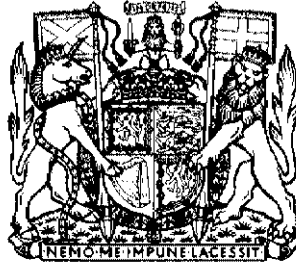


File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 340811

The Registrar of Companies for Scotland hereby certifies that
TRAINEE BRITAIN 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 4th April 2008



NSC3408118



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

340811

Company name

TRAINEE BRITAIN LIMITED

I,

ABERGAN REED LTD

of

**IFIELD HOUSE BRADY ROAD
LYMINGE
FOLKESTONE
KENT
CT18 8EY**

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House
— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: **03/04/2008**



XRR11YKZ

*Company Name
in full:* **TRAINEE BRITAIN LIMITED**

*Proposed Registered
Office:* **UNITS 15-17 THE WHINS
ALLOA BUSINESS CENTRE
ALLOA
CLACKMANNANSIRE
SCOTLAND
FK10 3SA**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **1ST FOR BUSINESS LIMITED**
Agent's Address: **INGLES MANOR CASTLE HILL AVENUE
FOLKESTONE
KENT
ENGLAND
CT20 2RD**

Company Secretary

Name **ABERGAN REED NOMINEES LIMITED**

Address: **IFIELD HOUSE BRADY ROAD
LYMINGE
FOLKESTONE
KENT
CT18 8EY**

Consented to Act: **Y** *Date authorised* **04/04/2008** *Authenticated:* **YES**

Director 1:

Name **ABERGAN REED LTD**

Address: **IFIELD HOUSE BRADY ROAD
LYMINGE
FOLKESTONE
KENT
CT18 8EY**

Consented to Act: **Y** *Date Authorised:* **04/04/2008** *Authenticated:* **YES**

Director 2:

Name **ABERGAN REED NOMINEES LIMITED**

Address: **IFIELD HOUSE BRADY ROAD
LYMINGE
FOLKESTONE
KENT
CT18 8EY**

Consented to Act: **Y** *Date Authorised:* **04/04/2008** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **subscriber** *Date Authorised:* **03/04/2008** *Authenticated:* **Yes**

The Companies Acts 1985 to 1989

The Companies Act 2006

**Company Limited by Guarantee
and not having a share capital**

Memorandum of Association

of

TRAINEE BRITAIN LIMITED

1. The name of the Company is TRAINEE BRITAIN LIMITED.
2. The registered office of the Company will be situated in Scotland.
3. The objects for which the Company is established are:-
 - (a) To carry on business as a non profit organisation.
 - (b) To carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly to benefit the Company or enhance the value of or render profitable any of the Company's property or rights or is required by any customers of or persons dealing with the Company.
 - (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - (d) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - (e) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
 - (f) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person included any holding company, subsidiary or fellow subsidiary company in any manner.
 - (g) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
 - (h) To draw, make, accept, endorse, discount, negotiate, execute and issue

cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

- (i) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (j) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- (k) To give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are to have been employed by, or who are serving or have served the Company, and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependents.
- (l) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

In carrying out the aforesaid objects the Company shall have regard to promoting the physical, mental and spiritual well being of the community.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in each sub-clause or from the name of the Company. None of each sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. 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 thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company:

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) of any interest on money lent by any Member of the Company or any Director at a reasonable and proper rate;
- (c) of reasonable and proper rent for premises demised or let by any Member of the Company or any Director; and
- (d) to any Director of out-of-pocket expenses.

5. The liability of the Members is limited.

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

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Company, but shall be given or transferred to some other institution (charitable or otherwise) having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to its or their members. Such institutions to be determined by the members of the Company at or before the time of dissolution.

We, the several persons whose Names and Addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES AND ADDRESSES OF SUBSCRIBERS

Abergan Reed Nominees Limited
Ingles Manor
Castle Hill Avenue
Folkestone
Kent

Abergan Reed Limited
Ingles Manor
Castle Hill Avenue
Folkestone
Kent

DATED 3 April 2008

The Companies Acts 1985 to 1989

The Companies Act 2006

**Company Limited by Guarantee
and not having a share capital**

Articles of Association

of

TRAINEE BRITAIN LIMITED

PRELIMINARY

1. Regulations 2 to 35 inclusive, 41, 54, 55, 57, 59, 81, 90, 100, 102 to 110 inclusive, 114, 116 and 117 of Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F)(Amendment) Regulations 1985, The Companies Act 1985 (Electronic Communications) Order 2000, The Companies (Tables A to F)(Amendment) Regulations 2007 and The Companies (Tables A to F)(Amendment)(No.2) Regulations 2007 so far as it relates to private companies limited by shares (such Table being hereinafter called "Table A"), shall not apply to the Company but the Articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the Articles of Association of the company.

INTERPRETATION

2. In regulation 1 of Table A the definition of "the holder" shall be omitted.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

Any reference herein to the provisions of any Act shall extend to and include any amendment or re-enactment of or substitution for the same effected by any subsequent enactment.

MEMBERSHIP

3. The number of Members of the Company shall be unlimited and the Directors may from time to time determine such classes of membership as the Directors shall see fit providing that the classification of such membership is designed to further the aims and objects of the Company. The subscribers to the Memorandum of Association 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 a Member of the Company unless he is approved by the Directors. Every person who wishes to become a Member shall deliver to the Company an application for membership in such form as the Directors require executed by him. Any corporation which is a Member of the Company may by resolution of its directors or other governing body:-

(1) authorise such person as it thinks fit to act as its representative at any meeting

of the Company provided that the corporation gives notice of such authorisation in writing to the Secretary of the Company, and

- (2) at any time by giving notice to the Secretary of the Company revoke the authority of its representative and authorise another representative in his place.

The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.

4. A Member may at any time withdraw from the Company by giving at least seven clear days notice to the Company. Membership shall not be transferable and shall cease on death.

GENERAL MEETINGS

5. The Directors may whenever they think fit, convene a General Meeting and General Meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETING

6. In regulation 38 of Table A:-

(a) in paragraph (b) the words "of the total voting rights at the meeting of all the members" shall be substituted for "in nominal value of the shares giving that right"; and

(b) the words "The Notice shall be given to all the members and to the directors and auditors" shall be substituted for the last sentence.

PROCEEDINGS AT GENERAL MEETINGS

7. If within half an hour from the time appointed for a General Meeting a quorum is not present, or if during a meeting such a quorum ceases to be present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other 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.

8. In regulation 45 of Table A, the words "thirty days" shall be substituted for the words "fourteen days".

9. The words "and at any separate meeting of the holders of any class of shares in the company" shall be omitted from regulation 44 of Table A.

10. Paragraph (d) of regulation 46 of Table A shall be omitted.

VOTES OF MEMBERS

11. Subject as herein otherwise provided, on a show of hands every Member present in person shall have one vote and on a poll every Member present in person or by proxy shall have one vote. Regulation 54 of Table A shall be modified accordingly.

12. No Member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Company have been paid.

DIRECTORS

13. Until otherwise determined by the Company in General Meeting, there shall be no maximum number of Directors and the minimum number of Directors shall be two.

14. The first Directors shall be the persons named in the Statement delivered under Section 10 of the Act.

15. The Directors may from time to time and at any time appoint any Member of the Company as a Director either to fill a casual vacancy or as an additional Director. Any Director so appointed shall retain his office only until the next Annual General Meeting and shall then be eligible for re-election.

16. No person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Director.

BORROWING

17. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt liability or obligation of the Company.

POWERS AND DUTIES OF THE DIRECTORS

18. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company, shall be signed, drawn, accepted, indorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine.

19. The Directors shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors.

20. The Directors shall have power from time to time to adopt and make alter or revoke bye-laws for the regulation of the Company provided such bye-laws are not inconsistent with the Memorandum or Articles of Association. All such bye-laws for the time being in force shall be binding upon all Members until the same shall cease to have effect as hereinbefore provided or shall be varied or satisfied by a Special Resolution of the Company. No Member shall be absolved from such bye-laws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them.

21. The Directors for the time being may act notwithstanding any vacancy in their body; provided always that, if the Directors shall at any time be reduced in number to less than the minimum prescribed by or in accordance with these Articles it shall be lawful for them to act for the purpose of filling up vacancies in their body, or summoning a General Meeting but not for any other purpose.

DISQUALIFICATION OF DIRECTORS

22. The office of Director shall be vacated if a Director:-

- (a) becomes bankrupt or makes any arrangement or composition with his creditors;

- (b) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;
- (c) ceases to be a Member of the Company;
- (d) by notice in writing to the Company resigns his office;
- (e) is removed from office by a resolution passed pursuant to Section 303 of the Act.
- (f) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner prescribed by section 317 of the Act.

PROCEEDINGS OF THE DIRECTORS

23. In paragraph (c) of regulation 94 of Table A the word "debentures" shall be substituted for the words "shares, debentures or other securities" in both places where they occur.

24. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest of the group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting then is.

SECRETARY

25. Subject to the provisions of the Act, the secretary shall be appointed by the Directors for such term and such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. The Directors may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the secretary if there be no secretary capable of acting.

ACCOUNTS

26. The Directors shall cause accounting records to be kept in accordance with the provisions of the Act, or other legislation for the time being applicable to the Company.

27. 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 any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

28. The second sentence of regulation 112 of Table A shall be omitted.

29. The words "or of the holders of any class of shares in the company" shall be omitted from regulation 113 of Table A.

NAMES AND ADDRESSES OF SUBSCRIBERS

Abergan Reed Nominees Limited
Ingles Manor
Castle Hill Avenue
Folkestone
Kent

Abergan Reed Limited
Ingles Manor
Castle Hill Avenue
Folkestone
Kent

DATED 3 April 2008