

COMPANIES ACTS 1985 TO 1989

COMPANY NUMBER 055161786

WRITTEN RESOLUTION OF

ALPHA SCHOOLS (HIGHLAND) PROJECT PLC

(the "Company")

We, the undersigned, being the only members of the Company who at the date of this resolution are entitled to attend and vote at general meetings of the Company **HEREBY RESOLVE** in accordance with Regulation 53 of Table A of the Companies (Tables A to F) Regulations 1985 (as amended) (which Regulation has been adopted by the Company as part of its Articles of Association) that the following Resolution shall be passed and the same shall be for all purposes as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

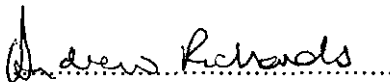
**SPECIAL RESOLUTION**

**THAT** the regulations contained in the printed document for the purpose of identification signed by a director of the Company be and the same are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association of the Company.



For and on behalf of **Alpha  
Schools (Highland) Holdings Limited**

Dated: 29 March 2006



For and on behalf of **Morrison  
Education (Highland) Limited**

Dated: 29 March 2006





Pinsent Masons

No. 5516176

COMPANIES ACTS 1985 TO 1989  
COMPANY LIMITED BY SHARES

MEMORANDUM  
and  
ARTICLES OF ASSOCIATION  
of  
ALPHA SCHOOLS (HIGHLAND) PROJECT PLC

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Incorporated on 22 July 2005

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**COMPANIES ACTS 1985 TO 1989**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

of

**ALPHA SCHOOLS (HIGHLAND) PROJECT PLC**

1. The name of the Company is "ALPHA SCHOOLS (HIGHLAND) PROJECT PLC".
2. The Company is a public company.
3. The Registered Office of the Company will be situate in England and Wales.
4. The objects for which the Company is established are:-
  - 4.1 to carry on business as a general commercial company;
  - 4.2 to carry on all or any of the trades or businesses of manufacturers, repairers, buyers, sellers of products of all types to supply services of all kinds, to acquire, hold, deal in investments of any kind and to carry on any activity normally undertaken by a company in these or similar lines of business;
  - 4.3 to do all such things as shall seem to be in the best interests of the Company, its members or its customers or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property;
  - 4.4 to rent, purchase or by other means acquire any freehold, leasehold or other real property for any estate or interest whatever, and any rights, licences, privileges, or easements over or in respect of any such property, and to develop and turn to account and deal with the same in such manner as may be thought expedient;
  - 4.5 to purchase or otherwise acquire for any estate or interest any property, assets or rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient;
  - 4.6 to build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works and machinery necessary for the Company's business;
  - 4.7 to improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
  - 4.8 to apply for, exercise, use, register, turn to account, purchase, acquire, sell, let, grant or otherwise deal with or use any letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights, privileges, or monopolies or any interest in the same;
  - 4.9 to manufacture and deal in all kinds of articles and things required for the purposes of or commonly dealt in by persons engaged in any such business as aforesaid or in

connection with any such letters patent, trade marks, brevets d'invention, concessions, licences, inventions, rights or privileges as aforesaid;

- 4.10 to subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any other purpose which may be considered likely, directly or indirectly, to further the objects of the Company or the interests of its members;
- 4.11 to invest any moneys of the Company not for the time being required for the general purposes of the Company in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments;
- 4.12 to borrow or raise or secure the payment of money, and for those or other purposes including in particular (but without prejudice to the generality of the foregoing), the giving of collateral security for any guarantee by the Company or for any obligation of the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company whether associated with the Company in business or not, to mortgage or charge the undertaking and all or any part of the property and rights of the Company, present or after acquired, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations;
- 4.13 to lend and advance money or give credit to any person, firm or company and, whether or not the Company receives any consideration or advantage from doing so, to guarantee or give indemnities for (or by both such means) the payment of moneys secured by or payable under or in respect of or the performance of shares, debentures, debenture stock, bonds, mortgages, charges, securities, obligations and contracts of any company, whether British, Commonwealth or foreign, or of any authority, supreme, municipal, local or otherwise, or of any person whomsoever whether corporate or unincorporate including in particular (but without prejudice to the generality of the foregoing) the Company's holding company (if any) or any subsidiary of the Company or of such holding company or any company otherwise associated with the Company in business;
- 4.14 to amalgamate or enter into partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm or company carrying on or proposing to carry on any business or operation within the objects of the Company, and to assist any such person, firm or company;
- 4.15 to draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable transferable or mercantile instruments, or to purchase or guarantee the same;
- 4.16 to apply for, promote, and obtain any Act of Parliament, or other licence, permission or 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; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them;
- 4.17 to subscribe for, underwrite, purchase, or otherwise acquire and hold, dispose of, and deal in shares, stocks and securities of any company having objects similar to those of the Company, or carrying on any business capable of being conducted so as to benefit the Company directly or indirectly;
- 4.18 to act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others;

- 4.19 to remunerate any person, firm or company rendering services to the 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; to grant pensions or gratuities to and establish any contributory or non-contributory pension or superannuation fund for the benefit of any present or former directors, officers or employees of the Company or the Company's holding company (if any), the predecessors in business of, or any subsidiary or associated company of, or business acquired by, the Company or such holding company, or the relations, connections or dependants of any such persons; and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons;
- 4.20 to pay all or any expenses incurred in connection with the formation, promotion 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, debentures, debenture stock or securities of the Company;
- 4.21 to procure the registration of the Company in or under the laws of any place outside Great Britain;
- 4.22 to promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the objects of the Company or the interests of its members;
- 4.23 to insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest;
- 4.24 to sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other company;
- 4.25 to distribute among the members of the Company in specie any property of the Company;
- 4.26 to do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others; and to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this Clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

5. The liability of the members is limited.

6. The share capital of the Company is £50,000 divided into 50,000 Ordinary Shares of £1.00 each.

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 names.

**NAMES AND ADDRESSES  
OF SUBSCRIBERS**

**No of Shares  
taken by each Subscriber**

**PINSENT MASONS DIRECTOR LIMITED**

One

1 Park Row  
Leeds LS1 5AB

Corporate Subscriber

by                      Director

**PINSENT MASONS SECRETARIAL LIMITED**

One

1 Park Row  
Leeds LS1 5AB

Corporate Subscriber

by                      Director

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Dated 22 July 2005

Witness to the above signatures:-

1 Park Row  
Leeds LS1 5AB

**COMPANIES ACTS 1985 TO 1989**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

of

**ALPHA SCHOOLS (HIGHLAND) PROJECT PLC**

(adopted by special resolution passed on 29 March 2006)

1. **PRELIMINARY** The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save in so far as they are hereby modified or excluded.
- 1.2 Regulations 24, 26 and 73 to 80 inclusive, of Table A shall not apply to the Company.
- 1.3 In these articles, unless the context otherwise requires:

**"Board"** means the board of directors from time to time of the Company or the directors present or deemed to be present at a duly convened meeting of the directors at which a quorum is present;

**"Business Day"** means a day on which banks and financial markets are generally open for business in London;

**"HoldCo"** Alpha Schools (Highland) Holdings Limited (co no 5508168);

**"HoldCo Shares"** the ordinary shares of £1 each in the capital of HoldCo;

**"Project"** has the meaning given to it in the Shareholders Agreement;

**"Qualifying Shareholder"** means any Shareholder holding at least 25% of the ordinary shares of £1 each in the capital of HoldCo;

**"Shareholders"** the holder(s) of ordinary shares of £1 each in the capital of the Company;

**"Shareholders Agreement"** means the agreement on or about the date of the adoption of these articles entered into between (1) Northern Infrastructure Investments LLP (2) Morrison Education (Highland) Limited (3) the Company (4) Alpha Schools (Highland) Limited and (5) HoldCo.

2. The Company is a public company.

**SHARES**

3. The share capital of the Company is £50,000 divided into 50,000 Ordinary Shares of £1.00 each. The Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Section 80(2) of the Act). The general authority conferred by this Article shall:-
  - 4.1 extend to all relevant securities of the Company created but unissued at the date of these Articles;

4.2 expire on the fifth anniversary of the date of these Articles unless varied or revoked or renewed by the Company in General Meeting; and

4.3 entitle the Directors to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry thereof.

5. Subject to and without prejudice to the generality of the provisions of Article 4 any shares unissued at the date of the adoption of this Article and any shares hereafter created shall be under the control of the Directors who may allot, grant options over or otherwise deal with or dispose of the same to such persons (including the Directors themselves) on such terms and in such manner as they think fit, provided that no shares shall be issued at a discount.

6. In accordance with Section 95 of the Act, to the extent that the Directors are generally authorised for the purposes of Section 80, the Directors may allot equity securities as if Section 89(1) did not apply to the allotment, or as if Section 89(1) applied to the allotment with such modifications as the Directors may determine.

#### **CALLS ON SHARES**

7. The following sentence shall be added to the end of regulation 15 of Table A: "such persons shall also pay to the Company all expenses that may have been incurred by the Company by reason of such non-payment".

#### **8. TRANSFER OF SHARES**

8.1 Subject to article 8.2, the Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

8.2 The directors shall register the transfer of any share where such transfer is made pursuant to the terms of a debenture granted by HoldCo in favour of Prudential Trustee Company Limited (a company incorporated in England and Wales with registered number 01863305)(or any successor security trustee under such debenture) on or around the date of the adoption of these articles, but shall register no other transfer.

#### **TRANSMISSION OF SHARES**

9. A person becoming entitled to a share by reason of the death or bankruptcy of a member shall not, before being registered as a member in respect of the share, be entitled to receive a copy of any balance sheet (or other document required by law to be annexed thereto) or any notice of a General Meeting, and regulations 31 and 38 of Table A shall be modified accordingly.

#### **PROCEEDINGS AT GENERAL MEETINGS**

10. There shall be added to the last sentence of regulation 41 of Table A the words "and if at the adjourned Meeting a quorum is not present within fifteen minutes after the time appointed for the Meeting, one person entitled to be counted in a quorum present at the Meeting shall be a quorum.

11. A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

#### **VOTES OF MEMBERS**

12. A proxy shall be entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.



13. **POWERS AND DUTIES OF DIRECTORS**

**Number of Directors**

- 13.1 Unless and until otherwise determined by all the Shareholders, the number of directors shall be not less than two and shall not be more than four. A director shall not be required to hold any shares in the Company.

**Appointment of Directors**

- 13.2 Each Qualifying Shareholder holding less than 50% of the HoldCo Shares shall be entitled to appoint and remove one director of the Company and a Qualifying Shareholder holding 50% or more of the HoldCo Shares shall be entitled to appoint and remove two directors of the Company. Any such appointment or removal of a director by a Qualifying Shareholder shall be effected by notice in writing to the Company signed by or on behalf of the Qualifying Shareholder in question and shall take effect when the notice effecting the same is delivered to the registered office of the Company.

**Appointment of Alternate Directors**

- 13.3 Each director shall be entitled to appoint an alternate director by notice in writing to the Company at its registered office signed by or on behalf of the director in question and such appointment shall take effect, subject to any contrary intention expressed in the notice, when the notice effecting the same is delivered to the Company. Any such appointment of alternates shall, unless otherwise set out in the aforementioned notice, be for the purposes of a specific board meeting, as set out in the notice.

**Director's Fees**

- 13.4 Save to the extent permitted by the Shareholders Agreement, the directors shall not be entitled to receive any remuneration from the Company in respect of their office as directors.

**Additional Remuneration**

- 13.5 Any director who, at the request of the Board, goes or resides abroad, makes any special journey or performs any special services on behalf of the Company or its business, may be paid such reasonable additional remuneration therefor, whether by way of salary or otherwise and expenses, as the Board, with the prior written consent of all the Shareholders may from time to time determine.

**Remuneration and Expenses of Alternate Directors**

- 13.6 An alternate director shall not be entitled as against the Company to any fees for his services as an alternate; the fee payable to any such alternate shall be payable out of the fee payable to his appointor and shall consist of such portion (if any) of the fee as he shall agree with his appointor. Subject to this article, an alternate director shall be paid by the Company such expenses as might properly have been repaid to him if he had been a director.

**Delegation of Committees**

- 13.7 The Board may, with the prior written consent of all the Shareholders, delegate any of its powers, authorities and discretions for such time upon such terms and subject to such conditions as it thinks fit to any committee consisting of two or more directors and (if thought fit) one or more other persons (provide that a majority of the members of a committee shall be directors or alternate directors and no resolution of a committee shall be effective unless a majority of those present when it was passed are directors or alternate directors). Subject to any such terms and conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying. The Board may, with the prior written consent of all the Shareholders, confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the board in that respect and may

from time to time revoke, withdraw, alter or vary all or any of such powers and discharge any such committee in whole or in part.

#### **Power of Attorney**

- 13.8 The Board may by power of attorney or otherwise and with the sanction of all the Shareholders, appoint any person or persons to be the agent of the Company and may delegate to any such person or persons any of its powers, authorities and discretions (with power to sub-delegate), in each case for such purposes and for such time, upon such terms (including remuneration) and subject to such conditions as it thinks fit. The Board may, with the prior written consent of all the Shareholders, confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### **Directors' Interests**

- 13.9 Subject to the provisions of the Act and provided that articles 13.10 and 13.13 are complied with, a director, notwithstanding his office:-

- (a) may enter into or otherwise be interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested either in regard to his tenure or any office or place of profit or as vendor, purchaser or otherwise;
- (b) may hold any other office or place of profit under the Company (except that of auditor or auditor of a subsidiary of the Company) in conjunction with the office of director and may act by himself or through his firm in a professional capacity to the Company, and in any such case on such terms as to remuneration and otherwise as the Board may arrange either in addition to or in lieu of any remuneration provided for by any other article;
- (c) may be a director or other officer, or employed by, or a party to any transaction or arrangement with or otherwise interested in, any company promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment; and
- (d) shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any such office, employment, contract, arrangement, transaction or proposal and no such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest or benefit.

- 13.10 Subject to the provisions of article 13.11, a director (or his Alternate) shall be entitled to attend and speak at meetings at which resolutions are discussed and receive papers relating thereto (subject to any restrictions in the Shareholders Agreement), but shall not be entitled to vote on a resolution proposed at a Board meeting (other than in relation to other matters at that meeting), relating to:

- (a) the entering into or replacement of any contract, transaction or arrangement, or any amendment or variation thereof, in which such director has an interest; or
- (b) in relation to a director appointed by a Qualifying Shareholder, any dispute relating to any contract in which that Qualifying Shareholder or any of its Affiliates is interested; or
- (c) the commencement, conduct or compromise of any dispute, arbitration, litigation or other proceedings concerning the director and/or his appointing Qualifying Shareholder (or any of its Affiliates),

and the quorum requirements of the relevant meeting at which such resolution is proposed shall be reduced in relation to such resolution by one for each Qualifying Shareholder whose directors are not entitled to vote thereon in accordance with this article 13.10.

- 13.11 In the event that all directors appointed by the Qualifying Shareholders would be prohibited from voting in relation to a particular matter as a result of the provisions of article 13.10, all of the

directors appointed by the Qualifying Shareholders shall be entitled to vote and shall be counted in the quorum for the relevant part of such meeting.

- 13.12 For the purposes of article 13.10 a director shall be "interested" or have an "interest" or a matter may be "concerning" in relation to a contract or matter in which they, their appointing Qualifying Shareholder or any of their Affiliates, have an economic interest, a conflict of interest and/or is a party to such contract.
- 13.13 A director who, to his knowledge, is in any way (directly or indirectly) interested in any contract, arrangement, transaction or proposal with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal is first considered, if he knows his interest then exists or, in any other case, at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this article:-
- (a) a general notice given to the Board by a director that he is to be regarded as having an interest (of the nature and extent specified in the notice) in any contract, transaction, arrangement or proposal in which a specified person or class of persons is interested shall be deemed to be a sufficient disclosure under this article in relation to such contract, transaction, arrangement or proposal; and
  - (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

#### **Notice of Board Meetings**

- 13.14 The Board shall meet at least once every month during the construction phase of the Project (provided that the directors may agree to cancel or postpone any monthly meeting (provided that they meet at least once every quarter)) and shall meet at least once every quarter thereafter. Any director may convene a meeting of the Board on not less than two Business Days' notice unless agreed otherwise by the relevant directors, to consider any matter which requires urgent deliberation. Any director may, and the secretary at the request of a director shall, summon a meeting of the Board at any time giving notice of the meeting to each director at his last known address or any other address given by him to the Company for this purpose.
- 13.15 Save in the case of a meeting convened by a director pursuant to article 13.14 in respect of a matter requiring urgent deliberation, there shall be prepared by the secretary of the Company, and circulated at least seven days ahead of the scheduled date of each meeting of the Board an agenda specifying the place and time of the meeting and in reasonable detail the business proposed to be discussed thereat. The agenda and all Board papers shall be circulated to the directors and the Shareholders. Any director may require the secretary to include an item on the agenda. No business which is not on the agenda circulated as provided for in this article 15.15 shall be voted upon or made the subject of a resolution at any such meeting without the consent of all directors present at the meeting. Minutes of all meetings of the Board shall be circulated to the directors and to the Shareholders within 7 days of the meeting together with any additional papers tabled or not previously circulated.
- 13.16 All such meetings will be held at the registered office of the Company or at such other place as the directors, failing whom the Shareholders, may from time to time agree.

#### **Quorum**

- 13.17 Subject to article 13.10, the quorum for the transaction of all business of the Board shall be one director (or his alternate) appointed by each Qualifying Shareholder. Any director may appoint an alternate director to attend and vote at Board meetings in his place. Such alternate director may be an existing director. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions for the time being vested in or exercisable by the Board.
- 13.18 If a quorum is not present within half an hour from the time appointed for the commencement of the meeting or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned

until such time and place as those present shall decide. Notice of the adjourned meeting shall be given to all directors in the normal way and if after half an hour from the time appointed for the commencement of the adjourned meeting a quorum is not present or if during such meeting a quorum ceases to be present then those directors present at the meeting or after the cessation shall be deemed to be a quorum. For the avoidance of doubt, the only matters which may be dealt with at such adjourned meeting are those on the agenda for the original meeting before it was adjourned.

#### **Chairman of the Board**

- 13.19 The chairman of the Board shall be nominated and/or replaced annually by the Board in rotation between the Shareholders starting with a director appointed by Morrison Education (Highland) Limited. The chairman shall not be entitled to a second or casting vote on any matter. If no such chairman is elected, or if at any meeting the chairman is not present within thirty minutes of the time appointed for holding the same, the directors and alternate directors (in the absence of their appointors) present shall choose one of their number to be chairman of such meeting.

#### **Voting**

- 13.20 Subject to the provisions of article 13.10 all decisions of the Board shall require the approval of at least one director appointed by each Qualifying Shareholder present in person (or attending by telephone) or by their alternate (in the absence of his Appointor) at the meeting.

#### **Participation by Telephone**

- 13.21 Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. Minutes recording the resolutions passed or decisions made at such a meeting shall be made and circulated in the same way as if all those participating in the meeting had been physically present in the same place. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such a manner by the Board or a committee of the Board shall for the purposes of the articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee notwithstanding that fewer than two directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

#### **Power of Directors**

- 13.22 The directors may exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company.

**NAMES AND ADDRESSES OF SUBSCRIBERS**

**PINSENT MASONS DIRECTOR LIMITED**

1 Park Row  
Leeds LS1 5AB

Corporate Subscriber

by Director

**PINSENT MASONS SECRETARIAL LIMITED**

1 Park Row  
Leeds LS1 5AB

Corporate Subscriber

by Director

Dated 22 July 2005

Witness to the above signatures:-

1 Park Row  
Leeds LS1 5AB