

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
CORDIANT FINANCE LIMITED

(As amended by Special Resolutions dated ---
21st November 1960, 7th April 1961, 28th June 1974,
3rd November 1987, 27th September 1990,
13th September 1991, 16th March 1995
and 21st October 1996)

Incorporated 24 May 1960

Registered No. 660277



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

CORDIANT FINANCE LIMITED

(As amended by Special Resolutions dated 21st November 1960, 7th April 1961,
28th June 1974, 3rd November 1987, 27th September 1990,
13th September 1991, 16th March 1995 and 21st October 1996)

- 1*. The name of the Company is CORDIANT FINANCE 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 carry on the business of financiers, financial agents, brokers, consultants, principals and agents in all fields of commercial, industrial and personal finance; to carry on the business of financial investment consultants and advisers in all aspects of commerce, finance, foreign exchange and stocks and share dealings; to undertake and carry on any business transaction or obligation commonly undertaken or carried on by financiers, foreign exchange dealers and handlers, company promoters, industrial bankers, financial agents, hire purchase agents, a leasing company, mortgage and insurance agents, stock, share and commodity brokers and agents; to deal in, issue, sale or purchase, bonds, obligations, commodities, annuities, policies of assurance, options, rights, privileges, lands, buildings, leases, underleases and other property and rights and interest in property as the Company shall deem fit; to stand surety for or guarantee, support or secure the performance of all or any obligations of any person, firm or company whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by both such methods; to provide loans and moneys to any related company or subsidiary of the Company and to any other company or person having dealings with the Company and to take on debts, whether internal or external, on such terms and for such periods as the Company shall from time to time determine; to enter into, assist or participate in financial, mercantile, foreign exchange, industrial and other transactions, undertakings and businesses of every description and to carry on, develop and extend the same, or sell, dispose of and deal with or otherwise turn to account; and to carry on any other trade or business whatsoever which can, in the opinion of the Directors of the Company be advantageously or conveniently carried on in connection with or by extension of any of the foregoing businesses.

- * The Company was incorporated on 24th May 1960 as PLUGMAY LIMITED.

By Special Resolution dated 3rd November 1987 the name of the Company was changed to SAATCHI & SAATCHI INVESTMENTS LIMITED.

By Special Resolution dated 27th September 1990 the name of the Company was changed to SAATCHI & SAATCHI FINANCE LIMITED.

By Special Resolution dated 13th September 1991 the name of the Company was changed to SAATCHI & SAATCHI FINANCE PLC.

By Special Resolution dated 16th March 1995 the name of the Company was changed to
CORDIANT FINANCE PLC.

By Special Resolution dated 21st October 1996 the name of the Company was changed to
CORDIANT FINANCE LIMITED.

- B. To carry on any other business which, in the opinion of the Company may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property.
- C. To guarantee or give security for the payment or performance of any contracts, debts, or obligations of any person, company or firm, for any purpose whatsoever, and to act as agents for the collection, receipt or payment of money and generally to give any guarantee, security or indemnity.
- D. To take on lease, purchase or in exchange, hire or otherwise acquire and hold for any interest or estate any buildings, lands, easements, privileges, rights, concessions, patent rights, patents, secret processes, licences, machinery, plant, stock-in-trade, and any real or personal property of any kind convenient or necessary for the purpose of or in connection with the Company's business or any department or branch thereof.
- E. To apply for, purchase or otherwise acquire and hold any patents, licences, concessions, brevets d'invention, copyrights and the like, conferring any right to use or publish any secret or other information and to use, develop, exercise, or grant licences in respect of the property, rights and information so acquired.
- F. To erect, build, construct, or reconstruct, lay down, alter, enlarge and maintain any factories, buildings, works, shops, stores, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the construction, erection and maintenance of any of the aforesaid.
- G. To subscribe for, take, purchase or otherwise acquire and hold, sell, deal with or dispose of any share, stocks, debentures, debenture stocks, bonds, obligations and securities, guaranteed by any Company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations and securities guaranteed by any Government or Authority, Municipal, Parochial, Local or otherwise, within and without the United Kingdom and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to enforce and exercise all rights and powers conferred by the ownership thereof.
- H. To promote by way of advertising the products and services of the Company in any manner and to reward customers or potential customers and to promote and take part in any scheme likely to benefit the Company.
- I. To borrow or raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real or heritable and personal or moveable property (present or future) and the uncalled capital for the time being of the Company or by the creation and issue of debenture stocks, debentures or other obligations or securities of any description.

- J. To support, guarantee and/or secure either with or without consideration the payment of any debenture stock, debentures, dividends, shares or moneys or the performance of engagements or contracts of any other Company or person and in particular (but without prejudice to the generality of the foregoing) of any Company which is, for the time being, the Company's holding company as defined by Section 736 of the Companies Act, 1985 or another subsidiary, as defined by the said section, of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collaterally or further to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- K. To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the stocks, shares or securities of any company of or in which the Company is a member or is otherwise interested.
- L. To take part in the management, formation, control or supervision of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, experts or agents.
- M. To employ experts to examine and investigate into the character, prospects, value, condition and circumstances of any undertakings and business concerns and generally of any property, assets or rights.
- N. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments; to receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- O. To promote or establish or concur in promoting or establishing any other company whose objects shall include the taking over of or the acquisition of all or any of the assets or liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to hold, acquire, dispose of stocks, shares or securities issued by or any other obligations of any such company.
- P. To deal with and invest the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- Q. To accept payment for any rights or property sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in partly or fully paid-up shares or stock of any corporation or company, with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or in mortgages or debentures or other securities of any corporation or company 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 stock, shares or securities so acquired.

- R. To enter into any partnership or amalgamate with or enter into any arrangement for sharing profits, interests, or co-operative or enter into co-operation with any company, person or firm carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as to benefit this Company, whether directly or indirectly and to acquire and hold, deal with, sell or dispose of any stock, shares or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, otherwise assist or subsidise, any such company.
- S. To pay for any right or property acquired by the Company either in cash or partly or fully paid-up shares with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or by any securities which the Company has power to issue, and generally on such terms and conditions as the Company may determine.
- T. To develop, improve, manage, sell, turn to account, let on rent, royalty, exchange, share of profits or otherwise, grant easements, licences and other rights in or over, and in any other manner dispose of or deal with the undertaking and all or any of the assets and property for the time being of the Company for such consideration as the Company may think fit.
- U. To acquire, purchase, take over and undertake part or all of the business, property, assets, liabilities and engagements of any firm, person or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests generally.
- V. To aid in the support and establishment of any educational, scientific, religious or charitable institutions or trade associations or societies, whether such associations, societies or institutions be solely connected with the business carried on by the Company or its predecessors in business or not, and to maintain and institute any club, society or other organisation.
- W. To grant pensions, gratuities, allowances and bonuses to employees or ex-employees, officers or ex-officers of the Company or its predecessors in business or the dependents of such persons and to maintain and establish or concur in maintaining funds, trusts or schemes, (whether contributory or non-contributory) with a view to providing pensions or other funds for any such persons or their dependents as aforesaid.
- X. To distribute in specie any of the shares, debentures or securities of the Company or any proceeds of sale or disposal of any property of the Company between the members of the Company in accordance with the rights, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- Y. To do all or any of the above things in any part of the world, either alone as principals, or as agents, trustees, sub-contractors or otherwise.
- Z. 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 declared that the objects of the Company as specified in each of the foregoing sub-clauses of this Clause shall be separate and distinct objects of the Company and shall not in any way be limited by reference to any other sub-clauses or the order in which the same occur. The widest interpretation shall be given to the objects contained in each sub-clause of this Clause and shall not save where the context expressly so requires be in any way restricted or limited by inference from or reference to any other object or objects set forth in such sub-clause or from the terms of any other sub-clause. None of such sub-clause or the objects mentioned therein or the powers thereby conferred shall be deemed ancillary to or subsidiary to the powers or objects specified in any other sub-clause.

4. 5. The liability of the members is limited.

5. 6.* The share capital of the Company is £100 divided into 100 ordinary shares of £1.00 each.

* By Special Resolution dated 7th April 1961 the share capital of the Company was increased from £100 to £5,000 by the creation of 4,900 further shares of £1 each ranking pari passu with the existing share capital of the Company.

By Special Resolution dated 28th June 1974 1,340 unissued ordinary shares of £1 each were sub-divided and redesignated as 134,000 new ordinary shares of 1p each, and the 3,660 issued shares of £1 each were converted and redesignated as 1 deferred share of £1 each.

By Special Resolution dated 27th September 1990 the 134,000 ordinary shares of 1p each were consolidated into 1,340 ordinary shares of £1.00 each and the 3,660 deferred shares of £1.00 each were redesignated as ordinary shares of £1.00 each, all shares ranking pari passu.

By Special Resolution dated 27th September 1990 the share capital of the Company was increased from £5,000 to £50,000 by the creation of 45,000 further shares of £1 each, all shares ranking pari passu.

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

**(Adopted by Special Resolution
dated 13th September 1991)**

of

CORDIANT FINANCE LIMITED

PRELIMINARY

1. The Articles hereinafter contained and, subject as hereinafter provided, 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 constitute the regulations of the Company. In the case of any variation or inconsistency between these Articles and the regulations in Table A, the provisions of these Articles shall prevail.
2. Regulations 24, 40, 64 to 69 (inclusive), 73 to 81 (inclusive), 94, 95 and 118 of Table A shall not apply to the Company.
3. In these Articles, the expression "Controlling Company" means the registered holder for the time being of more than one half in nominal value of the issued Ordinary share capital of the Company for the time being.

SHARE CAPITAL

4. The share capital of the Company as at the date of adoption of these Articles is £50,000 divided into 50,000 Ordinary Shares of £1 each.
5. (1) No share or beneficial interest therein shall be issued or transferred to or held by any person other than the Controlling Company or some other person or company expressly nominated for the purpose by the Controlling Company in writing but subject thereto all the unissued shares for the time being in the capital of the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms and conditions as

they think proper, subject to section 80 of the Act and provided that no share shall be issued at a discount.

(2) The provisions of sections 89(1) and 90(1) to (6) of the Act shall not apply to the Company.

TRANSFER AND TRANSMISSION

6. If any member being a Director or employee of the Company shall cease from any cause to be a Director or employee, any shares in the Company of any class held by him at the date he ceases to be a Director or employee shall forthwith be transferred without any payment therefor to such person who is eligible to hold the shares as the Directors request and, unless such member or his personal representatives or other person entitled to execute a transfer thereof shall transfer such shares accordingly within fourteen days after the Directors shall have posted to him or them at such member's registered address a notice requesting such transfer, the Directors may appoint any person to execute an instrument of transfer of the shares on behalf of and as attorney for any such member.

7. The Directors may decline to register the transfer of any share and shall not be required or bound to state the reason for any refusal.

GENERAL MEETINGS

8. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. One member holding more than one half in nominal value of the issued Ordinary share capital of the Company for the time being and present in person or by proxy or representative shall constitute a quorum and shall be deemed for this purpose to constitute a valid meeting but, save as aforesaid, two members present in person or by proxy or representative shall be a quorum.

9. In regulation 41 of Table A, the word "such" in line 1 and the words and comma "or if during a meeting such a quorum ceases to be present," in line 2 shall be omitted.

DIRECTORS

10. In these Articles, the expression "the Directors" means the directors for the time being of the Company or (as the context shall require) any of them acting as the Board of Directors of the Company.

11. Unless and until otherwise determined by the Company in general meeting, the number of the Directors shall not be subject to any maximum but shall be not less than two. The following persons only shall be eligible for

appointment and for continuance in office as Directors of the Company, namely:-

- (1) any person who is a Director or the Secretary of the Controlling Company for so long only as such person is a Director or the Secretary of the Controlling Company; and
- (2) any other person approved by the Board of Directors of the Controlling Company for so long only as such person is so approved.

The certificate of a Director or the Secretary of the Controlling Company as to whether or not any person is approved by the Board of Directors of the Controlling Company shall be conclusive for all purposes under paragraph (2) of this Article.

12. A Director shall not be required to hold any share qualification but shall be entitled to receive notice of, and to attend and speak at, all general meetings of the Company.

13. The Controlling Company shall have power at any time and from time to time by notice in writing to the Company to appoint any person eligible under Article 12 to be a Director and to remove any Director from office but so that such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

14. Any person may be appointed or elected as a Director whatever his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

BORROWING POWERS

15. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and, subject to section 80 of the Act, 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.

POWERS AND DUTIES OF DIRECTORS

16. Subject to such disclosure as is required by section 317 of the Act, a Director may vote in respect of any contract or arrangement in which he is interested or upon any matter arising out of the same and may be counted in the quorum present at any meeting at which any such contract, arrangement or matter is proposed or considered

and if he shall so vote his vote shall be counted.

DISQUALIFICATION OF DIRECTORS

17. The office of a Director shall forthwith be vacated:-

- (1) if by notice in writing to the Company he resigns the office of Director;
- (2) if he becomes bankrupt or insolvent, or enters into any arrangement with his creditors;
- (3) if he becomes of unsound mind;
- (4) if he is removed from office by a resolution duly passed under Section 303 of the Act;
- (5) if he is prohibited from being a Director by any order made under the Company Directors Disqualification Act 1986;
- (6) if he is removed from office under Article 14; or
- (7) if he ceases to be eligible under Article 12.

ALTERNATE DIRECTORS

18. (1) Any Director may at any time appoint another Director or any other person approved by the Directors to be his alternate Director and may at any time terminate such appointment. Any such appointment or removal shall be by written notice, letter, telegram, cablegram, telex or telefax message or other form of visible communication from the Director to the Company and shall be effective upon delivery at the registered office of the Company or at a meeting of the Directors.

(2) The appointment of any alternate Director shall terminate if and when the Director by whom he has been appointed vacates his office as Director and upon the happening of any event which, if he were a Director, would cause him to vacate such office.

(3) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notice of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purpose of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If he is himself a Director, he shall be entitled in such circumstances as

aforesaid to exercise the vote or votes of the Director or Directors for whom he is an alternate in addition to his own vote. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing sentence shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member. An alternate Director as such shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purpose of these Articles.

(4) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive any remuneration from the Company in respect of his appointment as alternate Director.

WINDING UP

19. In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

INDEMNITY

20. Subject to section 310 of the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 (3) or (4) or section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office in relation thereto.