued, the Directors may, on behalf of the Company keep any such redeemed Debentures alive and may re-issue the same, or any of them, in any manner sanctioned by Section 90 of the Companies Act, 1948.

MISCELLANEOUS

33. Any Resolution signed by all the Members for the time being of the Company entitled to vote, shall be as valid and effectual as a Resolution

shall be as valid and effectual as a Resolution passed in the ordinary manner by the Members assembled in General Meeting, but this clause shall not apply to a resolution in respect of any matter which, by the Acts or these presents, ought to be dealt with by Resolution passed by the Members assembled in General Meeting. Regulation 5 of Part II of Table A shall not apply.

34. If any Member has no registered address in the United Kingdom and has failed to furnish the Company with an address within the United Kingdom to which notices may be sent, the Company shall not be under any obligation to deliver notices to him.

35. No Member shall be entitled to require discovery of or any information respecting any details of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the Company, and which in the opinion of the Directors, it will be inexpedient in the interest of the Members of the Company to communicate to the public.

36. The Seal of the Company shall not be affixed to any instrument except by the express authority of a Resolution of the Board of Directors and in the presence of at least one Director and such Director shall affix his signature to every document so sealed and the same shall be attested by the Secretary or some other person duly appointed by the Directors to act as the Secretary's deputy.

37. The before-named ROBERT JOSEPH HARRISON shall be the first Secretary of the Company and he shall, subject to the terms of any Agreement between him and the Company, be entitled to retain such office until he resigns, or the Directors by Resolution in Board Meeting otherwise determine.

38. The Auditors of the Company shall be appointed and their duties regulated in accordance with Sections 159 to 161, inclusive, of the Companies Act, 1948 and Section 14 of the Companies Act, 1967.

WINDING UP

39. If the Company shall be wound up, and all its debts and liabilities, and also the costs of

liquidation, shall have been duly paid, the surplus assets (if any) available for distribution among the Members, as such, shall, subject as hereinafter provided, be applied first, in repaying to holders of Preference Shares (if any) the amount paid up, or credited as paid up, on such Preference Shares respectively; secondly, in repaying to the holders of Ordinary Shares the amount paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively, irrespective of class, all being deemed to be Ordinary. Provided always, that the provisions hereof are to be without prejudice to the rights of the holders of Shares (if any) issued upon special terms and conditions, whether pursuant to the Company's Memorandum of Association or otherwise.

40. In Regulation 135 of Part I of Table A, the words "with the like sanction" shall be deemed to be inserted immediately before the word "determine" and the word "Members" shall be substituted for the word "Contributories".

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Robert Joseph Harrison *Superintendent*
Wolverhampton, Bantons Rd, Bantons, Huddersfield. 530 2 WD

David Harrison *Superintendent*
Toll Bar, Barn H, Bantons, Huddersfield. 530.2 WD.

Nathleen Harrison *Manageress*
Wolverhampton, Bantons Rd, Bantons, Huddersfield. 530.2 WA.

Joyce Helen Harrison *Manageress*
Toll Bar, Barn H, Bantons, Huddersfield. 530.2 WD.

DATED the 3rd day of May, 1973
WITNESS to the above Signatures:-

James H. Harrison, District Clerk,
Huddersfield,
142, Kingfield Rd,
Huddersfield, S11 9AV.



CERTIFICATE OF INCORPORATION

No. 1113961

I hereby certify that

SPEEDWELL CAVERN LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the 16th May 1973

A handwritten signature in dark ink, appearing to read 'N. Taylor'.

(N. TAYLOR)
Assistant Registrar of Companies