



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

Company No. 4018168

The Registrar of Companies for England and Wales hereby certifies that  
BRIDE AND HOME 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 20th June 2000



\*N04018168F\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES





Companies House

— for the record —

Please complete in typescript,  
or in bold black capitals.

CHFP000

12

## Declaration on application for registration

Company Name in full

BRIDE AND HOME LIMITED

I,

STEVEN JOHN LEEMING

of

30 PLYMOUTH DRIVE BRAMHALL STOCKPORT

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † ~~Solicitor engaged in the formation of the company~~ [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

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

Declarant's signature

*[Handwritten signature]*

Declared at

MANCHESTER

Day Month Year

On

1 3 0 6 2 0 0 0

• Please print name.

before me •

Melanie Johnson

Signed

*[Handwritten signature]*

Date

13/6/00

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

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

STEVEN JOHN ASSOCIATES, 30 PLYMOUTH DRIVE

BRAMHALL, STOCKPORT, CHESHIRE, SK7 2JB.

Tel 0161 - 439 - 8740.

DX number

DX exchange

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

Companies House, Crown Way, Cardiff, CF4 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



A29  
COMPANIES HOUSE

0483  
15/06/00

Form revised June 1998



Companies House

— for the record —

10

Please complete in typescript,  
or in bold black capitals.

CHFP000

Notes on completion appear on final page

**First directors and secretary and intended situation of  
registered office**

**Company Name in full**

BRIDE AND HOME LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

15 HALL CLOSE

TYTHERINGTON

Post town

MACCLESFIELD

County / Region

CHESHIRE

Postcode

SK10 2HH

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

STEVEN JOHN LEEMING

Address

30 PLYMOUTH DRIVE

BRAMHALL

Post town

STOCKPORT

County / Region

CHESHIRE

Postcode

SK7 2JB

Number of continuation sheets attached

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

MR. S.J. LEEMING, 30 PLYMOUTH DRIVE, BRAMHALL,  
STOCKPORT, CHESHIRE.

SK7 2JB

Tel 0161 439 8740

DX number

DX exchange



A29  
COMPANIES HOUSE

0484  
15/06/00

Form revised July 1998

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or

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

for companies registered in Scotland

**DX 235 Edinburgh**

**Company Secretary** (see notes 1-5)

Company name

BRIDE AND HOME LIMITED

NAME \*Style / Title

MR

\*Honours etc

ACIS

\* Voluntary details

Forename(s)

STEVEN JOHN

Surname

LEEMING

Previous forename(s)

Previous surname(s)

Address

30 PLYMOUTH DRIVE

**Usual residential address**

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

BRAMHALL

Post town

STOCKPORT

County / Region

CHESHIRE

Postcode

SK7 2JB

Country

ENGLAND

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

Consent signature

Date

13.6.2000

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

MR.

\*Honours etc

Forename(s)

KEVIN PAUL

Surname

QUARTERMAINE

Previous forename(s)

Previous surname(s)

Address

15 HALL CLOSE

**Usual residential address**

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

TYTHERINGTON

Post town

MACCLESFIELD

County / Region

CHESHIRE.

Postcode

SK10 2HH

Country

ENGLAND

Day Month Year

Date of birth

25 01 1956

Nationality

BRITISH

Business occupation

BUSINESS MANAGER.

Other directorships

Manchester Bride & Home Ltd. Cheshire Bride & Home Ltd.  
The Guild of Wedding Professionals Ltd.  
Wedding Link Ltd.; Table Plans by Design Ltd.; Trek the Web Ltd.  
Preston and District Council

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

Consent signature

Date

13.6.2000

**Directors,** (continued) (see notes 1-5)

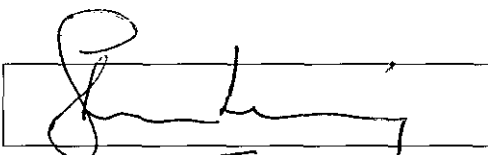
<b>NAME</b>	<b>*Style / Title</b>	<input type="text"/>	<b>*Honours etc</b>	<input type="text"/>						
<small>* Voluntary details</small>	<b>Forename(s)</b>	<input type="text"/>								
	<b>Surname</b>	<input type="text"/>								
	<b>Previous forename(s)</b>	<input type="text"/>								
	<b>Previous surname(s)</b>	<input type="text"/>								
	<b>Address</b>	<input type="text"/>								
<b>Usual residential address</b>		<input type="text"/>								
<small>For a corporation, give the registered or principal office address.</small>	<b>Post town</b>	<input type="text"/>								
	<b>County / Region</b>	<input type="text"/>	<b>Postcode</b>	<input type="text"/>						
	<b>Country</b>	<input type="text"/>								
	<b>Date of birth</b>	<table border="1"><tr><td>Day</td><td>Month</td><td>Year</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	Day	Month	Year	<input type="text"/>	<input type="text"/>	<input type="text"/>	<b>Nationality</b>	<input type="text"/>
Day	Month	Year								
<input type="text"/>	<input type="text"/>	<input type="text"/>								
	<b>Business occupation</b>	<input type="text"/>								
	<b>Other directorships</b>	<input type="text"/>								
		<input type="text"/>								
	I consent to act as director of the company named on page 1									
	<b>Consent signature</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>						

**This section must be signed by**

***Either***

**an agent on behalf  
of all subscribers**

**Signed**



**Date**

13.6.2000

**Or the subscribers**

**Signed**

**Date**

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

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

**Signed**

**Date**

## Notes

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

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

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

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

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

Address:

Give the usual residential address.

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

Subscribers:

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

2. Directors known by another description:

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

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

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

- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return, or
- another wholly owned subsidiary of the same parent company.

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

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

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THE COMPANIES ACT 1985 & 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

Of

BRIDE AND HOME LIMITED

074906



1. The Company's name is "Bride and Home Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are :-
  - (i) The object of the Company is to carry on business as a general commercial company.
  - (ii) Without prejudice to the generality of the object and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:-
    - A) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried out on in connection with or ancillary to the other objects of the Company.
    - B) To purchase, sell, exchange, improve, rent, let on lease, hire, surrender, license, accept surrenders of and otherwise acquire, deal with and hold any estate or interest in any lands, buildings, easement, rights, privileges, or other property, chattels, and effects or any interest or right in relation thereto.
    - C) To erect, pull down, repair, alter, develop, construct, lay down, enlarge, maintain or otherwise deal with any buildings, factories, stores, shops, plant and machinery, roads, railways, tramways, sidings, bridges, reservoirs, and works necessary or convenient for the Company's business and to contribute to the performance of the above.
    - D) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which the company is authorised to carry on or possesses property of any description suitable to the purpose of the Company, and to pay cash or to issue shares, stocks, debentures, or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
    - E) To apply for, purchase or otherwise acquire and hold or deal in any manner with patents, licences, concessions, secret processes or other property which may seem to the Company capable of being dealt with by or to be beneficial or convenient to the pursuit of any trade or business of the Company and to grant rights and interests thereout.



F) To sell, improve, let, licence, develop, manage, turn to account, exchange, grant royalty, share of profits or otherwise, grant easement and other rights in and over and in any other manner deal with or dispose of the undertaking or any part thereof and all or any of the property and assets for the time being of the Company on such terms and for such consideration as the Company may approve.

G) To invest and deal with the moneys of the company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may from time to time be determined.

H) To lend money to any person, firm or company upon such terms and with or without security and subject to such conditions as may from time to time be determined.

I) To give all kinds of indemnities either with or without the Company receiving any consideration or advantage and to guarantee the payment of the capital or principal (together with any premium) of any debentures, debenture stock, bonds, mortgages, charges, obligations, dividends, securities, moneys or shares or interest thereon, or the performance of any contracts engagements of any person, firm or company.

J) To borrow or raise or secure the payment of money in such manner as shall from time to time be determined for the purposes of or in connection with the Company's trade or business and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's undertaking or property and by reissuing any debentures at any time paid off, and by becoming a member of any building society.

K) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either, permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

L) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons, firms, or companies having dealings with the Company is interested whether directly or indirectly.

M) To pay for any property or rights of any description acquired by the Company either in cash, by instalments, or otherwise, or fully or partly paid-up shares, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly, in one way and partly in another, and generally on such terms as the Company may determine.



N) To accept payment for any property or rights of any description sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or debenture stock, mortgages, or other securities of any company or companies, or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

O) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable instruments.

P) To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debenture stock, or other interest in or obligations of any other company or corporation.

Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities, and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on.

R) To establish or promote or join or assist in establishing or promoting any other company or companies for the purpose of acquiring all or any of the assets and liabilities of the Company or for any other purpose the promotion of which shall be in a manner calculated or appear to the Company to advance directly or indirectly the objects or interests of the Company.

S) To amalgamate with any other company or companies whose objects are or include objects similar to those of the Company or any of them, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company or companies aforesaid, with or without winding up by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of the or any such other company as aforesaid, or by partnership, or in any other manner.

T) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any person, firm or company whose objects are or include objects similar to those of the Company or any of them.

U) To establish, support and maintain and to aid and procure the establishment, support and maintenance of any non-contributory or contributory pension or superannuation funds or other trusts or funds calculated to benefit, give or procure the giving of donations, gratuities, pensions, allowances, or enrolments to any persons who are or were at any time employed by or in the service of the Company (including any Director holding a salaried office or employment in the Company) or of any other company which is for the time being the Company's holding company, or a subsidiary of the Company (as defined by s.736 of the Companies Act 1985) or the families and dependants of such persons, and subsidise or subscribe to any institution, association, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other companies or persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid.

V) To subscribe or guarantee money for or organise, assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may appear to further, whether directly or indirectly, the objects of the Company or the interests of its members or employees.

W) To pay out of the funds of the Company all costs and expenses of and incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission, and to remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

X) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their families, dependants and connections.

Y) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company.

Z) To do all or any of the things authorised by this Memorandum in any part of the world, and either as principals or as agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either by or through agents, trustees sub-contractors or otherwise.

AA) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company, and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

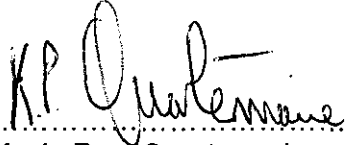
4. The liability of the members is limited.

5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.

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

Name and Address of Subscriber

Number of Shares Taken

  
.....  
Kevin Paul Quartermaine  
15 Hall Close  
Tytherington  
Macclesfield  
Cheshire  
SK10 2HH


One

Total shares taken

One

Dated : 13 . 6 . 2000 .

Witness to the above Signature:-

  
.....  
Marion Leeming  
28 Geneva Road  
Bramhall  
Stockport  
Cheshire  
SK7 3HT

**THE COMPANIES ACT 1985 & 1989**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**Of**

**BRIDE AND HOME LIMITED**

**PRELIMINARY**

1.1. The regulations contained in table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the company save insofar as they are excluded or varied hereby, and such Regulations save as so excluded or varied together with the Articles hereinafter contained shall be the Articles of Association of the Company.

1.2. The following Regulations of Table A shall not apply to the Company, namely Regulations 3, 24, 46, 48, 64, 67, 73, 74, 75, 80, 94, 95, 96, 97.

**INTERPRETATION**

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

**PRIVATE COMPANY**

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

4.1. All unissued shares of the Company, whether forming part of the original or any increased capital shall be under the control of the directors who may allot, grant options over, offer or otherwise deal with or dispose of them to such persons including the Directors of the Company, at such times and on such terms and generally in such manner as they think fit ;

4.2. The Directors are hereby generally and unconditionally authorised to exercise the powers of the Company to allot relevant securities as defined in Section 80 of the Act and are empowered to make offers or agreements which would or might require relevant securities as so defined to be allotted after the expiry of such authority ;

4.3. Unless and until the authority conferred by (2) above is revoked, renewed or varied,

- a) the maximum amount of relevant securities as so defined that may be allotted under such authority shall be the amount of unissued relevant securities in the capital of the Company at the date of incorporation of the Company.
- b) such authority shall expire on the fifth anniversary of the date of incorporation of the Company

#### REDEMPTION OF SHARES

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

#### LIEN

6. The lien conferred by Regulation 8 of Table A shall also attach to :

- a) fully paid shares ;
- b) all shares whether fully paid or not standing registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

#### TRANSFER OF SHARES

7. The transferor shall be deemed to remain a holder of any shares which have been or are to be transferred until the name of the transferee is entered in the register of members in respect thereof.

8. The directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of any share, whether or not it is fully paid.

9.1. A member (referred to in this Article as "the Transferor") desiring to transfer share otherwise than to another member shall give notice in writing of such intention to the Directors of the Company giving particulars of the share in question (referred to in this Article as "the transfer notice") ;

9.2. The Transfer notice shall constitute the Directors as agents of the transferor for the sale of the shares included in the transfer notice at the prescribed price (as hereinafter defined) and on the terms hereinafter set out ;

9.3. The prescribed price shall be such price per share as shall be agreed between the transferor and the Directors or in default of agreement as shall be fixed by the Auditors for the time being of the Company as fair value thereof; and the cost of the said valuation by the Auditors shall be borne by the Company ;

9.4. The Directors shall offer the shares included in the transfer notice to the members of the Company (other than the transferor) at the prescribed price, and such offer shall be expressed to be open for acceptance for a period of not more than twenty-eight days ;

9.5. In the event of competition the shares so offered shall be sold to the members accepting the offer in such proportions (or as nearly as may and without increasing the number sold to a member beyond the number applied for by him) as their existing holdings bear to the issued share capital of the Company ;

9.6. The transferor shall be bound upon receipt of the prescribed price to transfer to each member who has accepted the said offer such number of shares included in the transfer notice as such member shall have so accepted ;

9.7. Where a transferor fails or refuses so to transfer any shares within twenty-eight days after having become so bound so to do the Directors may authorise some person to execute on behalf of and as attorney for the transferor any necessary transfers and may receive the purchase money therefor in trust for the transferor; and in any such case the receipt of the Company shall be a good discharge to the purchaser who shall not be bound to see to the application thereof ;

9.8. If, at the expiry of the time prescribed for the acceptance of offers under 9.4. above, any shares included in the transfer notice have not been accepted for purchase by the members or any of them on the terms set out in 9.4. to 9.7. above inclusive, the transferor shall be at liberty to dispose of so many of such shares as have not been so accepted for purchase in any manner he may think fit within three months from the expiry of the said time prescribed under 9.4. above.

#### PROCEEDINGS AT GENERAL MEETINGS

10.1. If and so long as the Company shall have one member only, the quorum prescribed by Regulation 40 of Table A shall be deemed to be that member present in person or by proxy or by a duly authorised representative.

10.2. If at a meeting adjourned under Regulation 41 of Table A a quorum is not present within half an hour of the time appointed for the meeting one person entitled under Regulation 40 of Table A to be counted in a quorum present at the meeting shall be a quorum.

11.1. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.

11.2. A poll may be demanded :

- a) by the Chairman; or
- b) by a member (present in person or by proxy) having the right to attend and vote at the meeting; or
- c) by duly authorised representative of a corporation.

11.3. The demand for a poll may, before the poll is taken, be withdrawn.

11.4. A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.

12. A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a special resolution or an extraordinary resolution shall have effect accordingly.

### VOTES OF MEMBERS

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

14.1. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

- a) be deposited at the office or at such other place within the United Kingdom and at such time as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting; or
- b) notwithstanding any provision to the contrary in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, be deposited with the Chairman 30 minutes before the commencement of the meeting or adjourned meeting and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

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

## NUMBER OF DIRECTORS

15.1. The number of Directors shall not be more than seven but need not exceed one.

15.2. If so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles and by Table A.

## ALTERNATE DIRECTORS

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

## POWERS OF DIRECTORS

17. In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertakings and property of the Company including the uncalled capital or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.

## PROCEEDINGS OF DIRECTORS

18. In Regulations 64 and 89 of Table A the word "one" shall be substituted in the place of the word "two" in its application to the Company.

19. For the purposes of Regulation 93 of Table A, the consent of a Director or an alternate Director to a resolution may also be given by giving notice of his approval to the Company by letter, telex, cable or other similar means.

## INDEMNITY

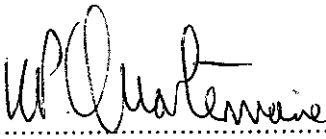
20. In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act, every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him as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



Name and Address of Subscriber

Signatures

Mr Kevin Paul Quartermaine  
15 Hall Close  
Tytherington  
Macclesfield  
Cheshire  
SK10 2HH




.....

Dated : 13.6.2000

Witness to the above Signature:-

Marion Leeming  
28 Geneva Road  
Bramhall  
Stockport  
Cheshire  
SK7 3HT



.....