

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

AMENDED MEMORANDUM OF ASSOCIATION

(amended by written resolution passed on 21st February 2007)

B.

OF

KCH (HOLDINGS) LIMITED

SATURDAY



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COMPANIES HOUSE

1. The Company's name is KCH (Holdings) Limited.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - 3.1 to carry on business as a general commercial company; that is to say:
 - 3.1.1 to carry on any trade or business whatsoever; and
 - 3.1.2 to do all such things as are incidental or conducive to the carrying on of any trade or business;
 - 3.2 to borrow or raise money in any manner and to secure by mortgage, charge or lien on the whole or any part of the Company's undertaking and property (whether present or future) including its uncalled capital, the discharge by the Company or any other person of any obligation or liability;
 - 3.3 to lend money and advance or give credit with or without security, but not to carry on the business of a registered money lender;
 - 3.4 generally to purchase, take on lease or exchange, hire or, by other means, acquire any real or person property and any rights or privileges over or in respect of it;
 - 3.5 to sell, lease, let on hire or otherwise dispose of any real or personal property or the undertaking of the Company, or any part of it, for such consideration as the directors think fit;

- 3.6 to enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee or otherwise provide security for, with or without the Company receiving any consideration for so doing or advantage from so doing, directly or indirectly, by person covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any other means whatever, the performance of the obligations and the payment of any monies (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any relative costs or expenses whether on any stocks, shares or securities or otherwise) by any company including, but not limited to, any company which is for the time being the Company's holding company or a subsidiary of the Company (each as defined by section 736 of the Companies Act 1985) or of the Company's holding company (as so defined) or any company which is, for the time being, a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other company whatever. For the purposes of this clause 3.6 "guarantee" shall be construed so as to include any other obligation howsoever described to pay, satisfy, provide funds (whether by advance of money, the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise by responsible for any indebtedness of any other company;
- 3.7 to establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to , any persons who are or were at any time directors or officers of, or in the employment or service of, the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or any such subsidiary or of any company which is a predecessor in business of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons as aforesaid, and to make payments for or towards insurance for the benefit of any such persons as aforesaid;
- 3.8 to establish and contribute to any scheme for the purchase of, or subscription by trustees for shares in the Company to be held for the benefit of the employees of the Company and to lend money to such employees or to trustees on their behalf to

enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them;

- 3.9 to purchase and maintain insurance cover for directors and other officers or auditors of the Company against any liability to the Company or to any other person against any negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against;
- 3.10 to amalgamate with any other company;
- 3.11 to make donations, gifts or contributions of any kind and for any purpose to any organisation, club or society whatsoever;
- 3.12 to pay or settle any claims made against the Company whether legally enforceable or not; and
- 3.13 subject to and in accordance with the provisions of the Companies Act 1985 (if and so far as such provisions shall be applicable) to give, directly or indirectly, financial assistance for the acquisition of shares or other securities of the Company or of any company or for the reduction or discharge of any liability incurred in respect of such acquisition.

and to do any of the foregoing either with or without receiving any payment or other consideration or benefit therefore and either in connection with any other business, activity or transaction or by itself.

AND SO THAT:

- 3.14 Each of the objects specified in each sub-clause of this clause 3 shall, except where otherwise expressed in such sub-clause, be regarded as an independent main object and shall not be limited or restricted by reference to or inference from the terms of any other sub-clause of this clause 3 or the name of the Company;
- 3.15 None of the sub-clauses of this clause 3 or the objects or powers specified or conferred in those sub-clauses shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects and powers provided in each sub-clause as if each sub-clause contained the objects of a separate company;

- 3.16 The word "company" in this clause 3 (except where it refers to this Company) shall be deemed to include any person or partnership or other body of persons whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere and words denoting the singular only shall include the plural and vice versa.
4. The liability of the members is limited.
5. The Company's share capital is £2,000,000 divided into 2,000,000 shares of £1 each.

We, the subscriber to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum and we agree to take the number of shares in the capital of the Company shown opposite our name.

NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBER(S)	NUMBER OF SHARES TAKEN BY THE SUBSCRIBER(S)
Kingston Communications (Hull) PLC 37 Carr Lane Hull East Yorkshire HU1 3RE	ONE

DATED 29 January 2007