

COMPANY NO 3042409

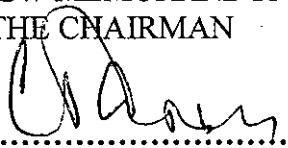
THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
WRITTEN SPECIAL RESOLUTION OF
TIM PARRY JOHNATHAN BALL TRUST LIMITED

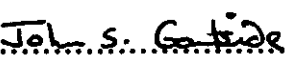
(signed by all Members of TIM PARRY JOHNATHAN BALL TRUST LIMITED)

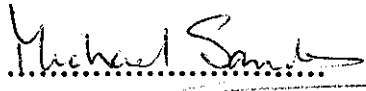
on 7 / 12 / 2004

We, the undersigned, being all the members of the above named Company entitled to attend and vote at an Extraordinary General Meeting of the Company hereby resolve that the resolution set out below be and is passed as a Special Resolution of the Company pursuant to the provisions of Section 381A of the Companies Act 1985 and confirm that such Resolution shall be valid and effectual as if it had been passed at an Extraordinary General Meeting of the Company duly convened and held:

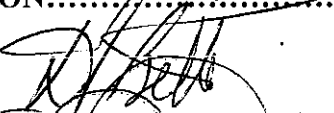
THAT THE EXISTING MEMORANDUM OF ASSOCIATION OF THE COMPANY BE REPLACED BY ADOPTING THE NEW MEMORANDUM OF ASSOCIATION IN THE FORM OF THE NEW MEMORANDUM PRODUCED TO THE MEETING AND INITIALLED BY THE CHAIRMAN

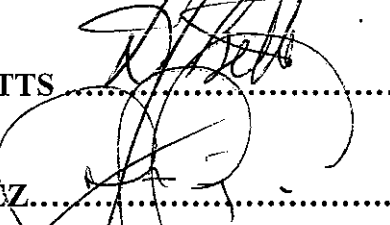
COLIN PARRY 

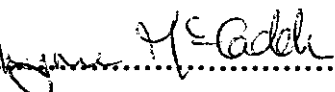
JOHN GARTSIDE 

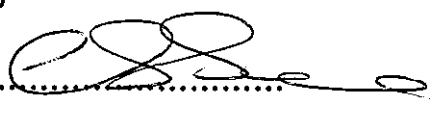
MICHAEL SANDERS 

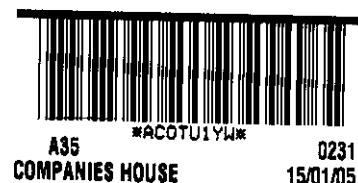
DAVE THOMPSON 

DAVID BETTS 

MAX PEREZ 

LYNNE MCCADDEN 

CHRISTOPHER SWALLOW 



PAT TAYLOR.....*P. M. Taylor*.....

NICK TAYLOR.....*N. Taylor*.....

CHARLES AGAR.....*Charles*.....

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A S

MEMORANDUM OF ASSOCIATION
OF
THE TIM PARRY JOHNATHAN BALL TRUST

1. The Company's name is THE TIM PARRY JOHNATHAN BALL TRUST
2. The Company's Registered Office is to be situated in England
3. The Company's objects are
 - (i) To advance the education of young people resident in the United Kingdom and overseas;
 - (ii) To provide or assist in the provision of, in the interests of social welfare, facilities for recreation or other leisure time occupation of young persons in the United Kingdom and overseas who have need of such facilities by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances with the object of improving their condition of life.

And the Company shall have the following powers exercisable in furtherance of its said objects not otherwise, namely:-

(A) To raise funds, whether by the levying of subscriptions by the Company, by means of donations from Companies and other business concerns, by private or public appeals or otherwise, and to seek any form of assistance, sponsorship or grant from government, municipal, commercial or private sources or from any national or international health, welfare, educational, social or cultural organisation for or on behalf of the Company, or any person or body of persons pursuing any object which this Company is authorised to carry on, and to take and accept gifts of property, whether subject to any special trust or not, for the objects of the Company provided that the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company.

(B) To recruit and assist in the recruitment of voluntary workers in and for the Company and to retain or employ professional or technical advisers or workers in connection with the objects of the Company and to pay reasonable and proper fees for their services.

(C) To make any financial grant or award, and to enter into any contract or arrangement for the provision to any person or body of persons of any technical, financial or other assistance, of any service or equipment, labour, or of travel, accommodation or other facilities, and generally to do all such things as may, in the opinion of the Officers, further the primary objects of the Company.

(D) To undertake research and surveys and publish the useful results of such research, to establish, equip and maintain a library to collect, compile, print, publish and disseminate information, to provide, publish or contribute to the publication of any papers, books, periodicals, reports or other documents, films, slides, tapes, pictures, plans or models, to give an exchange information and advice and to promote, encourage, foster and maintain the interest and support of the public in the objects and activities of the Company.

(E) To organise, provide facilities for and hold conferences, meetings, courses of instruction, demonstration, lectures, exhibitions, competitions, tours and displays.

(F) To establish, promote or assist in establishing or promoting and to subscribe to or become a member of, or co-operate or federate with any other charitable organisations or associations whose objects are in whole or in part similar to the objects of the Company or the establishment or promotion of which may be beneficial to the Company, to act as trustees or agents for and to manage and to undertake the property, assets, liabilities and engagements of any such organisations or associations and to subscribe or guarantee money for any purposes in any way calculated to further to objects of the Company.

(G) To foster and encourage co-operation and communication between similar organisations, societies and institutions and local and national authorities and to co-ordinate the activities and represent the views of those making use of the facilities of the Company and its members.

(H) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, sell, mortgage, lease or otherwise dispose of or turn to account any real or personal property and any rights or privileges which the Company may think

necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.

(I) Subject to such consents as may be required by law, to borrow or raise money for the purposes of the Company on such terms and on such security as the Officers shall think fit, and whether by the creation and issue of debentures or debenture stock or otherwise.

(J) To receive money on deposit or loan upon such terms as the Company may approve, and to undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects.

(K) To invest and deal with the moneys of the Company not immediately required for its purposes in or upon such investments or securities and in such manner as may from time to time be determined, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(L) Subject to such consents as may be required by law, to sell, mortgage, improve, manage, turn to account, exchange, let or grant licences, easements and other rights in or over, and in any other manner deal with or dispose of all or any of the property and assets for the time being of the Company as may be expedient for the promotion of its objects.

(M) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.

(N) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.

(O) To do all such other things as are necessary for the attainment of the objects of the Company or any of them.

(P) (1) To provide indemnity insurance to cover the liability of the directors:

- (a) 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;
- (b) to make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986.

(2) Any insurance in the case of (1)(a) shall not extend to:

- (a) any liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company, or which the directors did not care whether it was in the best interests of the company or not;
- (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors;
- (c) any liability to pay a fine.

(3) Any insurance in the case of (1)(b) shall not extend to any liability to make such a contribution where the basis of the directors liability is his knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company 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 the members of the Company, and unless the prior written consent of the Charity Commission has been obtained no member of its Executive Committee 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 .

Provided that nothing herein shall prevent the payment, in good faith, by the Company: -

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Executive Committee) for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or of its Executive Committee at a rate per annum not exceeding two percent less than the base lending rate for the time being prescribed by the Barclays Bank plc or three percent, whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Executive Committee;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Company or Executive Committee may be a member holding not more than 1/100th part of the capital of that company;
- (e) to any member of its Executive Committee of reasonable and proper out-of-pocket expenses;
- (f) 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 liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company, or which the directors did not care whether it was in the best interests of the company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1:00) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities 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.

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 to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects the same as or similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect can not be given to this last provision, then to some other object as near as may be to that of the Company.

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum:

Name, Address and
Signature of Subscribers:

Colin Parry of
55 Thetford Road
Great Sankey
Warrington

Wendy Parry of
55 Thetford Road
Great Sankey
Warrington

John Gartside of
9b Whitbarrow Road
Lymm
Cheshire

Michael Sanders of
9 Frome Close
Irby
Wirral

Denis Cooper of
7 St. Andrews Close
Cinnamon Brow
Warrington

Name, Address and Signature of
Witness to the above Signatures:

DATED this 27th March day of 1995