

THE COMPANIES ACTS 1985 – 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

47-49 Thurloe Square Investments Limited
(the 'Company')

Circulation date. 7 NOVEMBER 2008

(Passed on 7 NOVEMBER 2008)

We, the undersigned, being the sole holder of the entire issued share capital of the Company entitling the holder to attend and vote at general meetings of the Company **hereby resolve** in accordance with Chapter 2 of Part 13 of the Companies Act 2006

Ordinary Resolution

'that the Company's authorised but unissued share capital be reduced by 9,987 ordinary shares of £1 00 each to 13 ordinary shares of £1 each'

Special Resolution

'that the Articles of Association in the form of the document attached to this resolution be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company'



For and on behalf of
Temple Secretarial Limited



NOTES

- 1 If you agree to this Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company. If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.
- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 3 Unless, within 28 days of the Circulation date, agreement has been received from you for the Resolution to be passed, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches the Company on or before this date.

THE COMPANIES ACTS 1985–2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

47=49 Thurloe Square Investments Limited
(the 'Company')

(Adopted by Special Resolution dated 7 November 2008)

1 Preliminary

1 1 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 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826) ('Table A') shall apply to the Company, save in so far as they are varied or excluded by these Articles. References in these Articles to numbered Regulations are references to Regulations in Table A.

1 2 Save where the context otherwise permits the following words and expressions shall have the following meanings

'1985 Act'	the Companies Act 1985 including any statutory modification or re-enactment of it,
-------------------	--

'2006 Act'	the Companies Act 2006 including any statutory modification or re-enactment of it,
-------------------	--

'Board'	the board of directors as constituted from time to time or any committee appointed by such board in accordance with these Articles,
'Business Day'	any day which is not a Saturday, Sunday or a public holiday and on which banks are ordinarily open for business in the City of London,
'Excess Sale Shares'	shall have the meaning set out in Article 6 3(e),
'Family Member'	in relation to a particular person, that person's husband, wife, civil partner, mother, father, brother, sister, child (including step and/or adopted child) or other lineal descendant,
'Family Trust'	a trust or settlement set up wholly for the benefit of a member or former member and/or all or any of that member's or former member's Family Members (but so that the inclusion of a charity as an ultimate default beneficiary shall not prevent a trust or settlement from being a Family Trust),
'Minimum Transfer Condition'	shall have the meaning set out in Article 6 2(e),
'Permitted Transfer'	a transfer of shares in accordance with Article 5,
'Permitted Transferee'	a person to whom a Permitted Transfer of shares may be made,
'Prescribed Price'	the price per Sale Share specified in a Transfer Notice,
'Proportional Entitlement'	shall have the meaning set out in Article 6 3(d),
'Proposing Transferor'	shall have the meaning set out in Article 6 1,
'Purchaser'	a member willing to purchase Sale Shares comprised in a Transfer Notice,
'Sale Notice'	shall have the meaning set out in Article 6 9,
'Sale Shares'	all shares comprised in a Transfer Notice,
'Transfer Notice'	a written notice served by a member on the Company in accordance with Article 6,

- 1 3 Where a specific reference is made to a section number of the 1985 Act, it shall be interpreted as a reference to that section of the 1985 Act or its equivalent under the 2006 Act then in force

2 **Share Capital**

The share capital of the Company is £13 divided into 13 Ordinary shares of £1 each

3 **Issue of shares**

- 3 1 Subject to the provisions of the Act, to the provisions of these Articles and to any resolution of the Company, for the purpose of s80 of the Act and all other purposes, the directors shall have authority to exercise any power of the Company to offer, allot or otherwise dispose of any shares, or any other relevant securities in the Company, to such persons, at such times and generally on such terms and conditions as they think proper provided that (in so far as the Company shall not have varied, renewed or revoked the said authority) the directors shall not be authorised to make any offer or allotment of shares in the Company, or grant any right to subscribe for, or to convert any securities into, shares in the Company if such allotment, or an allotment in pursuance of such offer or right, would or might result in the aggregate of the relevant securities in issue exceeding, in nominal value, the amount of the authorised share capital of the Company on the incorporation of the Company, and such limitation shall determine the maximum amount of the relevant securities which at any time remain to be allotted by the directors under this Article 3 1
- 3 2 The period within which such authority may be exercised shall be limited to five years, commencing upon the incorporation of the Company
- 3 3 Any shares in the Company for the time being unissued shall, before they are issued, be offered to the members in proportion to their existing holdings of shares as nearly as the circumstances admit. Such offer shall be made by notice specifying the number of shares offered and limited to a time within which the offer, if not accepted, will be deemed to be declined. After the expiration of such time or, if earlier, on the receipt of a notice from the person to whom the offer has been made that he declines to accept the shares offered, the directors may subject to these Articles dispose of the same in such manner as they think most beneficial to the Company

- 3 4 S89(1) and s90(1) - (6) of the 1985 Act shall not apply to the Company

4 **Transfers of shares – general provisions**

- 4 1 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and may be executed solely by or on behalf of the Proposing

Transferor, whether the share is fully paid or not Regulation 23 shall be modified accordingly

- 4 2 No member may transfer any shares other than in accordance with Articles 4 to 6 Subject to Articles 4 3 to 4 7 and 6 12(b), the directors shall be required to register promptly any transfer of shares made in accordance with the provisions of Articles 4 to 6, but shall not register any transfer of shares not permitted by those Articles Regulation 26 shall not apply to the Company
- 4 3 The directors may refuse to register a transfer unless
- (a) it is lodged at the registered office or such other place as the directors may appoint and it is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer,
 - (b) it is in respect of only one class of share, and
 - (c) it is in favour of not more than four transferees
- 4 4 The directors may also refuse to register a transfer of a share if it is the transfer of a share
- (a) on which the Company has a lien,
 - (b) to a bankrupt, a minor or a person of unsound mind, or
 - (c) which is not fully paid up
- 4 5 For the purposes of Articles 4 to 6 inclusive, a reference to a transfer of a share shall include (without limitation) the transfer or sale of the legal title to and/or the beneficial ownership in a share, the transfer or sale of any other interest in or right attaching to a share, the grant or creation of any option, mortgage, charge, lien, encumbrance or trust over a share or over any interest in or right attaching to a share or any direction (whether by way of renouncement or assignment or otherwise) of any right to receive or subscribe for a share, in each case whether or not for consideration and whether or not by means of an instrument in writing
- 4 6 Any transfer or purported transfer of shares made otherwise than in accordance with Articles 4 to 6 shall be void and of no effect and the directors shall be entitled to refuse to register the transfer or purported transfer in question
- 4 7 For the purpose of ensuring that a transfer of shares is duly authorised under these Articles, the directors may from time to time require any member or former member or the personal representatives or trustee in bankruptcy, receiver, administrator or liquidator of any member or any person named as transferee in any instrument of transfer lodged for registration to

provide to the Company such information as the directors think reasonable regarding any matter which they consider relevant. If such information is not provided to the reasonable satisfaction of the directors within 15 Business Days after request, the directors shall be entitled to refuse to register the transfer in question.

5 Permitted transfers

5.1 Notwithstanding the provisions of Article 6

- (a) any member may at any time transfer shares to a Family Member over the age of 18 or to the trustees of a Family Trust,
- (b) any member who is a trustee of a Family Trust may at any time transfer shares to
 - (1) the new or remaining trustees of the Family Trust upon any change of trustees, and
 - (2) any person (being a Family Member of a member or of a former member who has previously transferred some or all of his shares in accordance with Article 5.1(a)) on their becoming entitled to such shares under the terms of the Family Trust,
- (c) any member holding shares as a result of a transfer made after the date of the adoption of these Articles by a person in relation to whom such member was a Permitted Transferee may at any time transfer shares to the person who originally transferred such shares to him (or to any other Permitted Transferee of such original transferor)

5.2 Whilst any shares are being transferred in accordance with Article 6 no transfers of shares pursuant to Article 5.1 shall be permitted

6 Transfers of shares subject to pre-emption rights

Transfer Notice

- 6.1** Save in respect of a Permitted Transfer, any member who proposes to transfer any shares (a '**Proposing Transferor**') shall first give a Transfer Notice to the Board. The Transfer Notice shall constitute the Company his agent for the sale of those shares at the Prescribed Price. Except as provided in this Article, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Board.

Contents of Transfer Notice

- 6.2** A Transfer Notice

- (a) shall specify the number of Sale Shares,
- (b) shall specify the Prescribed Price per Sale Share,
- (c) shall, if the Proposing Transferor has received any offer to purchase shares (whether or not an offer capable of becoming legally binding upon acceptance), within the period of three months prior to service of the Transfer Notice, give the name of the offeror, the number of shares concerned and the price per share offered,
- (d) shall specify the name of the third party (if any) to whom he proposes to transfer the Sale Shares,
- (e) may state that unless Purchasers are found for all or not less than a specified number of the Sale Shares, he shall not be bound to transfer any of such shares (**'Minimum Transfer Condition'**)

Offer of Sale Shares to members

6 3 The Sale Shares shall, within 5 Business Days following receipt of the Transfer Notice be offered by the Company for purchase at the Prescribed Price in the following manner

- (a) all offers shall be made by notice in writing,
- (b) all offers shall limit a time (being 15 Business Days) within which the offer must be accepted in writing or, in default, will be deemed to have been declined,
- (c) a copy of such offers shall at the same time be sent by the Company to the Proposing Transferor,
- (d) the Sale Shares shall be offered to the members (other than the Proposing Transferor) in proportion (as nearly as may be) to the nominal amount of their existing holding of shares at that time (**'Proportional Entitlement'**), and
- (e) each member to whom the offer is made (if more than one) shall be invited to indicate whether, if he accepts the number of Sale Shares offered to him pursuant to Article 6 3, he wishes to purchase any Sale Shares offered to other members in the same offer which they decline to accept (such Sale Shares being referred to as **'Excess Sale Shares'**) and if so the maximum number of Excess Sale Shares he wishes to purchase

Acceptance

- 6 4 Any member to whom Sale Shares are offered may accept all or some only of the Sale Shares offered to him. Acceptances must be in writing and received by the Company within the period stipulated for acceptances in Article 6 3(b)

Allocation of Sale Shares

- 6 5 If the Transfer Notice contains a Minimum Transfer Condition, the Company may not make any allocation of Sale Shares unless and until it has found Purchasers for the minimum number of shares specified in the Minimum Transfer Condition
- 6 6 Subject to Article 6 5, the Company shall allocate the Sale Shares and any Excess Sale Shares between the members who have indicated that they wish to purchase Sale Shares as follows
- (a) if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each member shall be allocated the number applied for in accordance with his application, but
 - (b) if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each member shall be allocated his Proportional Entitlement or such lesser number of Sale Shares for which he has applied and applications for Excess Sale Shares shall be allocated in accordance with such applications or, in the event of competition, among those members applying for Excess Sale Shares in such proportions as equal (as nearly as may be) the proportions of all the shares held by such members
- 6 7 If any provision of this Article 6 would result in any member being offered a fractional number of shares, the Board shall round the offer or allocation up or down to a whole number of shares (which shall, for the avoidance of doubt, include zero), in such manner as they may in their absolute discretion determine
- 6 8 Allocations of Sale Shares made by the Company pursuant to Article 6 6 shall constitute the acceptance by the persons to whom they are allocated of the offer to purchase those shares, provided that no person shall be obliged to take more than the maximum number of Sale Shares that he has indicated to the Company he is willing to purchase
- 6 9 The Company shall forthwith upon allocating any Sale Shares give notice in writing (a '**Sale Notice**') to the Proposing Transferor and to each member to whom Sale Shares have been allocated of the number of Sale Shares so allocated and the aggregate price payable for them

6 10 Completion of the sale and purchase of the Sale Shares in accordance with the Sale Notice shall take place within 10 Business Days of the date of the Sale Notice Upon completion

- (a) the Proposing Transferor shall deliver to the Company duly executed stock transfer forms transferring the Sale Shares specified in the Sale Notice to the Purchasers to whom they have been allocated, together with the relevant share certificate relating to the Sale Shares,
- (b) each Purchaser shall make payment to the Company of the relevant price due, to be held by the Company on trust for the Proposing Transferor, and the Company's receipt of the purchase money shall be a good discharge to each Purchaser, and
- (c) the Company shall as soon as practicable transfer the purchase price to the Proposing Transferor and, subject to any due stamping (which shall be at the cost of each Purchaser in respect of such number of Sale Shares as have been allocated to him), register the transfer of the Sale Shares and issue new share certificates in favour of each Purchaser as appropriate

6 11 Failure to transfer

If any person, after having become bound to transfer any Sale Shares under these Articles, shall fail to do so, the Board may authorise any person (who is (as security for the performance of the Proposing Transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney and agent of the Proposing Transferor for the purpose) to execute on behalf of and as attorney and agent for the Proposing Transferor any necessary instruments of transfer and shall register the relevant Purchaser as the holder of the Sale Shares The Company's receipt of the purchase money shall be a good discharge to the relevant Purchaser, and the Company shall hold the purchase money on trust for the Proposing Transferor To the fullest extent permitted by law, after the name of the relevant Purchaser has been entered in the register of members of the Company in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person

6 12 Share transfers to third parties

If all the Sale Shares are not sold under the provisions contained in Articles 6 1 to 6 11, the Company shall (forthwith upon the exhaustion of such provisions) so notify the Proposing Transferor and the Proposing Transferor may at any time, within three calendar months after receiving such notification, transfer to any third party (including the Company) any unsold Sale Shares at any price not less than the Prescribed Price, provided that

- (a) if the Proposing Transferor stipulated in the Transfer Notice a Minimum Transfer Condition which has not been satisfied, the Proposing Transferor shall not be entitled to sell any Sale Shares unless he complies with such Minimum Transfer Condition, and
- (b) any such sale shall be a sale in good faith and the Board may require to be satisfied (in such manner as it may reasonably think fit) that the Sale Shares are being sold for not less than the Prescribed Price without any deduction, rebate or allowance whatsoever and if not so satisfied may refuse to register the transfer

7 Lien

The Company shall have a first and paramount lien on every share in the Company, whether fully paid or not, registered in the name of any person, whether as sole or joint holder, indebted to the Company for all monies due to the Company, whether in respect of that share or not. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to any amount payable in respect of it. The registration of a transfer of a share shall operate as a waiver of any lien of the Company. Regulation 8 shall not apply to the Company.

8 Proceedings at General Meetings

Unless otherwise determined by ordinary resolution, one person entitled to vote upon the business to be transacted shall be a quorum. Regulation 40 shall be modified accordingly.

9 Number of directors

Unless otherwise determined by ordinary resolution the number of directors (other than alternate directors) shall not be subject to any maximum and the minimum number shall be one. Regulation 64 shall be modified accordingly.

10 Appointment and Removal of directors

- 10.1 Regulations 76 and 77 (requirements on appointment of directors) shall not apply to the Company.
- 10.2 Without prejudice to the powers of the directors under Regulation 79, a member or members holding more than half in nominal amount of the issued share capital of the Company shall have power to appoint any person or persons as a director or directors, either as an addition to the existing directors or to fill any vacancy, and to remove from office any director howsoever appointed.

10 3 Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or by their duly appointed attorney or attorneys Any such instrument may consist of several documents in the like form each signed or approved by one or more of the members or their attorneys (or, in the case of a member which is a body corporate, by a director of it or by a duly appointed representative) and shall take effect upon delivery to the registered office of the Company

10 4 Regulation 81 shall apply with the addition of sub-clause (f) as follows

"(f) he is removed from office pursuant to Article 8 of the articles of the company"

11 **Proceedings of directors**

11 1 Any director may participate in a meeting of the directors by means of telephone or other means of communication whereby all persons participating in the meeting can speak to each other and hear each other speak Participation in a meeting in this manner shall constitute presence in person at such meeting and be counted in a quorum accordingly

11 2 If there is an equality of votes at any meeting of the directors, the chairman shall not have a second or casting vote Regulation 88 shall be modified accordingly

11 3 The quorum necessary for the transaction of the business of the directors may be fixed by the directors and until so fixed shall be one Regulation 89 shall be modified accordingly

12 **Directors' Interests**

Any director who is in any way either directly or indirectly interested in an existing contract or arrangement or a proposed contract or arrangement with the Company who first declares the nature of his interest to a meeting of the directors may vote (and such vote shall be counted) at any meeting of directors or of a committee of directors in relation to any existing or proposed contract or arrangement in which he, or any person with whom he is for any purpose of the Act connected, is directly or indirectly interested He may also be taken into account in ascertaining whether a quorum is present at any meeting of the directors or of a committee of the directors at which any such contract or arrangement is proposed or considered Regulation 94 shall be modified accordingly and Regulations 95 and 97 shall not apply to the Company

13 **Borrowing Powers**

The directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part of them, and, subject to s80 of the Act, to issue debentures, debenture stock or other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

14 Indemnity

To the extent permitted by law and, in particular but without limitation, to ss232-235 of the 2006 Act, every director, manager, the secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in his capacity as such officer

- 14 1 in defending any proceedings (whether civil or criminal) except where he is convicted or judgment is given against him, or
- 14 2 in connection with any application to the court for relief except where the application is made under s144(3) or (4) of the 1985 Act (acquisition of shares by innocent nominee) or s727 of the 1985 Act (general power to grant relief in case of honest and reasonable conduct) and relief is refused by the court

Regulation 118 shall be modified accordingly

**Name, Address and Description
of Subscriber**

Number of ordinary shares taken

Temple Secretarial Limited
16 Old Bailey
London
EC4M 7EG

ONE

TOTAL NUMBER OF SHARES TAKEN UP

ONE

Dated 10 January 2008

Company No 6469481

The Companies Acts 1985–2006

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

47-49 Thurloe Square Investments Limited

withers ^{LLP}

16 Old Bailey

London

EC4M 7EG

Tel +44 (0)20 7597 6000

Fax +44 (0)20 7597 6543

Ref prb/czb

THE COMPANIES ACTS 1985–2006

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

47-49 Thurloe Square Investments Limited

(the 'Company')

(Amended by Ordinary Resolution dated 7 November 2008)

- 1 The Company's name is 47-49 Thurloe Square Investments Limited
- 2 The Company's Registered Office is to be situated in England and Wales
- 3
 - 3 1 The object of the Company is to carry on business as a general commercial company
 - 3 2 To the extent that any of the following are not included in clause 3 1 the Company shall have the following additional objects
 - (a) to carry on the business of a holding company and to acquire by purchase, exchange, subscription or otherwise and to hold the whole or any part of the securities in any companies for the time being engaged, concerned or interested in any industry, trade or business and to promote the beneficial co-operation of any such companies as well with one another as with the Company and to exercise in respect of such investments and holdings all the rights, powers and privileges of ownership,

- (b) to purchase, take on lease or by other means acquire any freehold, leasehold or other property for any estate or interest whatever and any rights, privilege or easements over or in respect of any property and any buildings, workrooms, shops, warehouses, farms, dairies, factories, mills, works, machinery, engines, motors, rolling stock, plant, live and dead stock or things and any real or personal property or rights whatsoever which may be necessary for or may be conveniently used with or may enhance the value of any other property of the Company,
- (c) to borrow or raise or secure the payment of money in any manner on any terms and for any purposes whatsoever, whether alone or jointly and/or severally with any other person or persons and to secure any debt, obligation or liability whatsoever by mortgages of or charges upon all or any part of the undertaking, real and personal property, assets, rights and revenues (present or future) and uncalled capital of the Company, to create and issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures, debenture stock or other securities of any description either permanent or redeemable or repayable, for the purposes of or in connection with the borrowing or raising of moneys by the Company to become a member of any building society, and also as security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly,
- (d) to receive money on deposit or loan upon such terms as the Company may approve,
- (e) to lend and advance money or give credit or financial accommodation in any manner on any terms and for any purposes whatsoever, whether with or without interest and whether or not supported by guarantee and/or security, to any person or company, including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by s736 of the Companies Act 1985) of the Company or of the Company's holding company or is controlled by the same persons as control the Company (or any holding company of the Company) or is otherwise associated with the Company in business or engaged with it in any enterprise, transaction or venture and to the extent that the same is permitted by law, to give financial assistance by any means for the purpose of acquisition of shares in the Company or the Company's holding company for the time being,
- (f) to invest and deal with the moneys of the Company in such manner as the Company may from time to time decide and to hold or otherwise deal with any investments made,

- (g) to enter into any guarantee, bond, contract of indemnity, suretyship or joint obligation and otherwise give security or become responsible for the performance of any obligations or the discharge of any liabilities by any person or company in any manner on any terms and for any purposes whatsoever, whether alone or jointly and/or severally with any other company or companies and whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company,
- (h) to guarantee, support or secure by personal covenant or by mortgaging or charging all or any part of the undertaking, real and personal property, assets and revenues (present and future) and uncalled capital of the Company, or by both such methods, or in any other manner any debts, obligations or securities whatsoever, including (without limitation) those of any company which is for the time being the holding company or a subsidiary (both as defined by s736 of the Companies Act 1985) of the Company or of the Company's holding company or is controlled by the same persons as control the Company (or any holding company of the Company) or is otherwise associated with the Company in business or engaged with it in any enterprise, transaction or venture,
- (i) to grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons, their dependants or connections, to make payments towards insurance including insurance for any director, officer or auditor against any liability as is referred to in ss232-235 of the Companies Act 2006 or s310(1) of the Companies Act 1985 and to support or subscribe to any charity funds or institutions, the support of which may, in the opinion of the directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees,
- (j) to draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments,
- (k) to enter into any partnership or joint venture arrangement or arrangement for sharing profits, union of interests or co-operation with any company carrying on or proposing to carry on any business within the objects of the Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to

guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company,

- (l) to enter into any partnership or joint venture arrangement or arrangement for sharing profits, union of interests or co-operation with any firm or individual carrying on or proposing to carry on any business within the objects of this Company, and to guarantee the contracts or liabilities of such firm or individual, and to subsidise or otherwise assist any such firm or individual,
- (m) to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company,
- (n) 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,
- (o) to amalgamate with any other company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or any controlling interest in the shares or stock of this or any such company, or by partnership, or any arrangement of the nature of partnership, or in any other manner,
- (p) 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 for any reason 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,

- (q) to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law,
- (r) 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,
- (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, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company,
- (t) to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, subcontractors or otherwise,
- (u) to do all such things as are incidental or conducive to the above objects or any of them,

And it is hereby declared that in the construction of this clause the word 'company' except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or unincorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed not be in any way limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of such paragraphs defined the objects of a separate, distinct and independent company

4 The liability of the members is limited

5 The Company's share capital is £13 divided into 13 shares of £1 each ¹

The shares in the original or any increased capital may be divided into several classes, and there may be attached to classes of shares any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise

¹ The Company's share capital was reduced from £10,000 by ordinary resolution dated 7 November 2008

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 shown opposite our name

Name, Address and Description of Subscriber	Number of ordinary shares taken by subscriber
Temple Secretarial Limited 16 Old Bailey London EC4M 7EG	ONE
TOTAL NUMBER OF SHARES TAKEN UP	ONE

Dated 10 January 2008