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SC 333202

THE COMPANIES ACT 1985

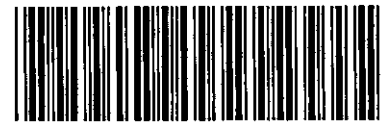
PRIVATE COMPANY LIMITED by SHARES

ARTICLES of ASSOCIATION

of

~~MILLER COLENTINA ONE (UK) LIMITED ("the Company")~~

MILLER (ARDENT HOUSE) Limited



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COMPANIES HOUSE

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("the Company")

1. DEFINITIONS AND INTERPRETATION

- 1 1 In these Articles, each of the following words and/or phrases shall have the meaning respectively ascribed to it, unless the context otherwise requires
- 1 1 1 "the 1985 Act" means the Companies Act 1985, as subsequently amended, varied, substituted and/or supplemented,
- 1 1 2 "the 2006 Act" means the Companies Act 2006, as subsequently amended, varied, substituted and/or supplemented,
- 1 1 3 "Articles" means these articles of association of the Company constituted by the following regulations, together with any duly authorised amendments, variations, substitutions and/or supplements from time to time,
- 1 1 4 "Director" means a director of the Company duly appointed in accordance with these Articles and, where the context so requires or admits, an alternate director,
- 1 1 5 "Regulation" means the appropriately numbered regulation in these Articles,
- 1 1 6 "Share" means any share forming part of the share capital of the Company,
- 1 1 7 "Table A" means Table A of the Companies (Tables A to F) Regulations 1985 as amended by SI 2007/2541 and SI 2007/2826,
- 1 1 8 "United Kingdom" means Great Britain and Northern Ireland,
- 1 1 9 "Working Day" means any day of the week which is neither (a) Saturday or Sunday nor (b) a local, public or statutory holiday
- 1 2 Unless the context otherwise requires, words or expressions contained in these Articles (which have not been expressly defined in Regulation 1 1) bear the same meaning as in the Act, but excluding any statutory modification thereof which was not in force when these Articles become binding on the Company

2. TABLE A

- 2 1 The regulations contained in Table A shall apply to the Company, save in so far as they are hereinafter modified or excluded or are inconsistent with these Articles. Such regulations (save in so far as so excluded or varied or inconsistent), together with the Articles hereinafter contained, shall be the regulations of the Company

- 2 2 Regulations 8, 24, 41, 59, 64, 65, 73 to 80 (inclusive), 94, 101, 111, 112, 115 and 118 of Table A shall not apply to the Company
- 2 3 For the purposes of these Articles and the Company, the regulations of Table A shall be varied as follows
 - 2 3 1 In the second sentence of Regulation 6, by the deletion of the phrase "sealed with the seal" and by the substitution, in its place, of the phrase "executed in accordance with the Act"
 - 2 3 2 By the addition at the end of the first sentence in Regulation 18 of the words "and all costs and expenses incurred by the Company as a result of the failure to pay the call"
 - 2 3 3 By the addition at the end of the first sentence of Regulation 40 of the words "at the time when the meeting proceeds to business"

3. SHARES

- 3 1 The Shares shall be under the control of the Directors and the Directors are generally and unconditionally authorised to allot, issue, grant options over, otherwise deal with or dispose of any unissued Share (including, but not limited to, any redeemable Share) of the Company and/or (as applicable) any relevant securities (as defined in section 80(2) of the 1985 Act) or any equity securities (as defined in section 560 of the 2006 Act) of the Company to such persons (including any Director) and generally on such terms, at such times, for such consideration and in such manner as they think fit
- 3 2 The general authority conferred by Regulation 3 hereof shall extend to all Shares of the Company and/or equity securities from time to time unissued during the currency of such authority. The maximum nominal amount of share capital which the Directors may allot or otherwise dispose of in accordance with Regulation 3 shall be the nominal amount of equity securities at the date of incorporation of the Company or the aggregate nominal amount of the unissued Shares of the Company from time to time during the duration of this authority. The said general authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by ordinary resolution of the Company in general meeting
- 3 3 The Directors shall be entitled under the general authority conferred by Regulation 3 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require Shares to be allotted after the expiry of such authority
- 3 4 In accordance with (as applicable) section 91 of the 1985 Act or section 567 of the 2006 Act, (as applicable) sections 89(1) and 90(1) to 90(6) (inclusive) of the 1985 Act or sections 561(1) and 562(1) to 562(5) (inclusive) of the 2006 Act shall be excluded from applying to the Company, and the Directors shall be entitled to allot (as applicable) relevant securities in accordance with section 95 of the 1985 Act or equity securities in accordance with sections 570, 571, 572 and 573 of the 2006 Act

4. LIEN

The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share. The Company shall also have a first and paramount lien on all Shares (whether or not fully paid) standing registered in

the name of any member, whether solely or one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Regulation. The Company's lien on a Share shall extend to any dividend or other amount payable in respect of it.

5. TRANSFER OF SHARES

- 5 1 The Directors shall have an absolute right, without assigning any reason therefor, to refuse to register any transfer of a Share (whether fully paid or not)
- 5 2 Subject to any restrictions in these Articles on the transfer of Shares, any member holding Shares may transfer any or all such Shares in any usual written form, or in any such form as the Directors may approve, and such transfer shall be executed by or on behalf of the transferor and, except where the Share is fully paid, also by the transferee

6. GENERAL MEETINGS

- 6 1 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved, and, in any other case, it shall stand adjourned to such day and at such time and place as the Directors may determine and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum
- 6 2 Where the Company has only a single member, the quorum shall be one
- 6 3 A poll may be demanded at any general meeting by any member entitled to vote thereat. Regulation 46 of Table A shall be modified accordingly
- 6 4 On a show of hands or on a poll, votes may be given either personally or by proxy or, if a company, by a duly authorised corporate representative
- 6 5 A resolution in writing executed by or on behalf of all the members entitled to vote upon such resolution as if it had been proposed at a general meeting shall be 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. Such resolution shall be effective on the date it is signed by all the relevant members or where there are several documents, on the date the last member signed the resolution. It shall not be necessary for any written resolution passed in the terms of this Regulation to be referred to or approved by the Company's auditors

7. DIRECTORS

- 7 1 Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall not be subject to any maximum and the minimum number of Directors shall be one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles and (save in so far as so excluded or varied or inconsistent, as aforesaid) Table A
- 7 2 The Directors shall not be subject to retirement by rotation and any reference thereto in Table A shall be modified accordingly

- 7 3 A Director shall not be required to hold any Share in the Company in order to qualify for office as a Director but he shall be entitled to receive notice of and to attend and speak at any general meeting of the Company or any meeting of any class of members of the Company Regulations 38 and 112 of Table A shall be modified accordingly
- 7 4 The Company may, by ordinary resolution, appoint a person who is willing to act as a Director, either to fill a vacancy or as an additional Director
- 7 5 The Directors may, by ordinary resolution, appoint a person who is willing to act as a Director, either to fill a vacancy or as an additional Director
- 7 6 There shall be no age limit for Directors of the Company
- 7 7 Any Director may participate in a meeting of the Directors, or a committee of the Directors, by means of a telephone conference or other such conference communication facility by which all persons participating in the meeting can hear and speak with each other, and participation in this way shall constitute presence in person of the Director and accordingly such Director shall be counted towards the quorum and in any voting at such meeting A telephone conference meeting shall be regarded as being held in the place where the largest number of Directors are present, or if not possible, where the Chairman is present
- 7 8 A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest in the manner required by (as applicable) section 317 of the 1985 Act or sections 182 to 187 of the 2006 Act and (save in so far as so excluded or varied or inconsistent, as aforesaid) Table A A Director may vote in respect of any such contract or proposed contract and, if he does so vote, his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the board of Directors for consideration Regulations 84, 85, 94, 95, 96 and 97 of Table A shall be modified accordingly

8. ALTERNATE DIRECTORS

- 8 1 Any Director, other than an alternate Director, shall be entitled to appoint any other Director (or any other person approved by the Directors) to be that Director's alternate and shall be entitled to remove from office such an alternate but shall intimate the removal to the Directors without delay
- 8 2 Where an alternate Director is also a Director in his own right, or acts as an alternate Director for more than one Director, such alternate Director shall have one vote for every Director represented by that Director in addition to that Director's own vote
- 8 3 Where two or more Directors are required to constitute a quorum, an alternate Director (notwithstanding that that Director may be the alternate Director for a number of Directors) shall not, alone, constitute a quorum and shall only act in conjunction with, at least, one Director or another alternate Director

9. BORROWING POWERS

- 9 1 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, assets and uncalled capital, or any part thereof, and issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

- 9.2 Any debentures, bonds or other instruments or securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares or otherwise as the Directors may from time to time determine

10. THE SEAL

- 10.1 Until the Directors otherwise resolve, the Company shall not have a seal. The Directors may at any time and from time to time revoke or remake any such resolution. If at the time the Company has a seal, the seal of the Company shall not be affixed to any instrument except with the authority of the Directors or a committee of the Directors authorised by the Directors. The Directors or any such committee may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Director and by the secretary or by a second Director.
- 10.2 In accordance with (as applicable) section 39 of the 1985 Act or section 49 of the 2006 Act, the Company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom.

11. NOTICES

- 11.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be given in legible written form either by facsimile ("fax"), by pre paid first class post or registered post ("post") or by pre paid delivery including courier delivery ("delivery") to the contact address last notified to the sender.
- 11.2 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him 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.
- 11.3 The service of any notice shall be evidenced and deemed to have been received as follows:
- 11.3.1 In the case of post, proof that the envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to have been received at the expiration of 24 hours after the envelope containing it was so posted,
- 11.3.2 In the case of a fax, notice shall be deemed to have been received one hour from the time of dispatch of the fax, evidenced by the relevant successful transmission fax report,
- 11.3.3 In the case of delivery, notice shall be deemed to have been delivered 2 hours after delivery to the addressee's address.

12. INDEMNITY

- 12.1 Every Director, alternate Director, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained

or incurred by him in the execution or discharge of his duties or in the exercise of his powers or otherwise in connection with his office, including, but without prejudice to the foregoing, any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the charge is found not proven or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or (b) in connection with any application in which relief is granted to him by any court, under the 2006 Act and/or otherwise, from liability in respect of any act or omission done or alleged to be done (or not done) by him as an officer or employee of the Company

- 12.2 The Directors shall have power to purchase and maintain for any Director, alternate Director, secretary, officer or auditor of the Company insurance against any such liability

13. GOVERNING LAW

These Articles shall be governed by and construed in accordance with the laws of Scotland and the Company, its officers and its members from time to time prorogate the non exclusive jurisdiction of the Scottish courts

NAMES, ADDRESSES AND DESCRIPTIONS of SUBSCRIBERS	NUMBER OF SHARES taken by each SUBSCRIBER
PAMELA JUNE SMYTH, company secretary, on behalf of MILLER HOLDINGS (INTERNATIONAL) LIMITED, Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	TWO

Dated 29th day of October 2007



WITNESS to the above signature

PAMELA SHEILA WOODMAN
Miller House
2 Lochside View
Edinburgh Park
Edinburgh
EH12 9DH



THE COMPANIES ACT, 1985

PRIVATE COMPANY LIMITED by SHARES

MEMORANDUM of ASSOCIATION COMPANIES HOUSE

of

~~MILLER COLENTINA ONE (UK) LIMITED ("the Company")~~

MILLER (ACCENT HOUSE) LIMITED ("the Company")

- 1 The name of the Company is ~~MILLER COLENTINA ONE (UK) LIMITED~~
MILLER (ACCENT HOUSE) LIMITED
- 2 The Registered Office of the Company will be situated in Scotland
- 3 The objects for which the Company is established are
 - 3 1 To carry on the business of a general commercial company undertaking any trade, profession, manufacturing process or other business enterprise whatsoever without limitation to specific modes of commercial structure or development, in any part or parts of the world
 - 3 2 To act as merchants, bankers, financiers, traders, manufacturers, contractors, developers, commission agents or in any other capacity in any part or parts of the world and generally to carry on any trade or business, whether subsidiary or not, which may, in the opinion of the Company, be carried on in connection with the objects specified in sub clause 3 1 hereof or be calculated, directly or indirectly, to enhance the value of or render profitable any of the property or rights of the Company, or which may in any way be, in the opinion of the Company, to its advantage
 - 3 3 To purchase, acquire, lease, sub lease, license, exchange, hire, hold, own, sell, transfer or dispose of any real/hentable or personal, moveable or immoveable, corporeal or incorporeal, tangible or intangible, property, assets, rights, business, undertaking and/or liabilities of any kind whatsoever in Great Britain and/or in any other part or parts of the world, including (but not limited to) real estate, land, buildings, heritage, hentable or real rights or interest, patent rights, know how, licences, machinery, plant, shares or any other interest in any other company, in each case on such terms and for such consideration as the Company may think fit
 - 3 4 To acquire, purchase, take over and/or undertake the whole or any part or parts of the business, property, assets, rights, undertaking and/or liabilities of any person or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as, directly or indirectly, to benefit the Company or to advance its interests generally
 - 3 5 To establish or promote, or concur in establishing or promoting, any company or companies for the purpose of acquiring all or any of the business, property, assets, rights, liabilities and/or undertaking of the Company or for any other purpose which may be, directly or indirectly, calculated to benefit the Company and to place or

guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures securities of any such other company

- 3 6 To borrow, raise finance and secure the payment of money or any financial obligations in such manner as the Company may think fit, including (but not limited to) by the issue of debentures or debenture stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised or owing by the granting of a heritable security, mortgage, charge and/or lien upon all or any of the property or assets of the Company (both present and future), including (but not limited to) its uncalled capital, and also by a similar heritable security, mortgage, charge and/or lien to secure and guarantee the performance by the Company of any obligation undertaken by the Company or any other person or company as the case may be
- 3 7 To issue at par or on a premium and subject to such rights, powers, privileges and conditions as the Company may think fit, shares, debentures, debenture stock or any other form of equity or loan stock
- 3 8 To guarantee, grant caution, indemnify or support or secure the performance of all or any of the obligations of the Company or of any subsidiary or holding company of the Company or of any other person and to guarantee the performance of any contract or obligation and the payment of money to or by any such persons or companies and generally to give guarantees and indemnities or enter into cautionary obligations
- 3 9 Without prejudice to the generality, to promote the interests of any company, including any company which is for the time being the subsidiary, holding company or subsidiary of any holding company of the Company, in any manner whatsoever, and in particular by paying or discharging the liabilities thereof or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities and by giving any security or charge for any such indemnity or guarantee or for the payment of money or performance of obligations by any such company as aforesaid, either with or without consideration and whether or not any benefit flows to the company other than the promotion of such interests as aforesaid, to the intent that the promotion of the interests of any such company as aforesaid shall be a power of the Company
- 3 10 To mortgage, encumber, charge and/or grant pledges or liens or other securities of any type whatsoever over the whole or any part or parts of the property, assets, business and/or undertaking of the Company, including (but not limited to) any uncalled capital of the Company
- 3 11 To take deposits and receive money
- 3 12 To lend and advance money or give credit to any person or company upon such terms as the Company may approve and to receive and accept the benefit of any guarantee or warranty from any third person
- 3 13 To draw, make, endorse, accept, negotiate, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments
- 3 14 To invest and deal with all monies and funds not immediately required for the purposes of the Company's business in such manner as may from time to time be determined

- 3 15 To form, promote, finance or assist any other person whether for the purposes of acquiring all or any of the business, undertaking, property, assets, rights and/or liabilities of the Company or for any other purpose which may be considered expedient
- 3 16 To subscribe for, take, purchase, acquire, exchange, hold, own, sell, transfer or dispose of shares, stock, debentures and/or other securities of any other company (whether or not such company has objects altogether or in part similar to those of the Company) and to act as a holding company
- 3 17 To develop, hold, apply for, purchase, use, sell, licence or otherwise dispose of or deal with copyrights, designs, patents, trademarks and all other intellectual property
- 3 18 To accept payment for any property, assets or rights sold or otherwise disposed of or dealt with by the Company either in cash in full, or by instalments, or in fully or partly paid up shares of any company, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or loan stock, mortgages or other securities of any company or partly by one method and partly by another, on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired
- 3 19 To amalgamate, merge, enter into any partnership or other arrangement for sharing profits, joint venture, union of interest, joint adventure, reciprocal concession or other form of co operation with any person or company
- 3 20 To distribute among the members, in specie, any property of the Company or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting to a reduction of capital be made, without the sanction (if any) for the time being required by law
- 3 21 To give, directly or indirectly, any kind of financial assistance to any company, subject to and in accordance with the provisions of the applicable legislation in the relevant jurisdiction(s)
- 3 22 To establish and maintain or procure the establishment and maintenance of any contributory or non contributory pension or superannuation fund(s) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being, or was previously, a subsidiary of the Company or a holding company of the Company or is or was allied to or associated with the Company or any subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any such other company as aforesaid, and make payment to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid
- 3 23 To subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects

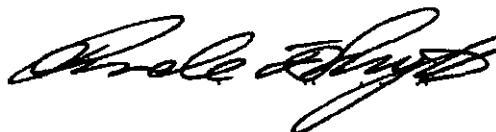
- 3 24 To act as agents, brokers and/or trustees for any person or company and to undertake or perform sub contracts and to do all or any of the above things in any part of the world, whether alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and/or by or through agents, contractors, trustees or otherwise
- 3 25 To vest any heritable or moveable property, rights or interests acquired by the Company or belonging to it in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company
- 3 26 To take out and maintain such insurance policies as the Company may think fit and to pay the premiums and other expenses relating thereto
- 3 27 To enter into any arrangement with any government or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the objects of the Company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith
- 3 28 To pay for any rights or property acquired by the Company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities credited as paid up in full or in part or otherwise
- 3 29 To establish branches and agencies in Great Britain and elsewhere in the world for the purposes of the Company
- 3 30 To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them
- 3 31 To purchase or otherwise acquire on such terms and in such manner as the Articles of the Company from time to time provide any shares in the Company's capital
- 3 32 To pursue or do any and/or all of the above objects of the Company in any part or parts of the world, whether alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and/or by or through agents, contractors, trustees or otherwise
- 3 33 The objects specified in each sub clause of this clause 3 shall be regarded as independent objects and, accordingly, shall in no way be limited or restricted (except where otherwise expressly stated) by reference to or inference from (a) the terms of any other sub clause of these memorandum of association, (b) the name of the Company, (c) the nature of the business previously, currently or in the future carried out by the Company and/or (d) the order in which the objects are stated, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said sub clauses defined the objects of a separate and distinct company
- 3 34 In this clause 3
- 3 34 1 References to a "person" include any natural person or any legal person, body or organisation incorporated or unincorporated and any other person,
- 3 34 2 References to "other" and "otherwise" shall not be construed eiusdem generis where a wider construction is possible

- 4 The liability of the members is limited
- 5 The share capital of the Company is £100 divided into 100 shares of £1 each, with power to increase the capital and to consolidate or divide the shares in the capital (whether original or increased) into classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions

I, the person whose name and address is subscribed below, am desirous of being formed into a Company in pursuance of this memorandum of association, and I agree to take the number of shares in the capital of the Company set opposite my name

NAMES, ADDRESSES AND DESCRIPTIONS of SUBSCRIBERS	NUMBER OF SHARES taken by each SUBSCRIBER
PAMELA JUNE SMYTH, company secretary, on behalf of MILLER HOLDINGS (INTERNATIONAL) LIMITED, Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH	TWO

Dated 29th day of October 2007



WITNESS to the above signature

PAMELA SHEILA WOODMAN
 Miller House
 2 Lochside View
 Edinburgh Park
 Edinburgh
 EH12 9DH

