



COMPANIES FORM No. 12

12

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold black lettering

To the Registrar of Companies

For official use

For official use

[] [] [] []

2184853

Name of company

* insert full
name of Company

*
MASTERMISSION LIMITED

I, DAVID STEWART HODGSON, signing on behalf
of SWIFT INCORPORATIONS LIMITED
2 BACHES STREET
LONDON N1 6EE

† delete as
appropriate

do solemnly and sincerely declare that I am a ~~Solicitor engaged in the formation of the~~
~~company~~† [person named as director or secretary of the company in the statement delivered to
the registrar under section 10(2)† and that all the requirements of the above Act in respect of the
registration of the above company and of matters precedent and incidental to it have been
complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of
the provisions of the Statutory Declarations Act 1835

Declared at FLAT 1, CHATSWORTH HOUSE,
65 LONDON ROAD,
TWICKENHAM, MIDDLESEX

Declarant to sign below

the 14th day of AUGUST
One thousand nine hundred and EIGHTY SEVEN
before me [Signature]

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

[Signature]

Presenter's name, address and
reference (if any):

For official use

New Companies Section

Post room

**Statement of first directors
and secretary and intended
situation of registered office**

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

To the Registrar of Companies

For official use

--

Name of company

* MASTERMISSION LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

2 Baches Street,	
London	
Postcode	N1 6UB

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below



Jordan & Sons Limited	
21 St. Thomas Street	
Bristol	
Postcode	BS1 6JS

Number of continuation sheets attached (see note 1)

--

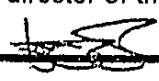
Presentor's name address and
reference (if any):

For official Use
General Section

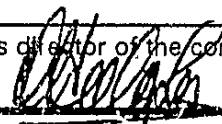
Post room

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

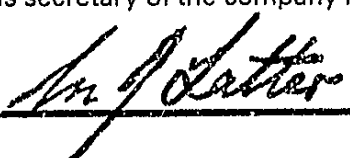

Please do not write in this margin

Name (note 3) INSTANT COMPANIES LIMITED		Business occupation
		Company Registration Agent
Previous name(s) (note 3) None		Nationality
Address (note 4) 2 Baches Street		UK Registered
London		Date of birth (where applicable)
	Postcode N1 6UB	(note 6) Inc. 18.02.81
Other directorships † None		
I consent to act as director of the company named on page 1		
Signature 		(Authorised Signatory) Date 14. AUG. 1987

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

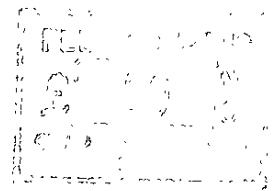
Name (note 3) SWIFT INCORPORATIONS LIMITED		Business occupation
		Company Registration Agent
Previous name(s) (note 3) None		Nationality
Address (note 4) 2 Baches Street		UK Registered
London		Date of birth (where applicable)
	Postcode N1 6UB	(note 6) Inc. 10.09.85
Other directorships † None		
I consent to act as director of the company named on page 1		
Signature 		(Authorised Signatory) Date 14. AUG. 1987

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7) Mavis June Latter	
Previous name(s) (note 3) None	
Address (Notes 4 & 7) 2 Baches Street	
London	
	Postcode N1 6UB
I consent to act as secretary of the company named on page 1	
Date 14. AUG. 1987	
Signature 	Date
Signature of agent on behalf of subscribers 	
Date 14. AUG. 1987	

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL



2184853

MEMORANDUM OF ASSOCIATION OF

MASTERMISSION LIMITED



1. The Company's name is " *MASTERMISSION LIMITED* .
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a) To promote commerce, art, science, education, religion, charity or any profession and to promote any social, political or sporting activity and anything incidental or conducive to any of the above objects.
 - (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of 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 apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - (e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which

the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) 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.

(g) 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.

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) To borrow and raise money in any manner 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.

(j) 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.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) 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.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.

(s) 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.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or

employees, or may be connected with any town or place where the Company carries on business; 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 or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants 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 of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company.

(u) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(v) To procure the Company to be registered or recognised in any part of the world.

(w) 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.

(x) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, 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 such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) 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.

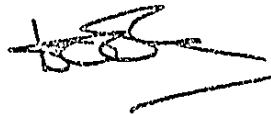
(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

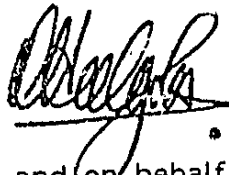
5. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases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

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and Addresses of Subscribers



1. For and on behalf of
Instant Companies Limited,
2 Baches Street,
London. N1 6UB

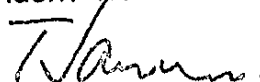


2. For and on behalf of
Swift Incorporations Limited
2 Baches Street,
London. N1 6UB

Dated

14. AUG. 1967

Witness to the above Signatures:- Terry Jayne,
2 Baches Street,
London. N1 6UB



THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

MASTERMISSION LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) Clauses 2 to 35 (inclusive), 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.

(c) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

INTERPRETATION

2. Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

MEMBERS

3. The subscribers to the Memorandum of Association of the Company 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 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.

4. A Member may at any time withdraw from the Company by giving at least 48 hours notice to the Company. Membership shall not be transferable and shall cease on death.

GENERAL MEETINGS AND RESOLUTIONS

5. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:-

(i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and

(ii) in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent. of the total voting rights at the Meeting of all Members.

(b) The notice shall specify the time and place of the Meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.

(c) The notice shall be given to all the Members and to the Directors and Auditors.

(d) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(e) Clause 38 in Table A shall not apply to the Company.

(f) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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 General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

7. Clause 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.

8. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom

VOTES OF MEMBERS

9. (a) On a show of hands, every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

(b) Clauses 54 and 55 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

10. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number, respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) Clause 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.

(e) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(f) Subject to paragraph (e) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(g) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number

of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

12. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents 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.

DISQUALIFICATION OF DIRECTORS

13. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

14. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

15. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

MINUTES

16. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

NOTICES

17. Clause 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.

18. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

INDEMNITY

19. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Clause 118 in Table A shall not apply to the Company.

RULES OR BYE LAWS

20. The Directors may from time to time make such Rules or Bye Laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules or Bye Laws regulate:-

(i) The admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members.

(ii) The conduct of members of the Company in relation to one another, and to the Company's servants.

(iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.

(iv) The procedure at general meetings and meetings of the Directors and Committees of the Company in so far as such procedure is not regulated by these presents.

(v) And, generally, all such matters as are commonly the subject matter of Company rules.

The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

Names and addresses of Subscribers



1. For and on behalf of
Instant Companies Limited,
2 Baches Street,
London. N1 6UB



2. For and on behalf of
Swift Incorporations Limited,
2 Baches Street,
London. N1 6UB

Dated

14. AUG. 1967

Witness to the above Signatures:- Terry Jayne,
2 Baches Street,
London. N1 6UB



FILE COPY



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

No. 2184853

I hereby certify that

MASTERMISSION LIMITED

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

Given under my hand at the Companies Registration Office,
Cardiff the 28 OCTOBER 1987

T. G. Conley
MR T. G. CONLEY

an authorised officer

G

COMPANIES FORM No. 224

2010 11/17

224

Notice of accounting reference date (to be delivered within 6 months of incorporation)

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

Please complete
legibly, preferably
in block type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

2184853

Name of company

*Insert full name
of company

* MASTERMISSON LIMITED

gives notice that the date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Important

The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3	1	1	2
---	---	---	---

5 April

Day Month

0	5	0	4
---	---	---	---

30 June

Day Month

3	0	0	6
---	---	---	---

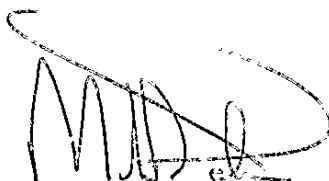
31 December

Day Month

3	1	1	2
---	---	---	---

†Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver (Scotland)
as appropriate

Signed



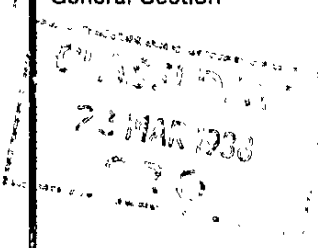
Designation † Secretary Date 9/3/88

Presentor's name address and
reference (if any):

M.D. PETERS, ESQ.,
PARK ROYAL BREWERY,
LONDON NW10 7RR

For official use
General Section

Post room

	
--------------------------------------------------------------------------------------	--



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies G224

1987 Edition
487 F7019
5010191

60-4
Company No: 2184853

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
SPECIAL RESOLUTIONS OF
MASTERMISSION LIMITED

At an Extraordinary General Meeting of the Company held at *91 Brick Lane, London E1 6QN* on *9th March 1988* the following resolutions were duly passed as special resolutions of the Company:-

SPECIAL RESOLUTIONS

- (1) THAT subject to its acceptance for registration by the Department of Trade and Industry the name of the Company be changed to Council for the Responsible Use of Alcohol.
- (2) THAT the Memorandum of Association of the Company be amended as follows:-

- (i) insertion of the following words in Clause 3 after the words "The Company's objects are":-

"to promote commerce, art, recreation, science, education, religion, charity or any profession and anything incidental or conducive to any of those objects and, in particular but without limiting the generality of the foregoing, to promote the responsible use of alcohol and alcoholic beverages.

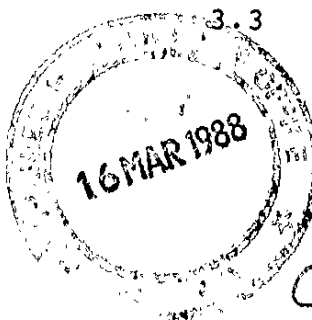
And the Company shall have the following powers: "

- (ii) deletion of sub-clauses (a) to (g) (inclusive) of Clause 3, insertion of the following sub-clauses and renumbering of sub-clause (h) as sub-clause 3.15 accordingly:-

"3.1 to provide a code of professional conduct and courses and facilities for training and education for its members;

3.2 to produce, publish and distribute books, journals, periodicals and papers and generally to exploit the media and all other media for the dissemination of knowledge, whether alone or by way of joint co-operative activity with others;

3.3 to act in communication and co-operation with other institutions and bodies having similar or kindred objects, to maintain representation in or upon committees and other bodies and organisations active in fields of mutual concern and interest and to participate in joint activities and ventures;



Cauts
270906
E40.

- 3.4 to undertake and execute charitable trusts;
- 3.5 to carry on any other activities whatsoever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the activities of the Company;
- 3.6 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 or for the purpose of furthering the attainment objects of the Company or any of them;
- 3.7 to borrow and raise money in any manner including, without limitation, through subscription by members 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;
- 3.8 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 3.9 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- 3.10 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and warrants, debentures and other negotiable or transferable instruments and to operate bank accounts;
- 3.11 to invest hold and deal with the moneys of the Company not immediately required for its purposes in such manner as may from time to time be determined and to hold or otherwise deal with any investments made, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.12 to purchase, take on lease, or in exchange, hire or by any other means acquire and take options over any real or personal property and any rights or privileges of any kind over or in respect of any property, and to construct, maintain and alter buildings or erections;

3.13 to sell, exchange, let, mortgage, charge, develop, grant licences, options, rights and privileges in respect of or otherwise dispose of or turn to account the whole or any part of the property rights or assets of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same;

3.14 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patents rights, brevets d'inventions, secret processes, trade marks, designs, protections, concessions, copyrights, licences and the like and to disclaim, alter modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;"

(iii) deletion of sub-clauses (i) and (j) of Clause 3 and insertion of the following sub-clause:-

"3.16 to engage and pay any person or persons whether individual, firm or company, whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of, provide services to and advise the Company and to make any reasonable provision for the payment of pensions, insurance and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;"

(iv) renumbering of sub-clauses (k) and (l) as sub-clauses 3.22 and 3.17 respectively;

(v) renumbering of sub-clause (m) as sub-clause 3.18, addition of the word "promote" between "To" and "control" in sub-clause (n) and renumbering of sub-clause (n) as sub-clause 3.19;

(vi) deletion of sub-clauses (o) to (u) inclusive, addition of the following sub-clauses after renumbered sub-clause 3.19 and renumbering of sub-clauses (v) (w) and (x), sub-clauses 3.23, 3.24 and 3.25 respectively.

"3.20 to amalgamate with any companies, institutions, societies or associations;

3.21 to pay out of funds of the Company all or any of the costs, charges and expenses of and incidental to the formation, registration and promotion of the Company, or to contract with any person or persons whether individual firm or company to pay the same;"

(vii) insertion of the following clause after renumbered sub-clause 3.25 and renumbering the existing clauses accordingly:-

"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 and no director of the Company 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 any payment in good faith by the Company:

4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;

4.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding 2% less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;

4.3 to any director of reasonable out-of-pocket expenses;

4.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;

4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director."

(viii) renumbering of Clause 3 (3) as Clause 5 and renumbering of the following Clauses accordingly:-

- (ix) insertion of the following Clause after renumbered Clause 7:-

"8. 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 body or bodies having objects similar to the objects of the Company or to some other body or bodies, the objects of which are the promotion of charity and anything incidental or conducive thereto, whether or not such body or bodies are members 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 body or bodies to be determined by the members of the Company at or before the time of dissolution."

- (3) THAT the Articles of Association of the Company be amended as follows:-

- (i) addition of the following words at the end of Article 2:-

"clear days" in relation to a period of 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."

- (ii) deletion of Article 4, insertion of the following Articles and renumbering the existing Articles accordingly:-

"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, or dissolution in the case of any corporate Member.

5. It shall be lawful for the Directors to provide for the admission of such persons as they may think fit to be associates of the Company and for the rights, duties and liabilities (if any) of such associates but so that such persons shall not by virtue only of being associates as aforesaid be Members of the Company and their rights (if any) shall not include a right to speak or vote at general meetings of the Company. The Secretary shall keep a register of such associates."

(iii) addition of the following sub-clause to renumbered Article 7 and renumbering the existing sub-clauses accordingly:-

"(b) No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative in the case of any corporate Member shall be a quorum provided that every Member of the Company entitled to vote upon the business to be transacted at a meeting shall be represented at such meeting whether in person, by proxy or by duly authorised representative in the case of a corporate member."

(iv) addition of the following sub-clauses to renumbered Article 11 and renumbering the existing sub-clauses accordingly:-

"(c) Each and every Member for the time being of the Company shall be entitled from time to time to appoint one Director and to remove from office any Director so appointed provided that no Member may use this power to appoint more than one Director to hold office as its appointee at the same time.

(d) Any such appointment or removal of a Director shall be in writing signed by or on behalf of the Member concerned and shall be effective upon delivery to the office of the Company or at such later date as may be specified therein."

"(g) Subject to paragraph (h) below, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, as an additional Director.

(h) No person shall be appointed a Director at any General Meeting unless not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed."

"(j) A Director appointed under sub-clause (g) or (i) of this Clause shall hold office only until the next following Annual General Meeting, and if not then re-appointed shall vacate office at the conclusion of the Meeting or upon the

appointment at the Meeting of another in his place."

- (v) deletion of renumbered Article 14, insertion of the following Articles and heading and renumbering the existing Articles accordingly:-

"14. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, or if the Member who appointed such Director ceases to be a Member of the Company, and Clause 81 in Table A shall be modified accordingly.

DIRECTORS' APPOINTMENTS AND INTERESTS

15. The words "or which is a Member of the Company" shall be added at the end of Article 85(b)."

- (vi) deletion of the words "clause 3(t) of" from renumbered Article 16(a).
(vii) addition of the following sub-clauses to renumbered Article 17 and renumbering the existing sub-clauses accordingly:-

"(a) Clause 89 in Table A shall not apply to the Company.

(b) No business shall be transacted at a Meeting of the Directors unless at the time there is a quorum present. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed, a Director appointed by each Member (or his alternate in any case), but not less than two individuals, shall be a quorum."

"(e) 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."

- (viii) addition of the following heading and Article after renumbered Article 18 and renumbering the existing Articles accordingly:-

PRESIDENT, VICE-PRESIDENT AND PATRONS

"19. The Directors may appoint any person to be the president and any person or persons to be vice-presidents or patrons of the Company for such term or terms specified at the time of appointment as they shall think fit. Such persons shall not by virtue only of such appointments be Directors or Members of the Company."

- (ix) addition of the following heading and Article after renumbered Article 21 and renumbering the existing Articles accordingly:-

WINDING-UP

- "22. On the winding-up and dissolution of the Company the provisions of the Memorandum of Association shall have effect as if repeated in these Articles."
- (x) addition of the following sub-clause to renumbered Article 24 and renumbering the existing sub-clauses accordingly:-
- "(v) The admission, rights, duties and liabilities of associates of the Company (if any)."
- (xi) addition of the following words at the end of renumbered Article 24:-
- "and, in the case of any inconsistency between the Memorandum or Articles of Association and the Rules or Bye Laws of the Company, the provisions in the Memorandum and Articles shall prevail."


.....
CHAIRMAN



COMPANIES FORM No. 30(5)(c)

**Declaration on change of
name omitting "limited"
or its Welsh equivalent**

30(5)(c)

Please do not
write in
this margin

Pursuant to section 30(5)(c) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

For official use

Company number

[] [] [] [] [] [] [] []

2184853

Name of company

* MASTERMISSION LIMITED

* insert full
name of company

I, JOHN BRIAN McGRATH

of LIMETREES, DIPPENHALL STREET, CRONDALL, NR. FARNHAM, SURREY

† delete as
appropriate

[a director] [XXXXXXXXXX] of MASTERMISSION LIMITED

do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above Act.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared at 73, Chrysomile, Lamb
EC2.

Declarant to sign below

J B McGrath

the 10th day of March

One thousand nine hundred and EIGHTY EIGHT

before me C. TAYLOR, Commissioner

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

FOR
OATHS
C. TAYLOR.

PRINTED AND SUPPLIED BY

Jordans

JORDAN & SONS LIMITED
JORDAN HOUSE
BRUNNICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 3030
TELEX 281010



Presentor's name address and
reference (if any):

Herbert Smith
Watling House
35 Cannon Street
London EC4M 5SD

Ref. 41/C106

For official Use

General Section

Post room

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2184853

I hereby certify that

MASTERMISSION LIMITED

having by special resolution changed its name,
is now incorporated under the name of

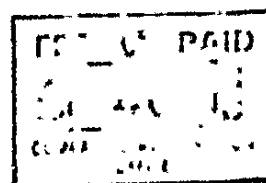
COUNCIL FOR THE RESPONSIBLE USE OF ALCOHOL

Given under my hand at the Companies Registration Office,
Cardiff the 23 MARCH 1988

A handwritten signature in ink, appearing to be 'J. H. Jones', written over a faint circular stamp.

an authorised officer

Company No: 2184853



THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE

SPECIAL RESOLUTIONS OF
MASTERMISSION LIMITED

At an Extraordinary General Meeting of the Company held at *91 Brick Lane, London E1 6GN* on *9/11 March 1988* the following resolutions were duly passed as special resolutions of the Company:-

SPECIAL RESOLUTIONS

(1) THAT subject to its acceptance for registration by the Department of Trade and Industry the name of the Company be changed to Council for the Responsible Use of Alcohol.

(2) THAT the Memorandum of Association of the Company be amended as follows:-

(i) insertion of the following words in Clause 3 after the words "The Company's objects are":-

"to promote commerce, art, recreation, science, education, religion, charity or any profession and anything incidental or conducive to any of those objects and, in particular but without limiting the generality of the foregoing, to promote the responsible use of alcohol and alcoholic beverages.

And the Company shall have the following powers: "

(ii) deletion of sub-clauses (a) to (g) (inclusive) of Clause 3, insertion of the following sub-clauses and renumbering of sub-clause (h) as sub-clause 3.15 accordingly:-

"3.1 to provide a code of professional conduct and courses and facilities for training and education for its members;

3.2 to produce, publish and distribute books, journals, periodicals and papers and generally to exploit the media and all other media for the dissemination of knowledge, whether alone or by way of joint co-operative activity with others;

3.3 to act in communication and co-operation with other institutions and bodies having similar or kindred objects, to maintain representation in or upon committees and other bodies and organisations active in fields of mutual concern and interest and to participate in joint activities and ventures;

16 MAR 1988

CouHS
270406
£40.

- 3.4 to undertake and execute charitable trusts;
- 3.5 to carry on any other activities whatsoever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the activities of the Company;
- 3.6 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 or for the purpose of furthering the attainment objects of the Company or any of them;
- 3.7 to borrow and raise money in any manner including, without limitation, through subscription by members 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;
- 3.8 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 3.9 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- 3.10 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and warrants, debentures and other negotiable or transferable instruments and to operate bank accounts;
- 3.11 to invest hold and deal with the moneys of the Company not immediately required for its purposes in such manner as may from time to time be determined and to hold or otherwise deal with any investments made, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.12 to purchase, take on lease, or in exchange, hire or by any other means acquire and take options over any real or personal property and any rights or privileges of any kind over or in respect of any property, and to construct, maintain and alter buildings or erections;

3.13 to sell, exchange, let, mortgage, charge, develop, grant licences, options, rights and privileges in respect of or otherwise dispose of or turn to account the whole or any part of the property rights or assets of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same;

3.14 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patents rights, brevets d'inventions, secret processes, trade marks, designs, protections, concessions, copyrights, licences and the like and to disclaim, alter modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;"

(iii) deletion of sub-clauses (i) and (j) of Clause 3 and insertion of the following sub-clause:-

"3.16 to engage and pay any person or persons whether individual, firm or company, whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of, provide services to and advise the Company and to make any reasonable provision for the payment of pensions, insurance and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;"

(iv) renumbering of sub-clauses (k) and (l) as sub-clauses 3.22 and 3.17 respectively;

(v) renumbering of sub-clause (m) as sub-clause 3.18, addition of the word "promote" between "To" and "control" in sub-clause (n) and renumbering of sub-clause (n) as sub-clause 3.19;

(vi) deletion of sub-clauses (o) to (u) inclusive, addition of the following sub-clauses after renumbered sub-clause 3.19 and renumbering of sub-clauses (v) (w) and (x), sub-clauses 3.23, 3.24 and 3.25 respectively.

"3.20 to amalgamate with any companies, institutions, societies or associations;

3.21 to pay out of funds of the Company all or any of the costs, charges and expenses of and incidental to the formation, registration and promotion of the Company, or to contract with any person or persons whether individual firm or company to pay the same;"

(vii) insertion of the following clause after renumbered sub-clause 3.25 and renumbering the existing clauses accordingly:-

"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 and no director of the Company 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 any payment in good faith by the Company:

4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;

4.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding 2% less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;

4.3 to any director of reasonable out-of-pocket expenses;

4.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;

4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director."

(viii) renumbering of Clause 3 (3) as Clause 5 and renumbering of the following Clauses accordingly:-

(ix) insertion of the following Clause after renumbered Clause 7:-

"8. 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 body or bodies having objects similar to the objects of the Company or to some other body or bodies, the objects of which are the promotion of charity and anything incidental or conducive thereto, whether or not such body or bodies are members 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 body or bodies to be determined by the members of the Company at or before the time of dissolution."

(3) THAT the Articles of Association of the Company be amended as follows:-

(i) addition of the following words at the end of Article 2:-

"clear days" in relation to a period of 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."

(ii) deletion of Article 4, insertion of the following Articles and renumbering the existing Articles accordingly:-

"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, or dissolution in the case of any corporate Member.

5. It shall be lawful for the Directors to provide for the admission of such persons as they may think fit to be associates of the Company and for the rights, duties and liabilities (if any) of such associates but so that such persons shall not by virtue only of being associates as aforesaid be Members of the Company and their rights (if any) shall not include a right to speak or vote at general meetings of the Company. The Secretary shall keep a register of such associates."

(iii) addition of the following sub-clause to renumbered Article 7 and renumbering the existing sub-clauses accordingly:-

"(b) No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative in the case of any corporate Member shall be a quorum provided that every Member of the Company entitled to vote upon the business to be transacted at a meeting shall be represented at such meeting whether in person, by proxy or by duly authorised representative in the case of a corporate member."

(iv) addition of the following sub-clauses to renumbered Article 11 and renumbering the existing sub-clauses accordingly:-

"(c) Each and every Member for the time being of the Company shall be entitled from time to time to appoint one Director and to remove from office any Director so appointed provided that no Member may use this power to appoint more than one Director to hold office as its appointee at the same time.

(d) Any such appointment or removal of a Director shall be in writing signed by or on behalf of the Member concerned and shall be effective upon delivery to the office of the Company or at such later date as may be specified therein."

"(g) Subject to paragraph (h) below, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, as an additional Director.

(h) No person shall be appointed a Director at any General Meeting unless not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed."

"(j) A Director appointed under sub-clause (g) or (i) of this Clause shall hold office only until the next following Annual General Meeting, and if not then re-appointed shall vacate office at the conclusion of the Meeting or upon the

appointment at the Meeting of another in his place."

- (v) deletion of renumbered Article 14, insertion of the following Articles and heading and renumbering the existing Articles accordingly:-

"14. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, or if the Member who appointed such Director ceases to be a Member of the Company, and Clause 81 in Table A shall be modified accordingly.

DIRECTORS' APPOINTMENTS AND INTERESTS

15. The words "or which is a Member of the Company" shall be added at the end of Article 85(b)."

- (vi) deletion of the words "clause 3(t) of" from renumbered Article 16(a).

- (vii) addition of the following sub-clauses to renumbered Article 17 and renumbering the existing sub-clauses accordingly:-

"(a) Clause 89 in Table A shall not apply to the Company.

(b) No business shall be transacted at a Meeting of the Directors unless at the time there is a quorum present. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed, a Director appointed by each Member (or his alternate in any case), but not less than two individuals, shall be a quorum."

"(c) 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."

- (viii) addition of the following heading and Article after renumbered Article 18 and renumbering the existing Articles accordingly:-

PRESIDENT, VICE-PRESIDENT AND PATRONS

- "19. The Directors may appoint any person to be the president and any person or persons to be vice-presidents or patrons of the Company for such term or terms specified at the time of appointment as they shall think fit. Such persons shall not by virtue only of such appointments be Directors or Members of the Company."

- (ix) addition of the following heading and Article after renumbered Article 21 and renumbering the existing Articles accordingly:-

WINDING-UP

- "22. On the winding-up and dissolution of the Company the provisions of the Memorandum of Association shall have effect as if repeated in these Articles."
- (x) addition of the following sub-clause to renumbered Article 24 and renumbering the existing sub-clauses accordingly:-
- "(v) The admission, rights, duties and liabilities of associates of the Company (if any)."
- (xi) addition of the following words at the end of renumbered Article 24:-
- "and, in the case of any inconsistency between the Memorandum or Articles of Association and the Rules or Bye Laws of the Company, the provisions in the Memorandum and Articles shall prevail."


.....
CHAIRMAN

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

MASTERMISSION LIMITED

(As amended by Special Resolution on 9th March 1988)

1. The name of the company (hereinafter called "the Company") is Mastermission Limited.*
2. The registered office of the Company is to be situated in England and Wales.
3. The Company's objects are to promote commerce, art, recreation, science, education, religion, charity or any profession and anything incidental or conducive to any of those objects and, in particular but without limiting the generality of the foregoing, to promote the responsible use of alcohol and alcoholic beverages.

And the Company shall have the following powers:

- 3.1 to provide a code of professional conduct and courses and facilities for training and education for its members;
- 3.2 to produce, publish and distribute books, journals, periodicals and papers and generally to exploit the media and all other media for the dissemination of knowledge, whether alone or by way of joint co-operative activity with others;
- 3.3 to act in communication and co-operation with other institutions and bodies having similar or kindred objects, to maintain representation in or upon committees and other bodies and organisations active in fields of mutual concern and interest and to participate in joint activities and ventures;

* Changed by Special Resolution on 9th March 1988 to Council for the Responsible Use of Alcohol

- 3.4 to undertake and execute charitable trusts;
- 3.5 to carry on any other activities whatsoever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the activities of the Company;
- 3.6 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 or for the purpose of furthering the attainment of objects of the Company or any of them;
- 3.7 to borrow and raise money in any manner including, without limitation, through subscription by members 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;
- 3.8 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 3.9 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- 3.10 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and warrants, debentures and other negotiable or transferable instruments and to operate bank accounts;
- 3.11 to invest hold and deal with the moneys of the Company not immediately required for its purposes in such manner as may from time to time be determined and to hold or otherwise deal with any investments made, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.12 to purchase, take on lease, or in exchange, hire or by any other means acquire and take options over any real or personal property and any rights or privileges of any kind over or in respect of any property, and to construct, maintain and alter buildings or erections;
- 3.13 to sell, exchange, let, mortgage, charge, develop, grant licences, options, rights and privileges in respect of or otherwise dispose of or turn to account the whole or any part of the property rights or assets of the Company, either together or in portions for such consideration as the Company may think fit,

and in particular for shares, debentures or securities of any company purchasing the same;

- 3.14 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patents rights, brevets d'inventions, secret processes, trade marks, designs, protections, concessions, copyrights, licences and the like and to disclaim, alter modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- 3.15 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);
- 3.16 to engage and pay any person or persons whether individual, firm or company, whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of, provide services to and advise the Company and to make any reasonable provision for the payment of pensions, insurance and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 3.17 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;
- 3.18 to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with, and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or

guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;

- 3.19 to promote, control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any activities or operations of or generally with respect to any such company or companies;
- 3.20 to amalgamate with any companies, institutions, societies or associations;
- 3.21 to pay out of funds of the Company all or any of the costs, charges and expenses of and incidental to the formation, registration and promotion of the Company, or to contract with any person or persons whether individual firm or company to pay the same;
- 3.22 to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to prejudice the Company's interests;
- 3.23 to procure the Company to be registered or recognised in any part of the world;
- 3.24 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;
- 3.25 to do all such other lawful things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

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 and no director of the Company 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 any payment in good faith by the Company:

- 4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;
- 4.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding 2% less than the base lending rate for the time being of the Company's clearing bankers or 1% whichever is the greater;
- 4.3 to any director of reasonable out-of-pocket expenses;
- 4.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;
- 4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director.
5. The word "company" in this Memorandum, except where listed 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.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) 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.
8. 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 body or bodies having objects similar to the objects of the Company or to some other body or bodies, the objects of which are the promotion of charity and anything incidental or conducive thereto, whether or not such body or bodies are members 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 body or bodies to be determined by the members of the Company at or before the time of dissolution.

WE the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Names and addresses of subscribers

1. Instant Companies Limited,
2 Baches Street
London N1 6UB

2. Swift Incorporations Limited,
2 Baches Street
London N1 6UB

Dated 14th August 1987

Witness to the above signatures:-

Terry Jayne
2 Baches Street
London N1 6UB

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

MASTERMISSION LIMITED

(As amended by Special Resolution on 9/12 March 1988)

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) Clauses 2 to 35 (inclusive) 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.
- (c) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

INTERPRETATION

2. Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

"clear days" in relation to a period of 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.

MEMBERS

3. The subscribers to the Memorandum of Association of the Company 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 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.
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 transferrable and shall cease on death, or dissolution in the case of any corporate Member.
5. It shall be lawful for the Directors to provide for the admission of such persons as they may think fit to be associates of the Company and for the rights, duties and liabilities (if any) of such associates but so that such persons shall not by virtue only of being associates as aforesaid be Members of the Company and their rights (if any) shall not include a right to speak or vote at general meetings of the Company. The Secretary shall keep a register of such associates.

GENERAL MEETINGS AND RESOLUTIONS

6. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:-
 - (i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (ii) in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent. of the total voting rights at the Meeting of all Members.
- (b) The notice shall specify the time and place of the Meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.
- (c) The notice shall be given to all the Members and to the Directors and Auditors.

- (d) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
 - (e) Clause 38 in Table A shall not apply to the Company.
 - (f) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.
7. (a) Clause 40 in Table A shall not apply to the Company.
- (b) No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative in the case of any corporate Member shall be a quorum provided that every Member of the Company entitled to vote upon the business to be transacted at a meeting shall be represented at such meeting whether in person, by proxy or by duly authorised representative in the case of a corporate member.
- (c) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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 General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
- (d) Clause 41 in Table A shall not apply to the Company.
8. Clause 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.
9. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.

VOTES OF MEMBERS

10. (a) On a show of hands, every Member present in person

- (i) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.
- (j) A Director appointed under sub-clauses (g) or (i) of this Clause shall hold office only until the next following Annual General Meeting, and if not then re-appointed shall vacate office at the conclusion of the Meeting or upon the appointment at the Meeting of another in his place.

BORROWING POWERS

12. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

13. (a) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents 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.
- (b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS

14. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, or if the Member who appointed such Director ceases to be a Member of the Company, and Clause 81 in Table A shall be modified accordingly.

DIRECTORS' APPOINTMENTS AND INTERESTS

15. The words "or which is a Member of the Company" shall be added at the end of Article 85(b).

- (i) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.
- (j) A Director appointed under sub-clauses (g) or (i) of this Clause shall hold office only until the next following Annual General Meeting, and if not then re-appointed shall vacate office at the conclusion of the Meeting or upon the appointment at the Meeting of another in his place.

BORROWING POWERS

12. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

13. (a) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents 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.
- (b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS

14. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, or if the Member who appointed such Director ceases to be a Member of the Company, and Clause 81 in Table A shall be modified accordingly.

DIRECTORS' APPOINTMENTS AND INTERESTS

15. The words "or which is a Member of the Company" shall be added at the end of Article 85(b).

GRATUITIES AND PENSIONS

16. (a) The Directors may exercise the powers of the Company conferred by the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- (b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

17. (a) Clause 89 in Table A shall not apply to the Company.
- (b) No business shall be transacted at a Meeting of the Directors unless at the time there is a quorum present. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed, a Director appointed by each Member (or his alternate in any case), but not less than two individuals, shall be a quorum.
- (c) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- (d) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.
- (e) 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.

MINUTES

18. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

PRESIDENT, VICE-PRESIDENT AND PATRONS

19. The Directors may appoint any person to be the president and any person or persons to be vice-presidents or patrons of the Company for such term or terms specified at the time of appointment as they shall think fit. Such persons shall not by virtue only of such appointments be Directors or Members of the Company.

NOTICES

20. Clause 112 in Table A shall be read and construed as if the second sentence were omitted therefrom.
21. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

WINDING UP

22. On the winding-up and dissolution of the Company the provisions of the Memorandum of Association shall have effect as if repeated in these Articles.

INDEMNITY

23. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (b) Clause 118 in Table A shall not apply to the Company.

RULES OR BYE LAWS

24. The Directors may from time to time make such Rules or Bye Laws as they may deem necessary or expedient or convenient for the proper conduct and management of the company and for the purposes of prescribing the classes of and conditions of Membership, and in particular but without prejudice to the generality of the foregoing, they may by such Rules or Bye Laws regulate:-
 - (i) The admission and classification of Members of the Company, and the rights and privileges of such Members, and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members.

- (iii) The conduct of Members of the Company in relation to one another, and to the Company's servants.
- (iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.
- (iv) The procedure at general meetings and meetings of the Directors and Committees of the Company insofar as such procedure is not regulated by these presents.
- (v) The admission, rights, duties and liabilities of associates of the Company (if any).
- (vi) And, generally, all such matters as are commonly the subject matter of Company rules.

The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Bye Laws and any alteration or addition thereto or repeal thereof, which so long as they shall be in force, shall be binding on all Members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company and, in the case of any inconsistency between the Memorandum or Articles of Association and the Rules or Bye Laws of the Company, the provisions in the Memorandum and Articles shall prevail.

NAMES AND ADDRESSES OF SUBSCRIBERS

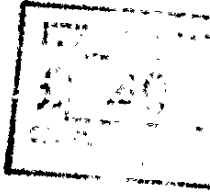
Instant Companies Limited,
2 Baches Street,
London N1 6UB

Swift Incorporations Limited,
2 Baches Street,
London N1 6UB

Dated the 14th day of August 1987

Witness to the above Signatures:- Terry Jayne,
2 Baches Street,
London N1 6UB

2184853



THE COMPANIES ACT 1985

A COMPANY LIMITED BY GUARANTEE

SPECIAL RESOLUTION

of

COUNCIL FOR THE RESPONSIBLE USE OF ALCOHOL
(Passed 26th October 1988)

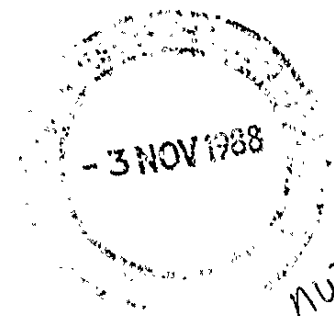
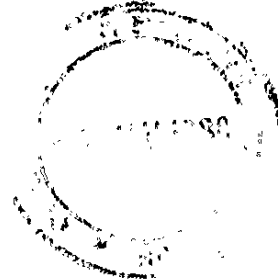
AT an Extraordinary Meeting of the above company duly convened and held on 26th October 1988 the following resolution was duly passed as a special resolution:-

SPECIAL RESOLUTION

THAT subject to its acceptance for registration by the Secretary of State for Trade and Industry and the Registrar of Companies the name of the Company be changed to "Alcohol Industry Council".

..... 

CHAIRMAN



NW
000051
240-

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2184853

I hereby certify that

COUNCIL FOR THE RESPONSIBLE USE OF ALCOHOL

having by special resolution changed its name,

is now incorporated under the name of

ALCOHOL INDUSTRY COUNCIL

Given under my hand at the Companies Registration Office,

Cardiff the 16 NOVEMBER 1988

S. M. Phillips
S. M. PHILLIPS

an authorised officer

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

MASTERMISSION LIMITED

(As amended by Special Resolution on 9th March 1988)

(As amended by Special Resolution on 26th October 1988)

1. The name of the company (hereinafter called "the Company") is Mastermission Limited.*
2. The registered office of the Company is to be situated in England and Wales.
3. The Company's objects are to promote commerce, art, recreation, science, education, religion, charity or any profession and anything incidental or conducive to any of those objects and, in particular but without limiting the generality of the foregoing, to promote the responsible use of alcohol and alcoholic beverages.

And the Company shall have the following powers:

- 3.1 to provide a code of professional conduct and courses and facilities for training and education for its members;
- 3.2 to produce, publish and distribute books, journals, periodicals and papers and generally to exploit the media and all other media for the dissemination of knowledge, whether alone or by way of joint co-operative activity with others;
- 3.3 to act in communication and co-operation with other institutions and bodies having similar or kindred objects, to maintain representation in or upon committees and other bodies and organisations active in fields of mutual concern and interest and to participate in joint activities and ventures;

* Changed by Special Resolution on 9th March 1988 to Council for the Responsible Use of Alcohol and by Special Resolution on 26th October 1988 to Alcohol Industry Council.

109 MAY 1989
M 35

- 3.4 to undertake and execute charitable trusts;
- 3.5 to carry on any other activities whatsoever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the activities of the Company;
- 3.6 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 or for the purpose of furthering the attainment objects of the Company or any of them;
- 3.7 to borrow and raise money in any manner including, without limitation, through subscription by members 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;
- 3.8 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 3.9 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- 3.10 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and warrants, debentures and other negotiable or transferable instruments and to operate bank accounts;
- 3.11 to invest hold and deal with the moneys of the Company not immediately required for its purposes in such manner as may from time to time be determined and to hold or otherwise deal with any investments made, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.12 to purchase, take on lease, or in exchange, hire or by any other means acquire and take options over any real or personal property and any rights or privileges of any kind over or in respect of any property, and to construct, maintain and alter buildings or erections;
- 3.13 to sell, exchange, let, mortgage, charge, develop, grant licences, options, rights and privileges in respect of or otherwise dispose of or turn to account the whole or any part of the property rights or assets of the Company, either together or in portions for such consideration as the Company may think fit,

and in particular for shares, debentures or securities of any company purchasing the same;

- 3.14 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patents rights, brevets d'inventions, secret processes, trade marks, designs, protections, concessions, copyrights, licences and the like and to disclaim, alter modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- 3.15 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);
- 3.16 to engage and pay any person or persons whether individual, firm or company, whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of, provide services to and advise the Company and to make any reasonable provision for the payment of pensions, insurance and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 3.17 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;
- 3.18 to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with, and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or

guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;

- 3.19 to promote, control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any activities or operations of or generally with respect to any such company or companies;
 - 3.20 to amalgamate with any companies, institutions, societies or associations;
 - 3.21 to pay out of funds of the Company all or any of the costs, charges and expenses of and incidental to the formation, registration and promotion of the Company, or to contract with any person or persons whether individual firm or company to pay the same;
 - 3.22 to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to prejudice the Company's interests;
 - 3.23 to procure the Company to be registered or recognised in any part of the world;
 - 3.24 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;
 - 3.25 to do all such other lawful things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
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 and no director of the Company 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 any payment in good faith by the Company:

- 4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;
- 4.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding 2% less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;
- 4.3 to any director of reasonable out-of-pocket expenses;
- 4.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;
- 4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director.
5. The word "company" in this Memorandum, except where listed 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.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) 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.
8. 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 body or bodies having objects similar to the objects of the Company or to some other body or bodies, the objects of which are the promotion of charity and anything incidental or conducive thereto, whether or not such body or bodies are members 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 body or bodies to be determined by the members of the Company at or before the time of dissolution.

WE the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Names and addresses of subscribers

1. Instant Companies Limited,
2 Baches Street
London N1 6UB

2. Swift Incorporations Limited,
2 Baches Street
London N1 6UB

Dated 14th August 1987

Witness to the above signatures:-

Terry Jayne
2 Baches Street
London N1 6UB

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

MASTERMISSION LIMITED

(As amended by Special Resolution on 9th March 1988)

(As amended by Special Resolution on 26th October 1988)

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

MASTESSION LIMITED

(As amended by Special Resolution on 9th March 1988)

(As amended by Special Resolution on 26th October 1988)

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) Clauses 2 to 35 (inclusive) 57, 59, 102 to 108 (inclusive), 110, 114, 116 and 117 in Table A shall not apply to the Company.
- (c) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

INTERPRETATION

2. Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

"clear days" in relation to a period of 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.

MEMBERS

3. The subscribers to the Memorandum of Association of the Company 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 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.
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, or dissolution in the case of any corporate Member.
5. It shall be lawful for the Directors to provide for the admission of such persons as they may think fit to be associates of the Company and for the rights, duties and liabilities (if any) of such associates but so that such persons shall not by virtue only of being associates as aforesaid be Members of the Company and their rights (if any) shall not include a right to speak or vote at general meetings of the Company. The Secretary shall keep a register of such associates.

GENERAL MEETINGS AND RESOLUTIONS

6. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:-
 - (i) in the case of an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (ii) in the case of any other General Meeting by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent. of the total voting rights at the Meeting of all Members.
- (b) The notice shall specify the time and place of the Meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.
- (c) The notice shall be given to all the Members and to the Directors and Auditors.

- (d) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
 - (e) Clause 38 in Table A shall not apply to the Company.
 - (f) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the Meeting. Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.
7. (a) Clause 40 in Table A shall not apply to the Company.
- (b) No business shall be transacted at any meeting unless a quorum is present at the time when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative in the case of any corporate Member shall be a quorum provided that every Member of the Company entitled to vote upon the business to be transacted at a meeting shall be represented at such meeting whether in person, by proxy or by duly authorised representative in the case of a corporate member.
- (c) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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 General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
- (d) Clause 41 in Table A shall not apply to the Company.
8. Clause 44 in Table A shall be read and construed as if the words "and at any separate meeting of the holders of any class of shares in the Company" were omitted therefrom.
9. Clause 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.

VOTES OF MEMBERS

10. (a) On a show of hands, every Member present in person

shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

- (b) Clause 54 and 55 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

- 11. (a) Clause 64 in Table A shall not apply to the Company.
- (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.
- (c) Each and every Member for the time being of the Company shall be entitled from time to time to appoint one Director and to remove from office any Director so appointed provided that no Member may use this power to appoint more than one Director to hold office as its appointee at the same time.
- (d) Any such appointment or removal of a Director shall be in writing signed by or on behalf of the Member concerned and shall be effective upon delivery to the office of the Company or at such later date as may be specified therein.
- (e) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.
- (f) Clause 83 in Table A shall be read and construed as if the words "of any class of shares or" were omitted therefrom.
- (g) Subject to paragraph (h) below, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, as an additional Director.
- (h) No person shall be appointed a Director at any General Meeting unless not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

- (i) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.
- (j) A Director appointed under sub-clauses (g) or (i) of this Clause shall hold office only until the next following Annual General Meeting, and if not then re-appointed shall vacate office at the conclusion of the Meeting or upon the appointment at the Meeting of another in his place.

BORROWING POWERS

- 12. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

- 13. (a) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents 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.
- (b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS

- 14. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, or if the Member who appointed such Director ceases to be a Member of the Company, and Clause 81 in Table A shall be modified accordingly.

DIRECTORS' APPOINTMENTS AND INTERESTS

- 15. The words "or which is a Member of the Company" shall be added at the end of Article 85(b).

GRATUITIES AND PENSIONS

16. (a) The Directors may exercise the powers of the Company conferred by the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- (b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

17. (a) Clause 89 in Table A shall not apply to the Company.
- (b) No business shall be transacted at a Meeting of the Directors unless at the time there is a quorum present. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed, a Director appointed by each Member (or his alternate in any case), but not less than two individuals, shall be a quorum.
- (c) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- (d) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.
- (e) 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.

MINUTES

18. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

PRESIDENT, VICE-PRESIDENT AND PATRONS

19. The Directors may appoint any person to be the president and any person or persons to be vice-presidents or patrons of the Company for such term or terms specified at the time of appointment as they shall think fit. Such persons shall not by virtue only of such appointments be Directors or Members of the Company.

NOTICES

20. Clause 112 in Table A shall be read and construed as if the second sentence were omitted therefrom.
21. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

WINDING UP

22. On the winding-up and dissolution of the Company the provisions of the Memorandum of Association shall have effect as if repeated in these Articles.

INDEMNITY

23. (a) Every Director or other officer of the company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (b) Clause 118 in Table A shall not apply to the Company.

RULES OR BYE LAWS

24. The Directors may from time to time make such Rules or Bye Laws as they may deem necessary or expedient or convenient for the proper conduct and management of the company and for the purposes of prescribing the classes of and conditions of Membership, and in particular but without prejudice to the generality of the foregoing, they may by such Rules or Bye Laws regulate:-
 - (i) The admission and classification of Members of the Company, and the rights and privileges of such Members, and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members.

- (ii) The conduct of Members of the Company in relation to one another, and to the Company's servants.
- (iii) The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.
- (iv) The procedure at general meetings and meetings of the Directors and Committees of the Company insofar as such procedure is not regulated by these presents.
- (v) The admission, rights, duties and liabilities of associates of the Company (if any).
- (vi) And, generally, all such matters as are commonly the subject matter of Company rules.

The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Bye Laws and any alteration or addition thereto or repeal thereof, which so long as they shall be in force, shall be binding on all Members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company and, in the case of any inconsistency between the Memorandum or Articles of Association and the Rules or Bye Laws of the Company, the provisions in the Memorandum and Articles shall prevail.

NAMES AND ADDRESSES OF SUBSCRIBERS

Instant Companies Limited,
2 Baches Street,
London N1 6UB

Swift Incorporations Limited,
2 Baches Street,
London N1 6UB

Dated the 14th day of August 1987

Witness to the above Signatures:- Terry Jayne,
2 Baches Street,
London N1 6UB



ALCOHOL INDUSTRY COUNCIL

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the above named Company will be held at 39 Portman Square London W1H 9HB on Wednesday 10th May 1989 at 09.15am to consider and if thought fit to pass the following resolution as a special resolution:-

SPECIAL RESOLUTION

THAT subject to its acceptance for registration by the Secretary of State for Trade and Industry and the Registrar of Companies the name of the Company be changed to "The Portman Group"

Dated 10th May 1989

BY ORDER OF THE BOARD

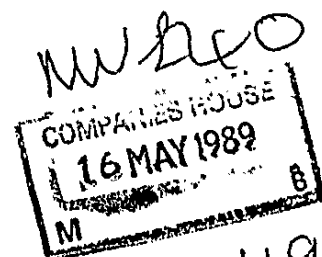
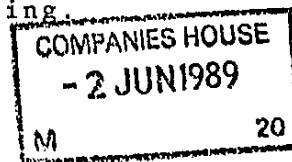
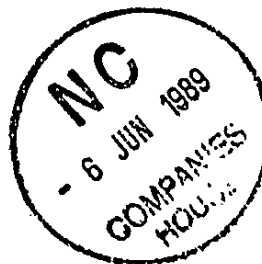

Secretary

Registered Office:

C/O Park Royal Brewery
London NW10 7RR

NOTE:

A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and, on a poll, to vote on his behalf. A proxy need not be a member of the Company. Proxies must be deposited at the registered office of the Company not less than 48 hours before the meeting.



000119

16 MAY 1989



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2184853

I hereby certify that

ALCOHOL INDUSTRY COUNCIL

having by special resolution changed its name,
is now incorporated under the name of

THE PORTMAN GROUP

Given under my hand at the Companies Registration Office,
Cardiff the 14 JUNE 1989

M. Rose
M. ROSE

an authorised officer

No. of Company: 2184853

THE COMPANIES ACT 1985

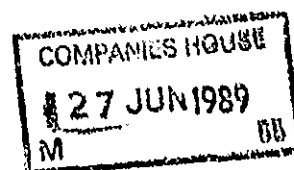
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

THE PORTMAN GROUP

(As amended by Special Resolution passed on 10th May 1989)



THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

THE PORTMAN GROUP

1. The name of the company (hereinafter called "the Company") is The Portman Group.*
 2. The registered office of the Company is to be situated in England and Wales.
-
- * The name of the Company was changed from the Alcohol Industry Council¹ by a Special Resolution passed on 10th May 1989.
1. The name of the Company was changed from the Council for the Responsible Use of Alcohol² by a Special Resolution passed on 26th October 1988.
 2. The name of the Company was changed from Mastermission Limited by a Special Resolution passed on 9th March 1988.

3. The Company's objects are to promote commerce, art, recreation, science, education, religion, charity or any profession and anything incidental or conducive to any of those objects and, in particular but without limiting the generality of the foregoing, to promote the responsible use of alcohol and alcoholic beverages.

And the Company shall have the following powers:

- 3.1 to provide a code of professional conduct and courses and facilities for training and education for its members;
- 3.2 to produce, publish and distribute books, journals, periodicals and papers and generally to exploit the media and all other media for the dissemination of knowledge, whether alone or by way of joint co-operative activity with others;
- 3.3 to act in communication and co-operation with other institutions and bodies having similar or kindred objects, to maintain representation in or upon committees and other bodies and organisations active in fields of mutual concern and interest and to participate in joint activities and ventures;
- 3.4 to undertake and execute charitable trusts;
- 3.5 to carry on any other activities whatsoever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the activities of the Company;
- 3.6 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 or for the purpose of furthering the attainment of the objects of the Company or any of them;
- 3.7 to borrow and raise money in any manner including, without limitation, through subscription by members 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;

- 3.8 to take and accept any gift of money, property or other assets whether subject to any special trust or not;
- 3.9 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;
- 3.10 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and warrants, debentures and other negotiable or transferable instruments and to operate bank accounts;
- 3.11 to invest hold and deal with the moneys of the Company not immediately required for its purposes in such manner as may from time to time be determined and to hold or otherwise deal with any investments made, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 3.12 to purchase, take on lease, or in exchange, hire or by any other means acquire and take options over any real or personal property and any rights or privileges of any kind over or in respect of any property, and to construct, maintain and alter buildings or erections;
- 3.13 to sell, exchange, let, mortgage, charge, develop, grant licences, options, rights and privileges in respect of or otherwise dispose of or turn to account the whole or any part of the property rights or assets of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures & securities of any company purchasing the same;

- 3.14 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patents rights, brevets d'inventions, secret processes, trade marks, designs, protections, concessions, copyrights, licences and the like and to disclaim, alter modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- 3.15 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);
- 3.16 to engage and pay any person or persons whether individual, firm or company, whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of, provide services to and advise the Company and to make any reasonable provision for the payment of pensions, insurance and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants;
- 3.17 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;

- 3.18 to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with, and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;
- 3.19 to promote, control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any activities or operations of or generally with respect to any such company or companies;
- 3.20 to amalgamate with any companies, institutions, societies or associations;
- 3.21 to pay out of funds of the Company all or any of the costs, charges and expenses of and incidental to the formation, registration and promotion of the Company, or to contract with any person or persons whether individual firm or company to pay the same;
- 3.22 to apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or

for any other purpose which may seem calculated directly or indirectly to prejudice the Company's interests;

- 3.23 to procure the Company to be registered or recognised in any part of the world;
 - 3.24 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;
 - 3.25 to do all such other lawful things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
4. The income and property of the Company shall be applied solely toward 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 and no director of the Company 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 any payment in good faith by the Company:

- 4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;
- 4.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding 2% less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;

- 4.3 to any director of reasonable out-of-pocket expenses;
- 4.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;
- 4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director.
5. The word "company" in this Memorandum, except where listed 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.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) 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.
8. 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 body or bodies having objects similar to the objects of the Company or to some other body or bodies, the objects of which the promotion of charity and anything incidental or conducive thereto, whether or not such body or bodies are members 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 body or bodies to be determined by the members of the Company at or before the time of dissolution.

WE the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Names and addresses of subscribers

1. Instant Companies Limited,
2 Baches Street
London N1 6UB.
2. Swift Incorporations Limited
2 Baches Street
London N1 6UB.

Dated 14th August 1987

Witness to the above signatures:-

Terry Jayne
2 Baches Street
London N1 6UB