



FILE COPY

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

Company No. 6853461

The Registrar of Companies for England and Wales hereby certifies that

OPRL LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House on **20th March 2009**



N06853461K



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THE COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

of

OPRL LIMITED

Company Number:

Incorporated on: 2009

shoosmiths

Waterfront House
Waterfront Plaza
35 Station Street
Nottingham
NG2 3DQ
Tel: 08700 865000
Fax: 08700 865001
E-Mail: nottingham@shoosmiths.co.uk
Ref. MML.095294.000004

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THE COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

OPRL LIMITED

823690

FRIDAY



A29 *AGHSV8BD* 20/03/2009 23
COMPANIES HOUSE

- 1 The name of the company is OPRL Limited (the "**Company**").
- 2 The registered office of the Company is to be situated in England and Wales.
- 3 The objects for which the Company is established are:
 - a) the establishment, operation and administration of an on-pack recycling scheme to promote the recycling of consumer packaging (the "**Scheme**") and all activities ancillary thereto including (without limitation) the production, promotion, distribution and monitoring of information and services relating to the Scheme or other similar matters;
 - b) to facilitate the granting of sublicenses to any parties wishing to use the Scheme and to promote the success of the Scheme; and
 - c) to properly and effectively administer the income and expenditure of the Company to promote the success of the Scheme and to support the objects set out in 3(a) and 3(b) above,

and the Company shall have the following powers:

- 3.1 to purchase, take on lease, or in exchange, hire or otherwise acquire, hold, develop, sell, hire out, grant leases or licences or otherwise dispose of or deal with real and personal property of all and any kinds and any interest, right or privilege in it, and maintain and alter buildings or erections for such consideration and on such terms as may be considered expedient;
- 3.2 to organise, fund, convene or hold conferences, meetings, lectures, classes and courses and provide facilities for the same, either alone or with others;
- 3.3 to purchase, subscribe for or otherwise acquire, and hold and deal with, any shares, stocks, debentures, bonds or securities of any other company;
- 3.4 to sell or otherwise dispose of the whole or any part of the business and/or undertaking of the Company, either together or in portions for such consideration and on such terms as may be considered expedient;
- 3.5 to purchase or otherwise acquire and undertake, and to supervise and manage, all or any part of the business, property, assets and liabilities of any person or company;

- 3.6 to invest and deal with the monies of the Company not immediately required for the purpose of its business in or on such investments, securities or property and in such manner as may be considered expedient, and to dispose of or vary any such investments, securities or property subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.7 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 3.8 to lend or advance money or give credit to such persons or companies and on such terms as may be considered expedient, and to receive money on deposit or loan from any person or company;
- 3.9 to borrow or raise money on such terms and on such security as may be considered expedient and, in particular, but without limiting the generality of the foregoing, by the issue or deposit of debentures, and to secure the repayment of any money borrowed, raised or owing 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;
- 3.10 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 3.11 to give an indemnity for, or to guarantee, support or secure the performance of all or any of the obligations of any person or company whether by personal covenant or by mortgage, charge or lien on the whole or any part of the undertaking, property and assets of the Company both present and future, including its uncalled capital, or by all or any of such methods; and in particular, but without limiting the generality of the foregoing, to give an indemnity for, or to guarantee, support or secure whether by personal covenant or by any such mortgage, charge, or lien, or by all or any of such methods, the performance of all or any of the obligations (including the repayment or payment of the principal and premium of, and interest on, any securities) of any company;
- 3.12 to pay for any property, assets or rights acquired by the Company, and to discharge or satisfy and debt, obligation or liability of the Company on such terms as may be considered expedient;
- 3.13 to accept payment for any property, assets or rights disposed of or dealt with or for any services rendered by the Company, or in discharge or satisfaction of any debt, obligation or liability to the Company, either in cash or in shares, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in any other securities, or partly in one way and partly in another, and generally on such terms as may be considered expedient;
- 3.14 to form, promote, finance or assist any other company, whether for the purpose of acquiring all or any of the undertaking, property and assets of the Company or for any other purpose which may further the objects outlined above;
- 3.15 to apply for, purchase or otherwise acquire and hold, use, develop, sell, licence or otherwise dispose of or deal with patents, copyrights, designs, trade marks, secret processes, know-how and inventions and any interest in them;

- 3.16 to draw, make, accept, endorse, negotiate, discount, execute, and issue promissory notes, bills of exchange and other transferable or negotiable instruments and to operate bank accounts;
- 3.17 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation, registration and promotion of the Company;
- 3.18 to establish and maintain or procure the establishment and maintenance of, any pension superannuation funds or retirement benefit schemes (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances, emoluments and any other relevant benefits to any persons who are or were at any time in the employment or service of the Company or who may be or have been directors or officers of the Company and the wives, widows, families and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well being of, the Company or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object and without prejudice to the generality of the foregoing to act either alone or jointly as trustee or administrator for the furtherance of any of the aforesaid purposes;
- 3.19 to subscribe or donate to or guarantee money for any national, charitable, benevolent, public, general, political or useful object, and to undertake and execute any trusts the undertaking of which may be considered expedient, and either gratuitously or otherwise;
- 3.20 to enter into any arrangement with any Government or other authority, supreme, municipal, local or otherwise, and to obtain from any such Government or authority any rights, funding, grants, concessions, privileges, licences and permits, and to promote any legislation, as may be considered expedient;
- 3.21 to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 3.22 subject always to paragraph 5 below, to remunerate any person or company rendering service to the Company in any manner and to pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company and of any other company formed, promoted, financed or assisted by the Company, or which the Company shall consider to be in the nature of preliminary expenses in relation to the Company or any such other company, including the cost of advertising, commissions for underwriting, brokerage, printing and stationery, and the legal and other expenses of the promoters;
- 3.23 to carry on any business which, in the opinion of the directors of the Company, may seem capable of being conveniently carried on in connection with or as ancillary to any of the above businesses or calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects and to do all other things as may be incidental or conducive to the attainment of any of the objects of the Company;
- 3.24 to do all or any of the above things in any part of the world, either alone or in conjunction with others, and either as principals, agents, contractors, trustees or otherwise and either by or through agents, contractors, trustees or otherwise.

It is declared that:

3.24.1 where the context so admits, the word 'company' in this clause 3 shall be deemed to include any partnership or other body of persons whether or not incorporated and, if incorporated, whether or not a company within the meaning of the Companies Act 2006; and

3.24.2 that the objects specified in each of the sub-clauses of this clause 3 shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed in them) by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each defined the objects of a separate and distinct company.

4 The liability of members is limited.

5 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend or distribution to members of the Company and no member of its board of directors shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company save for expenses provided that nothing shall prevent any payment in good faith by the Company:

5.1 of reasonable and proper remuneration to any member officer or servant or secondee of the Company not being a member of its board of directors for any services rendered to the Company;

5.2 of reasonable and proper rent for premises demised or let by any member of the Company or of its board; and

5.3 of any premium in respect of any indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Company.

6 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

WE the person whose name and address is subscribed is desirous of being formed into a Company in pursuance of this Memorandum:

Name and address of the subscriber:

SIGNED for and on behalf of)

BRITISH RETAIL CONSORTIUM)

SR *SP Robertson*

Director

Subscriber's Address:

21 DARTMOUTH STREET
LONDON SW1H 9BP

in the presence of:

Witness signature

Antoine

Name

ANNE THERESE KALQUHOUN

Address

21 DARTMOUTH STREET

LONDON SW1H 9BP

Occupation

COMPANY SECRETARY

Date: 17 / 3 / 2009

THE COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

OPRL LIMITED

Company Number:

Incorporated on: 2009

shoosmiths

Waterfront House
Waterfront Plaza
35 Station Street
Nottingham
NG2 3DQ
Tel: 08700 865000
Fax: 08700 865001
E-Mail: nottingham@shoosmiths.co.uk
Ref. MML.095294.000004

COMPANY NO.:
THE COMPANIES ACTS 1985, 1989 AND 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
OPRL LIMITED

1 PRELIMINARY

In these Articles the following words and expressions have the following meanings:

1.1 Definitions

"the Acts"	the CA1985, CA1989 and CA2006 including any statutory modification or re-enactment thereof for the time being in force;
"address"	any postal or electronic address as defined in section 333(4) CA2006;
"Articles"	these articles of association, as altered from time to time by special resolution and "Article" shall be construed accordingly;
"Auditors"	the auditors from time to time of the Company;
"BRC"	British Retail Consortium (company 405720);
"CA1985"	the Companies Act 1985;
"CA1989"	the Companies Act 1989;
"CA2006"	the Companies Act 2006;
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"Company"	OPRL Limited;
"electronic form"	as defined in section 1168 of the CA2006;

“electronic means”	as defined in section 1168 of the CA2006;
“Director”	a Director of the company and the “Directors” means the Directors or any of them acting as the board of Directors of the Company;
“executed”	includes any mode of execution;
“First Directors”	those Directors appointed by the Subscriber Member as set out at Article 11.2;
“in writing”	includes, without limitation, electronic means of communications;
“office”	the registered office of the Company;
“Secretary”	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;
“Subscriber Member”	the subscriber to the Memorandum of Association, being the BRC; and
“the UK”	Great Britain and Northern Ireland.

1.2 In these Articles:

- 1.2.1 unless expressly defined in the Articles, words or expressions that are defined in the CA2006 bear the same meaning as in the CA2006;
- 1.2.2 words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include corporations;
- 1.2.3 headings and marginal notes are inserted for convenience only and do not affect the construction of these Articles;
- 1.2.4 the word “Directors” in the context of the exercise of any power contained in these Articles includes any committee consisting of one or more Directors to which or, as the case may be, to whom the power in question has been delegated;
- 1.2.5 powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them;
- 1.2.6 no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation;
- 1.2.7 except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power;

1.2.8 the regulations contained in Table A and Table C of the Companies (Table A to F) Regulations 1985 (as amended or re-enacted or modified by any other provisions (whether before or after the date hereof) from time to time) shall not apply to the Company and the articles of association of the Company shall be as set out in these Articles; and

1.2.9 references to particular provisions of any of the Acts or any other statute shall be construed as references to those provisions and every statutory modification or re-enactment thereof for the time being in force.

2 MEMBERS

2.1 The Subscriber Member and such other persons as are admitted to membership in accordance with these Articles shall be members of the Company. No person shall be admitted as a member of the Company unless such person is approved by the Subscriber Member. Every person who wishes to become a member shall deliver to the Company a written application to become a member in such form as the Directors require to be executed.

2.2 A member may at any time withdraw from the Company on giving 3 months notice and by obtaining the written agreement of the Subscriber Member, with such agreement not to be unreasonably withheld. Membership shall only be transferable with the written agreement of the Subscriber Member and in the case of an individual member membership shall cease on death.

2.3 The Subscriber Member may at its discretion terminate the membership of any member but the requirements of natural justice shall be respected and a member shall be entitled to be heard in his own defence.

3 GENERAL MEETINGS

3.1 The Company shall not be required to hold an annual general meeting of its members.

3.2 The Directors may call general meetings and, on the requisition of the members, shall proceed to convene a general meeting pursuant to the provisions of section 304 CA2006. If there are not within the UK sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting.

4 NOTICE OF GENERAL MEETINGS

4.1 A general meeting called for the passing of an ordinary or a special resolution shall be called by at least 14 clear days' notice in writing but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all the members.

4.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. Subject to the provisions of the Articles the notice shall be given to all the members and to the Directors and auditors.

4.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

5 PROCEEDINGS AT GENERAL MEETINGS

- 5.1 No business shall be transacted at any meeting unless a quorum is present. A quorum shall be the Subscriber Member or a proxy or a duly authorised corporate representative for such member. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine.
- 5.2 The chairman, if any, of the board of Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.
- 5.3 If no Director is willing to act as chairman, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.
- 5.4 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 5.5 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 5.6 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Acts, a poll may be demanded:
- 5.6.1 by the chairman; or
 - 5.6.2 by at least 2 members having the right to vote at the meeting; or
 - 5.6.3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting,
- and a demand by a person as proxy or a corporate representative for a member shall be the same as a demand by the member.
- 5.7 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 5.8 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

- 5.9 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 5.10 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.
- 5.11 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 5.12 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 5.13 Subject to the provisions of the CA2006 a resolution in writing executed by or on behalf of a simple majority in the case of an ordinary resolution and a 75% majority in the case of a special resolution of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.
- 5.14 Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

6 VOTES OF MEMBERS

- 6.1 Every member of the Company shall have one vote and no more. A member may vote either personally (or by a duly authorised corporate representative in the case of a corporate member) or by proxy (whether on a poll or otherwise).
- 6.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 6.3 A member may appoint more than one proxy to attend on the same occasion.
- 6.4 The appointment of a proxy shall be in writing executed by or on behalf of the appointor. A proxy need not be a member of the Company.
- 6.5 The proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

I/We of.....being a
 member/members of the Company hereby appoint of
 or failing
 him..... of
as my/our proxy to vote in my/our

name[s] and on my/our behalf at the general meeting of the Company to be held onand at any adjournment thereof.

Signed:

Date:

- 6.6 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall contain the following clause (or a clause as near thereto as circumstances allow or any other clause which is usual or which the Directors may approve):

This form is to be used in respect of the resolutions mentioned below as follows: Instructions to proxy

Resolution	For	Against

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

- 6.7 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

6.7.1 in the case of an instrument in writing, be left at or sent by post or facsimile transmission to the office or at such other place within the UK as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

6.7.2 in the case of an appointment made by electronic means, where an address has been specified for the purpose of receiving communications in electronic form:

- a) in the notice covering the meeting, or
- b) in any instrument of proxy sent out by the Company in relation to the meeting, or
- c) in any invitation contained in electronic form to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

- 6.7.3 in the case of a poll taken more than 48 hours after it is demanded, be left at or sent by post or facsimile transmission or electronic form to the address or place or at such other place within the UK as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- 6.7.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Director,
- 6.7.5 and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid unless, at the absolute discretion of the Directors, such invalid appointment of proxy is accepted as valid by the Directors.
- 6.8 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in electronic form, at the address at which the appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 6.9 An instrument appointing a proxy shall be deemed to include the right to demand, or join in demanding, a poll. The instrument of proxy shall also be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates. Deposit of an instrument of proxy does not preclude a member from attending and voting at the meeting to which it relates or any adjournment of that meeting.

7 NUMBER OF DIRECTORS

The number of Directors shall not be subject to any maximum. The minimum number of Directors shall be not less than 2, of which 2 Directors shall be appointed by the Subscriber Member as set out in Article 11.2.

8 ALTERNATE DIRECTORS

- 8.1 A Director (other than an alternate Director) may appoint any person willing to act and approved by resolution of the Directors, whether or not he is a Director of the Company, to be an alternate Director and may remove from office an alternate Director so appointed by him.
- 8.2 An alternate Director shall (except when absent from the UK when he may provide an alternative address for notice of meetings of the Directors or of committees of Directors and where he fails to do so he shall be treated as having waived his entitlement to notice) be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director.

- 8.3 A Director or any other person may act as alternate Director to represent more than one Director, and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents (and who is not present) in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 8.4 An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director and for the avoidance of doubt shall be entitled to reasonable expenses pursuant to Article 13.1 as if he were a director.
- 8.5 An alternate Director shall cease to be an alternate Director:
- 8.5.1 if his appointor ceases to be a Director; or
 - 8.5.2 if his appointor revokes his appointment pursuant to Article 8.1; or
 - 8.5.3 on the happening of any event which, if he were a Director, would cause him to vacate his office as Director; or
 - 8.5.4 if he resigns his office by notice to the Company.
- 8.6 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment.
- 8.7 The notice may be:
- 8.7.1 delivered personally to the Secretary or to a Director other than the Director making or revoking the appointment; or
 - 8.7.2 sent by post in a prepaid envelope addressed to the office or to another address designated by the Directors for that purpose or left at the office or such other address; or
 - 8.7.3 sent by electronic means to a number or address designated by the Directors for that purpose,
- and the appointment or removal shall take effect when the notice is deemed delivered in accordance with these Articles or on such later date (if any) specified in the notice.
- 8.8 Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

9 POWERS OF DIRECTORS

- 9.1 Subject to the provisions of the Acts, the Memorandum of Association of the Company and these Articles, the Directors may exercise all the powers of the Company.

10 DELEGATION OF DIRECTORS' POWERS

- 10.1 The Directors may delegate any of their powers to any committee provided it includes one or more Directors. The Directors may also delegate to any Director holding an executive office such of their powers as the Directors consider desirable to be exercised by him. In either case, any such delegation may be made upon such terms and conditions and with such

restrictions as they think fit, and either collaterally with or to the exclusion of their powers. The Directors may from time to time revoke, withdraw, alter or vary all or any of such powers.

- 10.2 Any Director or Directors appointed to a committee shall in his or their absolute discretion be entitled to co-opt up to 6 (or such other number as the Directors may from time to time determine) persons as additional committee members to assist the committee in its activities.

11 APPOINTMENT AND RETIREMENT OF DIRECTORS

- 11.1 The initial Directors of the Company shall be the First Directors.

- 11.2 The Subscriber Member shall be entitled to appoint or remove from office at any time a maximum of 2 persons who are willing to act as a Director and, subject to the provisions of these Articles, an alternate Director for each such Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

- 11.3 No other Directors shall be appointed, other than those appointed pursuant to Article 11.2 above, unless such appointments are approved by the Subscriber Member.

12 DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 12.1 A Director shall vacate his office as Director if:

12.1.1 he ceases to be a Director by virtue of any provision of the Acts or he becomes prohibited by law from being a Director; or

12.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

12.1.3 he is, or may be, suffering from mental disorder and either:

- a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or similar legislation in Scotland or outside the UK, or
- b) an order is made by a court having jurisdiction (whether in the UK or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

12.1.4 he resigns his office by notice to the Company; or

12.1.5 he shall for more than 6 consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated;

12.1.6 if, being a Director appointed by the Subscriber Member, he shall have been notified by the Subscriber Member that he ceases to be authorised to represent the Subscriber Member on the board of Directors of the Company;

12.1.7 if, being a Director appointed by a member, such member ceases to be a member.

13 REMUNERATION OF DIRECTORS

- 13.1 The Directors shall not be paid remuneration other than reasonable expenses incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties.

14 DIRECTORS' CONFLICT OF INTERESTS

- 14.1 The Directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest provided that, for this purpose, the Director in question and any other interested Director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.
- 14.2 Any authorisation given under Article 14.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised.
- 14.3 Where the Directors give authority under Article 14.1:
- 14.3.1 they may (whether at the time of giving the authority or subsequently) require that the relevant Director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at Directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant Director such other terms for the purpose of the authorisation as they think fit and:
- a) the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the authorisation; and
 - b) the relevant Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the CA2006 provided he acts in accordance with such terms;
- 14.3.2 they may provide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
- 14.3.3 the Directors may revoke or vary the authority at any time but this will not affect anything done by the relevant Director prior to such revocation in accordance with the terms of such authority.
- 14.4 A Director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the Directors pursuant to Article 14.1 (subject in any case to any limits or conditions to which such approval was subject).
- 14.5 Subject to any terms of an authorisation imposed pursuant to Article 14.1 and subject to Article 15 and compliance with sections 175, 177 and 182 CA2006, a Director is entitled to vote at any meeting of the Directors or of a committee of Directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or

indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and, in relation to any such resolution (whether or not he votes on the same), he is to be taken into account in calculating the quorum present at the meeting.

15 DIRECTORS' DECLARATION OF INTERESTS

- 15.1 A Director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other Directors before the Company enters into the transaction or arrangement in accordance with the CA2006.
- 15.2 A Director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other Directors as soon as is reasonably practicable in accordance with the CA2006, unless the interest has already been declared under Article 15.1.
- 15.3 Subject, where applicable, to the disclosures required under Article 15.1 and Article 15.2, and to any terms and conditions imposed by the Directors in accordance with Article 14, a Director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 15.4 A Director need not declare an interest under Article 15.1 and Article 15.2 as the case may be:
- 15.4.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - 15.4.2 of which the Director is not aware, although for this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware;
 - 15.4.3 if, or to the extent that, the other Directors are already aware of it, and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware; or
 - 15.4.4 if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

16 PROCEEDINGS OF DIRECTORS

- 16.1 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. Meetings of the Directors shall be held 4 times in every 12 month period (or with such lesser frequency as the Directors may, at their discretion, deem necessary or desirable) and on such other occasions as may be necessary or desirable, provided that the Company shall give not less than 7 days' prior notice of each meeting of the Directors to every Director. Such notice shall, where appropriate, be accompanied by an agenda specifying the business to be transacted at such meeting, except in an emergency (which shall be determined by a majority of the Directors) when no agenda shall be necessary and only reasonable notice to enable all Directors to be present shall be given. Any Director may waive notice of a meeting and any such waiver may be retrospective. Any Director for the time being absent from the UK, may provide an alternative address for notice of meetings of the Directors and where he fails to do so he shall be treated as having waived his entitlement to notice.
- 16.2 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote. A Director

who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of this appointor in addition to his own vote.

- 16.3 The quorum for the transaction of the business of the Directors shall be 2 with at least one Director being appointed by the Subscriber Member. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum. Any Director who ceases to be a Director at a Directors' meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Directors' meeting if no other Director objects.
- 16.4 A person entitled to be present at a meeting of the Directors shall be deemed to be present for all purposes if he is able (directly or by electronic means) to speak to and be heard by all those present or deemed to be present simultaneously. A Director so deemed to be present shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where it is convened to be held or (if no Director is present in that place) where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is. The word "meeting" in these Articles shall be construed accordingly.
- 16.5 The chairman of the board will be appointed by the Subscriber Member. The Director so appointed as chairman shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 16.6 Subject to any conditions imposed on the committee by the Directors, 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.
- 16.7 A committee shall, in the exercise of the powers delegated to it:
- 16.7.1 conform to any remit or regulations that are imposed upon them by the Directors; and
- 16.7.2 report upon its material decisions and proceedings to the next meeting of Directors.
- 16.8 A committee may meet and adjourn as it thinks proper. The chairman of a meeting of a committee shall be appointed by the Directors. If no such chairman is appointed, or if at any such meeting the chairman of the committee is not present within 5 minutes after the time appointed for the meeting, the members of the committee present may choose one of their number to be chairman of the meeting. Questions arising at any meeting shall be determined by a majority of votes of the committee members present. In the case of equality, the person chairing the committee shall have a second or casting vote.
- 16.9 All acts done by a meeting of Directors, or of a committee including Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director.
- 16.10 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by

his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

- 16.11 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself *shall be* final and conclusive.
- 16.12 The Subscriber Member may, invite such observers as they deem necessary or desirable to attend at meetings of the Directors. Observers will not count to any quorum or have any rights to vote in the meetings of the Directors.

17 SECRETARY

- 17.1 Subject to the provisions of the Acts, a Secretary may be appointed by the Directors and any Secretary so appointed may be removed by them.

18 MINUTES

- 18.1 The Directors shall cause minutes to be made in books kept for the purpose:
- 18.1.1 of all appointments of officers made by the Directors; and
- 18.1.2 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

19 ACCOUNTS

- 19.1 The Directors shall cause proper books of account to be kept with respect to:
- 19.1.1 all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- 19.1.2 all sales and purchase of goods and services by the Company; and the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the affairs of the Company and to explain its transactions.

- 19.2 The books of account shall be kept at the registered office of the Company or, subject to section 388 of the CA2006, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
- 19.3 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have the right of inspection of any account or book or document of the Company except as conferred by statute or authorised by the Directors.

20 NOTICES

- 20.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic means to an address for the time being notified for that purpose to the person giving the notice.

In this Article "notice" shall mean any notice, information, document, memorandum or the like.

- 20.2 The Company may give any notice to a member:

20.2.1 personally; or

20.2.2 by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address; or

20.2.3 by sending it using electronic means to an address for the time being supplied to the Company by the member for that purpose.

- 20.3 A member whose registered address is not within the UK and who gives to the Company an address within the UK at which notices may be given to him or an address to which notices may be sent using electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

- 20.4 A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

- 20.5 This Article applies to any notice to be given to or by any person pursuant to these Articles. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice sent by electronic means was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice sent by post shall be deemed given, if sent by first class post, on the day following that on which the envelope containing it was posted.

- 20.6 This Article applies to any notice to be given to or by any person pursuant to these Articles. A notice sent by electronic means to a member to an address supplied to the Company by the member for that purpose shall be deemed given 12 hours after the time of despatch or at such earlier time as receipt is acknowledged. A notice left at the registered address of a member shall be deemed given when delivered.

- 20.7 Any notice is validly sent or supplied by the Company to a member by being made available on a website if:

20.7.1 the member has agreed (generally or specifically) that the notice may be sent or supplied to him in that manner, or he is taken to have so agreed under Schedule 5 the CA2006, and in either case he has not revoked that agreement;

20.7.2 the Company has notified the intended recipient of:

- a) the presence of the notice on the website;
- b) the address of the website;
- c) the place on the website where it may be accessed;

- d) how to access the notice; and
- e) any other information prescribed by the CA2006 including, when the notice is a notice of a general meeting, that fact, the place, date and time of the meeting; and

20.7.3 the notice is available on the website throughout the period specified by any applicable provision of the CA2006 or, if no such period is specified, the period of 28 days starting on the date on which the notification referred to in this Article is sent to the relevant member.

20.8 Subject to the Acts, any notice that is sent or supplied otherwise than in hard copy or electronic form or by means of a website is validly sent or supplied if it is sent or supplied in a form or manner that has been agreed by the intended recipient.

21 WINDING UP

21.1 If on the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property or assets whatever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions (whether charitable or otherwise) having objects similar to the objects of the Company.

22 INDEMNITY

22.1 Subject to the provisions of the CA2006 (but so that this Article does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company shall:

22.1.1 without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any Director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to:

- a) the Company;
- b) any associated company; and
- c) any occupational pension scheme of which the Company or any associated company is a trustee,

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee; and

22.1.2 without prejudice to the provisions of this Article 22, purchase and maintain insurance of any person who is or was a Director or officer against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any

associated company or any occupational pension scheme of which the Company or any associated company is a trustee.

22.2 For the purposes of this Article 22, the expression "associated company" bears the same meaning as in section 256 of the CA2006.

Name and address of the subscriber:

SIGNED for and on behalf of

BRITISH RETAIL CONSORTIUM

)
) SR *SP Herbert*

Director

Subscriber's Address:

21 DARTMOUTH STREET
LONDON SW1H 9BP

in the presence of:

Witness signature

Anne Therese Colquhoun

Name

ANNE THERESE COLQUHOUN

Address

21 DARTMOUTH STREET

LONDON SW1H 9BP

Occupation

COMPANY SECRETARY

Date: 17/3/ 2009



Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

OPRL LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

2ND FLOOR

21 DARTMOUTH STREET

Post town

LONDON

County / Region

Postcode SW1H 9BP

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

✓

Agent's Name

SHOOSMITHS

Address

WATERFRONT HOUSE, WATERFRONT PLAZA

35 STATION STREET

Post town

NOTTINGHAM

County / Region

NOTTINGHAMSHIRE

Postcode NG2 3DQ

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Shoosmiths

Waterfront House, Waterfront Plaza, 35 Station Street,
NG2 3DQ

Tel 08700 865000

DX number 10104

DX exchange NOTTINGHAM

Companies House receipt date barcode

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

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

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

for companies registered in Scotland

**DX 235 Edinburgh
or LP - 4 Edinburgh 2**

Company Secretary (see notes 1-5)

Company name OPRL LIMITED

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s) ANNE THERESE

Surname COLQUHOUN

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

APARTMENT B KINGS RIDE HOUSE

PRINCE ALBERT DRIVE

Post town ASCOT

County / Region

Postcode SL5 8AQ

Country ENGLAND

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

Consent signature

Date

17/3/09

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

Forename(s) ROBERT LESLIE

Surname GORDON

Previous forename(s)

Previous surname(s)

Address ††

FLAT 2

34 GLENEAGLE ROAD

Post town LONDON

County / Region

Postcode SW16 6AP

Country ENGLAND

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Date of birth

Day Month Year

3 1 1 2 1 9 7 6

Nationality

BRITISH

Business occupation

ENVIRONMENT POLICY EXECUTIVE

Other directorships

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

Consent signature

Date

17/3/09

Notes

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

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

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

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

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

Address:

Give the usual residential address.

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

Subscribers:

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

2. Directors known by another description:

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

3. Directors details:

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

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

4. Other directorships:

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

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

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