

Company Number: 05233278

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

RLA LONDON LIMITED

As adopted by Special Resolution passed as a Written Resolution on
the 18th day of OCTOBER 2010

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- of -
RLA LONDON LIMITED

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1 PRELIMINARY

- 1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and by the Companies Act 1985 (Electronic Communications) Order 2000 and by the Companies (Tables A to F) (Amendment) Regulations 2007 and by the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 ("**Table A**") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles.
- 1.2 Any reference in these Articles to a "Regulation" shall be construed as a reference to the regulation of that number contained in Table A.
- 1.3 Where the context so requires words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender.
- 1.4 Any reference in these Articles to any enactment shall be construed as a reference thereto as consolidated, amended, modified or re-enacted from time to time.
- 1.5 In these Articles:-
- "Act"**
means the Companies Act 1985 and any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force and every other act for the time being in force concerning companies and affecting the Company;

“Associated Company”

means any other company which is for the time being and from time to time a subsidiary or associated undertaking of the Company (as defined in the Act),

“Company”

means this company and “company” includes any body corporate or association of persons whether or not a company within the meaning of the Act;

“Directors”

means the board of directors for the time being of the Company or the directors present at a duly convened meeting of directors at which a quorum is present and “Director” shall be construed accordingly,

“Parent Company”

means any company which is the Company’s ultimate holding company (as defined in the Act) from time to time and who, at the date of adoption of these Articles, is The Mission Marketing Group Plc;

“Parent Company Director”

means any Director appointed by the Parent Company from time to time pursuant to Article 8 1,

“Secretary”

means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary;

“Seller”

means such person who is defined as such in the sale and purchase agreement in respect of the acquisition of the entire issued share capital of RLA Group Limited made between, inter alia, (1) the shareholders of RLA Group Limited and (2) The Mission Marketing Group Plc on or about the date hereof; and

“Sellers’ Director”

means any Seller who is appointed as a Director of the Company from time to time

2 SHARE CAPITAL

2 1 [deleted by Written Resolution passed on the day of 2010]

2.2 The shares shall rank pari passu in all respects.

2 3 The Directors of the Company may (with the prior written consent of the Parent Company) exercise all powers of the Company to allot relevant

securities within the meaning of Part IV of the Companies Act 1985. Any authority under Sections 80 and 95 of the Companies Act 1985 previously granted and in force on the date of adoption of these Articles shall be revoked as and from the date of adoption of these Articles.

- 2 4 Regulation 5 shall not apply.

3 SHARE CERTIFICATES

- 3 1 Regulation 6 is amended by adding after “Every certificate shall be sealed with the seal” the words “or executed in such other manner as the directors authorise, having regard to the Act”.

4 TRANSFER OF SHARES

- 4 1 The Directors shall register a transfer of shares which is presented for registration duly stamped.
- 4.2 Regulation 28 is amended by replacing “shall be returned to the person lodging it” with “shall (except in the case of fraud) be returned to the person lodging it”.
- 4 3 Notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration of it where the transfer:
- 4.3.1 is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a “Secured Institution”); or
 - 4.3.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
 - 4 3.3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not

5 PROXIES AND REPRESENTATIVES OF CORPORATIONS

- 5.1 An instrument appointing a proxy (and where it is signed on behalf of the appointor by an attorney the letter or power of attorney or a duly certified copy thereof) must be delivered at the registered office of the Company at any time before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same date as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or be delivered to the Secretary (or the Chairman of the meeting if appropriate) at such meeting, adjourned meeting or poll. An instrument of proxy shall not be treated as valid until such delivery shall have been effected.
- 5.2 Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise as if it were an individual member of the Company
- 5.3 Regulation 62 shall not apply.

6 POWERS AND DUTIES OF DIRECTORS

- 6.1 Subject to the provisions of the Act, the memorandum of association and the Articles and to any directions given by special resolution the business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Act or these Articles or by Table A required to be exercised by the Company by resolution in general meeting subject nevertheless to any of these Articles, to the provisions of the Act and to Table A and to such directions as may be prescribed by the Company by special resolution but no such direction made by the Company shall invalidate any prior act of the Directors which would have been valid if the direction had not been made.
- 6.2 Regulation 70 shall not apply.

7 APPOINTMENT AND REMOVAL OF DIRECTORS

- 7.1 The Parent Company may at any time and from time to time appoint any one or more persons to be a Director by delivery of a written notice ("Appointment Notice") to the Secretary at the registered office of the Company. The Appointment Notice shall be signed by a director or the secretary or some other person duly authorised on behalf of the Parent

Company and shall specify the name of the person so appointed Any such appointment shall be deemed to take effect immediately upon delivery of the Appointment Notice at the registered office of the Company unless expressly stated to the contrary in the Appointment Notice.

7.2 The office of Director shall be vacated if:

- 7.2.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director, or
- 7.2.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 7.2.3 he is a person of unsound mind; or
- 7.2.4 he resigns his office by notice to the Company; or
- 7.2.5 he is removed from office under Section 168 of the Companies Act 2006, or by extraordinary resolution of the Company; or
- 7.2.6 the Secretary at the registered office of the Company is served with written notice under the hand of a director or the secretary or some other person duly authorised on behalf of the Parent Company that the board of directors of such company has resolved that his appointment be terminated

7.3 Regulation 81 of Table A shall not apply.

7.4 In the case of a Director appointed to an executive office pursuant to Regulation 84 his removal from office pursuant to Article 7.2.6 shall be deemed to be an act of the Company and shall have effect without prejudice to any claims for damages for breach of contract as between him and the Company

7.5 The Parent Company may at any time and from time to time by notice to the Company vary the minimum number of Directors (provided that such minimum shall not be less than two Directors) or impose or vary the maximum number of Directors Subject to such right of the Parent Company, there shall be no maximum number of Directors and the minimum number of Directors shall be two Directors.

7.6 Regulations 64, 76, 77 and 79 of Table A shall not apply

8 DIRECTORS' EXPENSES

8.1 The Directors may be paid all travelling, hotel and other expenses wholly, exclusively and necessarily incurred by them in connection with their attendance at meetings of Directors or general meetings or separate meetings

of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

9 PROCEEDINGS OF DIRECTORS

- 9.1 At any meeting of the Directors each Director present and, in the absence of their respective appointor, their alternates shall have one vote provided always that the Parent Company Directors (or their duly appointed alternates) present at a meeting of the Directors shall between them be entitled to that number of voters equal to the number of the Parent Company Directors of the Company, whether or not present in person or represented by an alternate.
- 9.2 Regulation 88 shall not apply.
- 9.3 The Chairman shall at any such meeting not have a second or casting vote
- 9.4 The quorum necessary for the transaction of business by the Directors shall be two Directors present or deemed present at the meeting at least one of whom, where one has been appointed, shall be the Sellers' Director or his duly appointed alternate and at least one of whom, where one has been appointed, shall be a Parent Company Director or his duly appointed alternate provided that if on the convening of a meeting of the Directors there is no quorum by virtue of the non-attendance of the Sellers' Director or his duly appointed alternate, the meeting shall be adjourned for a period of no less than 7 days at which meeting neither the Sellers' Director nor his duly appointed alternate need be present for there to be a quorum
- 9.5 In the event that any meeting of the Directors shall be inquorate (proper notice having been given of the meeting) it shall be adjourned to the same day in the next week at the same time and place and, subject to notice of the reconstituted meeting having been given to all Directors and the Secretary pursuant to Article 10.7 below, such Directors as may be present at such adjourned meeting shall constitute a quorum.
- 9.6 Subject to the provision of these Articles, the Directors may regulate their proceedings as they think fit. The Chairman, or in the absence of the Chairman, any Director may, and the Secretary at the request the Chairman or such Director shall, call a meeting of the Directors
- 9.7 Unless otherwise agreed by the Directors, at least five business days' notice of a meeting of the Directors shall be given to each Director and the Secretary and shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting. No business which is not within the scope of the

agenda shall be put to the vote at such meeting. It shall be necessary to serve notice of a meeting to a Director who is absent from the United Kingdom

- 9.8 A resolution in writing signed by the Directors (and/or their respective alternates) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held provided that the Directors so signing would if such meeting had been held have formed a quorum in accordance with these Articles. Any such resolution may consist of several documents in the like form each signed or approved in writing or by facsimile transmission by one or more of the Directors (and/or their alternates).
- 9.9 Any Director may participate in a meeting of the Directors by means of video conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner shall be deemed to constitute presence in person at such meetings.
- 9.10 A Director who pursuant to Regulation 85 has declared at a meeting of the Directors the nature and extent of his interest in a contract, proposed contract or arrangement with the Company shall be entitled to vote in respect of that contract, proposed contract or arrangement or upon any matter arising therefrom and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or of the committee of Directors at which the vote is taken.
- 9.11 Regulations 89, 91, 93, 94 and 95 shall not apply

10 NOTICES

- 10.1 Any notices to be given by or to any person pursuant to these Articles shall be given in writing by prepaid, first class mail (airmail if sent to or from overseas) or by facsimile addressed and sent to the recipient at his registered address (or such other address as may have been notified to the Company) or by delivery by hand at such address or addresses and if given or made by facsimile or delivered by hand shall be deemed to have been received when sent and if given or made by pre-paid, first class mail shall be deemed to have been received twenty-four hours after posting (or 72 hours after posting if posted by airmail to or from overseas)
- 10.2 Regulations 111, 112 and 115 shall not apply.

11 INDEMNITY

11.1 Subject to the full extent permitted by law, every Director or other officer or auditor of the Company shall be indemnified out of the Company's assets against any liability incurred by him:

11.1.1 in defending civil proceedings brought by a person other than the Company or an Associated Company; or

11.1.2 in defending civil proceedings brought by the Company or an Associated Company (unless judgment is given against him and the judgment is final); or

11.1.3 in defending criminal proceedings (unless he is convicted and the conviction is final); or

11.1.4 in connection with any application for relief from liability under the provisions for relief in the Act (unless the court refuses to grant him relief, and the refusal is final).

11.2 Article 12.1 shall be without prejudice to any other indemnity to which a Director may be entitled.

11.3 Regulation 118 shall not apply

11.4 Subject to the full extent permitted by law, the Company may provide a Director with funds to meet any liability incurred or to be incurred by him or do any other thing to enable a director to avoid incurring such liability:

11.4.1 in defending civil proceedings;

11.4.2 in defending criminal proceedings; or

11.4.3 in connection with any application for relief from liability under the provisions for relief in the Act

provided that the Director shall repay any such funds or discharge any other liability to the Company if:

11.4.4 he is convicted (and the conviction is final) in any criminal proceedings; or

11.4.5 judgment is given against him (and the judgment is final) in any civil proceedings, or

11.4.6 the court refuses to grant him relief (and the refusal is final) in connection with any application for relief from liability under the provisions for relief in the Act

11 5 For the purposes of Articles 12.1 and 12 4, a judgment, conviction or refusal becomes final if

11 5 1 the period for bringing an appeal (or any further appeal) has ended,
and

11 5 2 any appeal brought is determined, abandoned or otherwise ceases to
have effect

11 6 The Directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is a Director, alternate director, secretary or auditors, or former director, alternate director, secretary or auditor, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect), or who is or was trustee of a retirements benefit scheme or another trust in which a Director, alternate director or secretary or former director, alternate director or secretary is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company

Clauses 1 to 4 inclusive of the Company's memorandum of association are treated as provisions of the Company's articles of association by virtue of section 28 Companies Act 2006 (which came into force on 1 October 2009)

Clause 5 of the memorandum was deleted by Special Resolution passed as a Written Resolution on the 18th day of OCTOBER 2010

The Companies Acts 1985 and 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

PINCO 2188 LIMITED *

- 1 The name of the Company is **PINCO 2188 LIMITED** * *
 - 2 The Company's Registered Office is to be situated in England and Wales
 - 3 The objects for which the Company is established are -
 - 3 1 to carry on business as a general commercial company,
 - 3 2 to carry on all or any of the trades or business 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,
 - 3 3 to do all such things as shall seem to be in the best interests of the Company, its members, its customers or its potential customers or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property,
 - 3 4 to build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing,
 - 3 5 to enter into contracts, agreements and arrangements with any other person for the carrying out by such person on behalf of the Company of any of the objects for which the Company is formed,
 - 3 6 to acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person or company carrying on any business which may in the opinion of the directors be capable of being conveniently carried on with or calculated directly or indirectly to enhance the value of or render profitable, any of the Company's property or rights, or any property suitable for the purposes of the Company,
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* The name of the Company was changed to RLA Group Limited on 2 November 2004 pursuant to a special resolution passed on 29 October 2004

The name of the Company was changed to RLA London Limited on 1 August 2008 pursuant to a special resolution passed on 31 July 2008

** ditto

- 3 7 to enter into any arrangements with any government or authority national, international, supreme, municipal, local or otherwise, that may in the opinion of the directors be conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges, and concessions which in the opinion of the directors is desirable, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions,
- 3 8 to apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any intellectual property rights including, without limitation, patents, patent rights, brevets d'invention, licences, secret processes, trade marks, service marks, copyrights, registered designs, protections, concessions and the like, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and testing and making researches, and in improving or seeking to improve any such intellectual property rights which the Company may acquire or propose to acquire,
- 3 9 to acquire an interest in, amalgamate with or enter into partnership or in to any arrangement for the sharing of profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person, or with any employees of the Company, to lend to, guarantee the contracts of, or otherwise assist any such person, and to take or otherwise acquire an interest in securities of any such person (being a company), to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same,
- 3 10 to lend money to, to subsidise and assist any person and to act as agents for the collection, receipt or payment of money and generally to act as agents or brokers for and render services to any person, and to undertake and perform sub-contracts,
- 3 11 to enter into any guarantee, contract of indemnity or suretyship and in particular but without limitation, to guarantee or otherwise provide security for, with or without the Company receiving any consideration therefor or advantage therefrom, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by any other means whatsoever, the performance of the obligations and the payment of any monies (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any related costs or expenses whether on any securities or in any other manner) by any person including but not limited to any company which is for the time being the Company's holding company or subsidiary of the Company or subsidiary undertaking of the Company or of the Company's holding company (as so defined) or any person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other person For the purposes of this paragraph 3 11, "guarantee" includes any other obligation howsoever described to pay, satisfy, provide funds (whether by the advance of money, the purchase of or the subscription for securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in

the payment of or otherwise be responsible for, any indebtedness of any other person,

- 3 12 to promote, finance or assist any person for the purposes of acquiring all or any of the property, rights or undertaking or assuming the liabilities of the Company, or for any other purpose which may be in the opinion of the directors directly or indirectly calculated to benefit the Company, and to place or guarantee the placing of, under right, subscribe for, or otherwise acquire all or any part of the securities of the Company,
- 3 13 to pay out of the funds of the Company all or any expenses which the Company may lawfully pay of or incidental to the formation, registration, promotion and advertising of or raising money for the Company, and the issue of its capital including those incurred in connection with advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of securities,
- 3 14 to remunerate any person rendering service to the Company whether by cash payment or by the allotment to him or them of securities of the Company credited as paid up in full or in part or otherwise,
- 3 15 generally to purchase, take on lease or exchange, hire, or otherwise acquire any real or personal property and any rights or privileges over or in respect of it,
- 3 16 to receive money on deposit on such terms as the directors may approve,
- 3 17 to invest and deal with the moneys of the Company in such manner as may from time to time be determined by the directors,
- 3 18 to lend money or give credit with or without security,
- 3 19 to borrow or raise or secure the payment of money in such manner as the directors shall approve and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities,
- 3 20 to enter into swaps and derivatives and any other interest rate or foreign exchange hedging agreement or arrangements,
- 3 21 to remunerate any person for services rendered or to be rendered, in placing or underwriting, or assisting to place or underwrite, or guaranteeing the placing or procuring the underwriting of, any of the securities of the Company or of any company in which this Company may be interested or propose to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of securities of the Company credited as paid up in full or in part, or otherwise,

- 3 22 to subscribe for either absolutely or conditionally or otherwise acquire and hold interests in, or securities of, any other company and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest,
- 3 23 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments,
- 3 24 to sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the directors shall approve, and, in particular, for securities (whether fully or partly paid up) of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over or turn to account or otherwise deal with all or any part of the property or rights of the Company,
- 3 25 to adopt such means of making known the businesses and products of the Company as may in the opinion of the directors seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations,
- 3 26 to support, subscribe or contribute to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its directors, officers or employees, or the directors, officers and employees of any company which at any time is or was a subsidiary, subsidiary undertaking or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessors in business of any of them, or which may be connected with any town or place where the Company carries on business and to subsidise or assist any association of employers or employees or any trade association To grant or procure the grant of donations, pensions, gratuities, annuities, allowances or other benefits or charitable aid and generally to provide advantages, facilities and services to any person (including any directors, officers or employees or former directors, officers or employees) who may have served the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessors in business of any of them or to the wives, children or other dependants or relatives of such persons, to make advance provision for the payment of such donations, pensions, gratuities or annuities as aforesaid by establishing or exceeding to such trusts, schemes or arrangements (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements, and to make payments towards insurance for the benefit of such persons or to their wives, children or other dependants or relatives,

- 3 27 to establish and contribute to any scheme for the purchase or subscription by trustees of securities in the Company to be held for the benefit of the employees of the Company, of its holding company, or of any subsidiary or subsidiary undertaking of the Company or its holding company, and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for securities in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them,
- 3 28 to apply for, promote and obtain any Act of Parliament order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may in the opinion of the directors seem expedient, and to oppose any proceedings or applications which may in the opinion of the directors seem calculated directly or indirectly to prejudice the Company's interests,
- 3 29 to establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit,
- 3 30 to distribute among the shareholders in specie any of the property of the Company or any proceeds of sale or disposal of any property of the Company and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with any sanction for the time being required by law,
- 3 31 to purchase and maintain insurance for the benefit of any person who is an officer, director or employee, or former officer, director or employee, of the Company or of a subsidiary of the Company or in which the Company has an interest whether direct or indirect or who is or was trustee of any retirement benefits scheme or any other trust in which any such officer, director or employee or former officer, director or employee is or has been interested indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against,
- 3 32 to amalgamate with any other company,
- 3 33 to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, sub-contractors or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place,
- 3 34 to carry on any other activity and do anything of any nature which in the opinion of the Board of Directors of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking,

property or assets or otherwise to advance the interests of the Company or of its members, and

- 3 35 to do any other things which in the opinion of the directors of the Company are, or may be, incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers

The objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded and construed as separate, distinct and independent objects shall not be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any trade or business carried on by the Company, or by the fact that at any time the Company is not carrying on any trade or business. None of the paragraphs of this Clause or the objects or powers specified or conferred in or by them are deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph, but the Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company

In this Clause -

"Act" means the Companies Act 1985, and any reference to any provision of the Act is deemed to include a reference to any modification or re-enactment of that provision for the time being in force,

"company" (except where used in reference to the Company) shall include any person or partnership (whether a general partnership, limited partnership or limited liability partnership) or other body of persons whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere and whether incorporated or unincorporated,

"holding company" has the meaning set out in section 736 of the Companies Act 1985,

"person" includes any company as well as any other legal or natural person,

"securities" includes, without limitation, shares, stocks and all other types of equity securities, debentures, debenture stock and all other types of debt securities and interests in partnerships (whether general partnerships, limited partnerships or limited liability partnerships),

"subsidiary" has the meaning set out in section 736 of the Companies Act 1985,

"subsidiary undertaking" has the meaning set out in section 258 of the Companies Act 1985, and

words denoting the singular number only include the plural number and vice versa

- 4 The liability of the members is limited

- ~~5- The share capital of the Company is £1,000 divided into 1,000 Shares of £1 each and the Company shall have power from time to time to divide the original or any increased capital into classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions~~

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 Subscribers	Number of Ordinary shares of £1.00 each taken by each subscriber
Pinsents Director Limited 1 Park Row Leeds LS1 5AB	1
Total Shares	1

Dated 16 September 2004