



FILE COPY

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

Company No. 6946832

The Registrar of Companies for England and Wales hereby certifies that

A BEST KEPT SECRET LIMITED

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

Given at Companies House on **29th June 2009**



N06946832P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF A BEST KEPT SECRET LIMITED

1. The Company's name is A Best Kept Secret Limited.
2. The Company's registered office is to be situated in England and Wales.
3. The objects of the Company are:-
 - (a) To carry on business as a general commercial company.
 - (b) To carry out any activity and to effect any transaction whatsoever whether or not that activity or transaction is incidental or conducive to the carrying on of any trade or business by the Company.
 - (c) Without prejudice to the generality of paragraphs 3(a) and (b) or to the objects and powers of the Company derived from Section 3A of the Companies Act 1985 the Company has the following objects:-
 - (i) To purchase or by any other means acquire any interest in any property (real or personal) or rights whatsoever, and to dispose of, use, deal with 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, or exercise any of the rights of an owner of such property or interest in property.
 - (ii) To acquire any other company or business whatsoever or all or any of the assets or liabilities of any company or business or of the persons carrying on any business, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement with any company, business or person and control, manage, finance, subsidise, co-ordinate or otherwise assist any company, business or person, and to enter any other arrangements which may seem desirable with respect to any business or operations of, or generally with respect to, any company, business or person or otherwise to assist any such company, business or person.
 - (iii) To invest and deal with the Company's money and other assets and property in any manner whatsoever.
 - (iv) To lend and advance money or give credit on any terms and for any purpose whatsoever and with or without security and to grant any mortgages, charges, securities and encumbrances over all or any of the Company's property, or any interest therein and to enter into guarantees, contracts of indemnity and suretyships of all kinds.
 - (v) To borrow and raise or secure the payment of money in such manner and upon such terms as the company may think fit and to enter with or without consideration into any guarantee, contract of indemnity or counter-indemnity or suretyship whether by personal covenant or otherwise to receive money on deposit or loan upon any terms and in particular but without limiting the generality of the foregoing to secure or guarantee in any manner and upon any terms the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing, any company which is, within the meaning of Section 736 of the Companies Act 1985 (or any statutory re-enactment or modification thereof) in relation to the company a subsidiary or a holding company or a subsidiary of any such holding company and for any such purposes to mortgage or charge the undertaking and all or any part of the property, assets and rights of the company both present and future,



including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

(vi) 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 government or authority, municipal, local or otherwise, in any part of the world.

(vii) 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.

(viii) 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.

(ix) To make gifts and donations and to support and subscribe to any charitable or public object or any institution, society, or club; 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, business or person whatsoever and to the spouses, former spouses, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain pensions and other funds or schemes for the benefit of any such persons.

(x) To give any such financial assistance as is mentioned in Sections 151 to 158 of the Companies Act 1985 (including any re-enactment or modification thereof), provided that the giving of such assistance is in accordance with those provisions.

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

None of the objects in any paragraph of this Clause shall be restrictively construed but each provision shall be given the widest possible interpretation, and none of the objects set out above shall be restricted to being exercised in a way which is incidental or conducive to the carrying on of any business by the Company, or shall in any way be limited or restricted by reference to or inference from any other object or objects or the name of the Company; and none of the objects in any paragraph of this Clause shall be deemed to be subsidiary or ancillary to any of the objects specified in any other paragraph, and the Company shall have as full a power to exercise each and every one of the objects as though each such paragraph contained the objects of a separate company.

4. The liability of the Members is limited.

5. The Company's share capital is £100 divided into one hundred shares of £1 each.

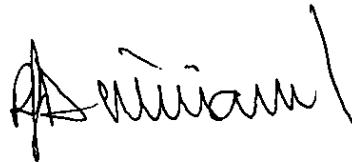
We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our names.

Names and addresses of subscribers

Number of shares taken

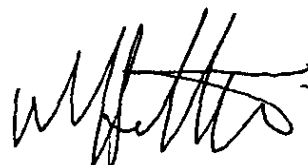
Richard John David Williams
12 Hotspur Street
Tynemouth
North Shields
Tyne and Wear
NE30 4EJ

1



Wayne Michael Hilton
5 Park Avenue
North Shields
Tyne and Wear
NE30 2EU

1



Total: 2

Dated 12th June 2009

Witness to the above signatures:

Angela Stanger-Leathes
29 Howard Street
North Shields
Tyne and Wear
NE30 1AR



THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF A BEST KEPT SECRET LIMITED

Interpretation

In these regulations -

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (S) 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S) 1985 No. 1052)

Unless the context requires otherwise, words or expressions in these regulations have the same meaning as in Table A.

Preliminary

1. The regulations in Table A apply to the company except in so far as they are excluded or varied by these articles.

Allotment of shares

2. (a) Shares which are part of the authorised share capital with which the company is incorporated shall be under the control of the directors who may (subject to section 80 of the Act and to paragraph (f) below) allot, grant options over or otherwise dispose of such shares, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the company is incorporated, and which the directors propose to issue, shall first be offered to the members in proportion (as nearly as they may be) to the number of shares in the company already held by them respectively, unless the general meeting directs otherwise by special resolution. The offer shall be made by notice in writing specifying the number of shares offered, and stating a period (of not less than fourteen days) within which the offer, if not accepted, will be deemed to have been declined. After the expiration of that period, those shares which have been declined, or which are deemed to have been declined, shall be offered to the members who have, within the stated period, accepted all the shares offered to them. Such further offer shall be made in like terms, in the same proportions and the same manner, and limited by a like period as the original offer.

(c) Any shares not accepted in response to such an offer (or further offer) as is mentioned in paragraph (b), or which cannot be offered except by dividing shares into fractions, shall be under the control of the directors, who may allot, grant options over or otherwise dispose of them to such persons, on such terms and in such manner as they think fit, provided that they shall not be disposed of on terms which are more favourable than the terms on which they were offered to the members.

(d) Any shares released from the provisions of paragraph (b) by special resolution shall be under the control of the directors, who may (subject to section 80 of the Act and to paragraph (f) below) allot, grant options over or otherwise dispose of them to such persons, on such terms and in such manner as they think fit.

(e) In accordance with section 91(1) of the Act, sections 89(1) and 90(1) to (6) (inclusive) of the Act (which impose statutory rights of pre-emption) shall not apply to the company.

(f) The directors are generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the company to allot and grant rights to subscribe for, or convert securities into, shares of the company up to the amount of the authorised share capital with which the company is incorporated at any time or times during the period of five years from the date of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the company within that period. The authority hereby given may at any time (subject to section 80) be renewed, revoked or varied by Ordinary Resolution of the company in general meeting.

Transfer of Shares

3. (a) No shares shall be transferred unless and until the following conditions of this Article are complied with.

(b) Any member proposing to transfer his shares ("the Proposing Transferor") shall give notice in writing ("the Transfer Notice") to the Directors that the Proposing Transferor desires to transfer such shares. In the Transfer Notice the Proposing Transferor shall specify:

(i) the number and class of shares which the Proposing Transferor wishes to transfer ("the Transfer Shares") (which may be all or part only of the shares then held by the Proposing Transferor.

(ii) whether or not the Proposing Transferor has received an offer from a third party for the Transfer Shares and if so the identity of any such third party and the price offered for the Transfer Shares.

(iii) the Transfer Notice shall constitute the Company (by its Board of Directors) as the agent of the Proposing Transferor with power to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price (as hereinafter defined). Once given a Transfer Notice may not be revoked (save as otherwise provided in these Articles) save with the prior written consent of all the other members or in accordance with Article 3

(c) Where a Transfer Notice is given in respect of more than one class of shares it shall be deemed for the purpose of this Article to comprise a number of separate Transfer Notices, one in respect of each such class.

(d) Within seven days after the receipt of any Transfer Notice the Directors shall serve a copy of that Transfer Notice on all the members other than the Proposing Transferor. In the case of a Deemed Transfer Notice the directors shall similarly serve notice on all the members (including the Proposing Transferor) notifying them that the same has been deemed to have been given, within one month after (i) the date of the event giving rise to the Deemed Transfer Notice, or (ii) (if later) the date on which the directors (as a whole) actually became aware of such event.

(e) Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase at the Transfer Price. The Transfer Price shall be such price as shall be agreed in writing between the Proposing Transferor and the directors or in the absence of such agreement (whether by reason of disagreement, death or otherwise) within 21 days after the service of notices pursuant to Article 3 (d) the Transfer Price will be determined by the Company's auditors ("the Auditors"). The Auditors shall act as experts and not as arbitrators and, subject to the provisions of Article 3 (h), their written determination shall be final and binding on the members.

(f) The Auditors shall certify the open market value of the Transfer Shares as at the date of the Transfer Notice on the following assumptions and bases:-

(i) valuing the Transfer Shares as an arms length sale between a willing vendor and a willing purchaser.

(ii) if the Company is then carrying on business as a going concern on the assumption that it will continue to do so.

(iii) that the Transfer Shares are capable of being transferred without restriction.

(iv) valuing the Transfer Shares as a rateable proportion of the then total value of all the issued shares of the Company which value shall not be discounted or enhanced by reference to a class of the Transfer Shares or the number thereof. If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Auditors in such manner as they shall in their absolute discretion think fit. The Transfer Price per Transfer Share shall be a sum equal to the value of the Transfer Shares determined as aforesaid divided by the number of the Transfer Shares. The Company will use its reasonable endeavours to procure that the Auditors determine the Transfer Price within twenty one days of being requested so to do.

(g) If the determination of the Transfer Price is referred to the Auditors, the date of determination of the Transfer Price ("the Determination Date") shall be the date on which the directors receive the Auditor's determination of the Transfer Price in writing, or if an independent firm of Chartered Accountants is appointed by virtue of Article 3 (h) (i) below, the date on which the directors receive the independent firm of Chartered Accountants' determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between the Proposing Transferor and the directors as aforesaid then the Determination Date shall be the date on which such agreement is made.

(h) (i) where the Auditors have determined the Transfer Price as aforesaid the Proposing Transferor shall be entitled if the Transfer Price is not acceptable to him to give notice to the directors within seven days after the Determination Date that he requires an independent firm of Chartered Accountants who are not, or have not previously been, the Company's Auditors to be appointed to determine the Transfer Price. Such independent firm of Chartered Accountants shall be appointed either by the Proposing Transferor or the directors by agreement, or in default of agreement, by written request made by either the Proposing Transferor or the Company to the President for the time being of the Institute of Chartered Accountants in England and Wales to appoint a suitable firm of Chartered Accountants to determine the Transfer Price. The independent firm of Chartered Accountants shall adopt the same procedures, assumptions and bases set out in these Articles in determining the Transfer Price and their written determination shall be final and binding upon the members.

(ii) as an alternative to Article 3 (h) (i), where the Auditors have determined the Transfer Price as aforesaid the Proposing Transferor shall be entitled if the Transfer Price is not acceptable to him (save in the case of a Deemed Transfer Notice served pursuant to a Relevant Event) to revoke the Transfer Notice by giving notice in writing to the Directors that he does so within a period of fourteen days after the Determination Date (such period being hereinafter referred to as ("the Withdrawal Period") provided always that this right shall not apply to the Transfer Price as determined by an independent firm of Chartered Accountants appointed by virtue of the foregoing provisions of this Article 3 (h).

(i) The costs and expenses of the Auditors in determining the Transfer Price and of their appointment shall be borne by the Company unless otherwise directed by the Auditors. The costs and expenses of the independent firm of Chartered Accountants appointed by virtue of Article 3 (h) in determining the Transfer Price and of their appointment shall be borne by the Proposing Transferor.

(j) Within seven days after the Determination Date, or if the Transfer Notice is capable of being revoked, within seven days after the expiry of the Withdrawal Period, the Transfer Shares shall be offered for purchase at the Transfer Price by the directors firstly to those members who at the date of offer are registered as the respective holders of shares of the same class as the Transfer Shares (other than the Proposing Transferor) in proportion to their respective holdings of shares. Such offer shall be made in writing and shall specify the total number of Transfer Shares, the number of Transfer Shares offered to the member ("Pro Rata Entitlement"), a period being not less than fourteen days and not more than twenty one days within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his Pro Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase. Upon the expiry of the said offer period the directors shall allocate the said Transfer Shares in the following manner:

(i) to each member who has agreed to purchase his Pro Rata Entitlement or such lesser number of Transfer Shares for which he may have applied;

(ii) if any member has applied for less than his Pro Rata Entitlement, the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of shares of the class then held by them respectively (but without allocating to any member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this Article 3 (j) (ii) without taking account of any member whose application has already been satisfied in full.

(k) If any of the Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions the same shall be offered to or allocated amongst the members or some of them in such proportions as may be determined by lots drawn in respect thereof and the lots shall be drawn in such matter as the directors shall think fit.

(l) If by the foregoing procedure the directors shall not receive acceptances in respect of all the Transfer Shares within the periods of the aforesaid offers they shall forthwith give notice in writing of that fact to the Proposing Transferor and none of the Transfer Shares will be sold to the members (except as mentioned below) pursuant to this Article. The Proposing Transferor may within a period of three months after the date of the directors' said notice sell all (but not some only) of the Transfer Shares to any person or persons (including any member) at any price which is not less than the Transfer Price (after deducting where appropriate any net dividend or other distribution to be retained by the Proposing Transferor).

(m) If by the foregoing procedure the directors shall receive acceptances in respect of all of the Transfer Shares the directors shall forthwith give notice in writing as hereinafter mentioned to the Proposing Transferor and to the member or members who have agreed to purchase the same and the Proposing Transferor shall thereupon become bound upon payment of the Transfer Price to the Proposing Transferor (his receipt shall be a good discharge to the purchaser, the Company and the directors none of whom shall be bound to see to the application thereof) to transfer to each purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of such purchaser and the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the directors for the completion of the purchase (being not less than seven days and not more than twenty eight days from the date of the said notice and not being a place outside England). Subject to the giving of such notice the purchases shall be completed at the time and place appointed by the directors.

(n) If a Proposing Transferor having become bound to transfer any Transfer Shares pursuant to this Article makes default in transferring the same the directors may also authorise some person who is (as security for the performance of the Proposing Transferor's obligations hereby irrevocably and unconditionally appointed at the attorney of the Proposing Transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company shall receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the Proposing Transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Proposing Transferor until he shall have delivered his Share Certificate (or an appropriate indemnity in respect of any lost certificate) to the Company. The receipt of the Company for such purchase monies shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the Register of Members in the purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

(o) In these Articles a 'Relevant Event' means:-

(i) in relation to the member being an individual:-

- such a member being adjudicated bankrupt or making any voluntary arrangement or composition with his creditors; or
- such a member dying; or
- the happenings of any such events as are referred to in paragraphs (a), (c) and (d) of Article 81 of Table A; or
- such member ceasing to be a Director and employee of the Company

(ii) in relation to a member being a body corporate;

- receiver, manager, administrative receiver or administrator being appointed of such member over all or any part of its undertaking or assets; or
- such member entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or re-construction); or
- such member ceasing to be controlled (as defined by section 840 of the Income and Corporation Taxes Act 1988) by the person who controlled such member on the date on which it became a member of the Company or on the date of adoption of these Articles (whichever shall be the later).

(p) Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given a Transfer Notice ("a Deemed Transfer Notice") in respect of all of the shares as shall then be registered in the name of such a member at the time of the Relevant Event and the foregoing provisions of this Article shall apply.

(q) An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.

(r) The provisions of this Article may be waived in whole or in part in any particular case with the prior consent of all the members.

(s) If under any of the provisions of this Article any members become jointly and severally liable to complete the purchase of any Transfer Shares in place of any nominated purchaser then as between such members each of them shall purchase such number thereof as shall bear to the total number of Transfer Shares in question the same proportion as the number of shares held by such member at the date of the relevant nomination bore to the total number of shares then held by all such members.

Lien on shares

4. The lien conferred by Article 8 of Table A shall attach also to fully paid shares, and the company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the company (whether that person is the full registered holder of those shares or one of two or more joint holders) for all sums presently payable by him or his estate to the company.

Non-payment of calls

5. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Article 18 of Table A of the words "and all expenses that may have been incurred by the company by reason of such non-payment".

Notices of General Meetings

6. 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; and notices of, and other communications relating to, any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors of the company.

Proceedings at General Meetings

7. (a) If a quorum is not present within half an hour from the time appointed for the start of a general meeting the meeting shall be 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 for its start, such adjourned general meeting shall be dissolved.

(b) Article 41 of Table A shall not apply to the company.

(c) Article 50 of Table A shall not apply to the company.

Number of Directors

8. (a) Article 64 of Table A shall not apply to the company.

(b) The maximum number and the minimum number of 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 shall be one. Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions vested in the directors generally, and Article 89 of Table A (which relates to the quorum at board meetings) is modified accordingly.

Appointment of Directors

9. (a) 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 signed 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 signed by that person of his willingness to be appointed.

(b) Subject to paragraph (a) 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.

(c) 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 Article 8 as the maximum number of directors and for the time being in force.

Retirement of Directors

10. The directors shall not be required to retire by rotation and Articles 73 to 80 (inclusive) of Table A shall not apply to the company.

Proceedings of Directors

11. (a) Article 88 of Table A shall be modified by the exclusion of a third sentence and the substitution of the following sentence:-

'Every director shall receive notice of a meeting whether or not he is absent from the United Kingdom'.

(b) Unless agreed by all the Directors not less than 7 days notice in writing shall be given of all meetings of the Directors.

(c) Each notice convening a meeting of the directors shall:-

(i) be sent to the address notified from time to time by each director to the secretary (or if none has been supplied, to his last known address) and

(ii) contain an agenda specifying in reasonable detail the matters to be discussed at the meeting and shall be accompanied by any relevant paper for discussion at the meeting.

(d) If within half an hour of the time appointed for a meeting of the directors a quorum is not present the meeting shall stand adjourned to the same day 7 days later at the same time and place unless agreed by all the directors. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the directors present shall constitute a quorum. Written notice of a meeting adjourned for absence of a quorum shall be given to all directors.

(e) Any director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or a similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the Directors or a committee of the Directors shall for the purposes of the Articles be deemed to be validly and effectively transacted at the meeting of the Directors or a committee of the Directors notwithstanding that fewer than two Directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

Directors' 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, subject (in the case of any security convertible into shares) to section 80 of the Act, to grant any mortgage, charge or standard security over the company's undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.

Alternate Directors

13. (a) An alternate director shall not be entitled as such to receive any remuneration from the company, except 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 Article 66 of Table A shall be modified accordingly.

(b) A director, or any such other person as is mentioned in Article 65 of Table A, may act as an alternate director or 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 represented 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.

Gratuities and pensions

14. (a) the directors may exercise the powers of the company conferred by Clause 3 (c) (ix) 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) Article 87 of Table A shall not apply to the company.

Directors Interests in Transactions

15. (a) At any meeting of the directors (or of any committee of the directors) a director may vote 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. If he does vote on any such resolution, his vote shall be counted. Such a director shall be counted as part of the quorum present at the meeting (and in relation to such a resolution) whether or not the director votes on the resolution.

(b) Articles 94 to 97 (inclusive) of Table A shall not apply to the company.

Company Seal

16. (a) If the company has a seal it shall be used only with the authority of the directors or of a Committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the Secretary or second director. The obligation under Article 6 of Table A relating to the sealing of share certificates shall apply only if the company has a seal. Article 101 of Table A shall not apply to the company.

(b) the company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and those powers shall be vested in the directors.

Indemnity

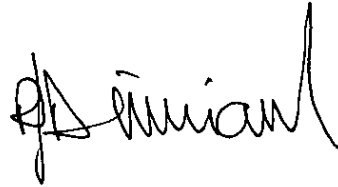
17. (a) Every director, or other officer or Auditor of the company shall be indemnified out of the assets of the company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted, or in connection with any application under section 144 or 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 be incurred by the company in the execution of the duties of his office or in relation thereto. But this article shall have effect only in so far as it's provisions are not avoided by section 310 of the Act.

(b) The directors may purchase and maintain for any director, officer or auditor of the company, insurance against any such liability as is referred to in section 310(1) of the Act.

(c) Article 118 of Table A shall not apply to the company

Names and addresses of subscribers

Richard John David Williams
12 Hotspur Street
Tynemouth
North Shields
Tyne and Wear
NE30 4EJ



Wayne Michael Hilton
5 Park Avenue
North Shields
Tyne and Wear
NE30 2EU



Dated 12th June 2009

Witness to the above signature:

Angela Stanger-Leathes
29 Howard Street
North Shields
NE30 1AR





Companies House

— for the record —

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

Company Name in full

A BEST KEPT SECRET LIMITED

JOHN DAVID

I, RICHARD WILLIAMS

of 12 HOTSPUR ST, TYNEMOUTH

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

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

Declarant's signature

[Handwritten signature]

Declared at

58 HOWARD STREET, NORTH SHIELDS NE30 1AL

Day Month Year

On

17 06 2009

• Please print name.

before me •

CHRISTOPHER PAUL CLEWITT

Signed

[Handwritten signature]

Date

17/6/2009

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

ESSELL ACCOUNTANTS (RGP: ASL/2352/a)

29 HOWARD STREET NORTH SHIELDS NE30 1AL

Tel 0191 259 2743

DX number

DX exchange

WEDNESDAY



A25

A3AOUAZE

24/06/2009

360

COMPANIES HOUSE

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

006798/£20

10



Companies House

— for the record —

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of
registered office

Company Name in full

A BEST KEPT SECRET LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

29 HOWARD STREET

Post town

NORTH SHIELDS

County / Region

TYNE AND WEAR

Postcode

NE30 1AR

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.



Agent's Name

ESSELL

Address

29 HOWARD STREET

Post town

NORTH SHIELDS

County / Region

TYNE AND WEAR

Postcode

NE30 1AR

Number of continuation sheets attached

0

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
searchers of the public record.

ANGELA STANGER-LEATHES

Tel 0191 2592743

DX number

DX exchange

WEDNESDAY



A3AOVAZF

A25

24/06/2009

359

COMPANIES HOUSE

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

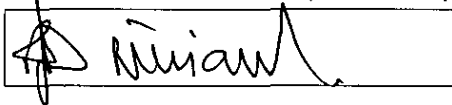
for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name		A BEST KEPT SECRET LIMITED	
NAME	*Style / Title	MR	*Honours etc
Forename(s)		RICHARD JOHN DAVID	
Surname		WILLIAMS	
Previous forename(s)			
Previous surname(s)			
<input type="checkbox"/>	Address ^{††}	12 HOTSPUR STREET	
		TYNEMOUTH	
		Post town	NORTH SHIELDS
		County / Region	TYNE AND WEAR
		Postcode	NE30 4EJ
Country		ENGLAND	
I consent to act as secretary of the company named on page 1			

Consent



Date

12-6-2009

Directors (see notes 1-5)

Please list directors in alphabetical order

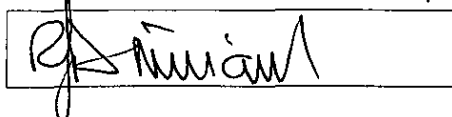
NAME	*Style / Title	MR	*Honours etc
Forename(s)		RICHARD JOHN DAVID	
Surname		WILLIAMS	
Previous forename(s)			
Previous surname(s)			
<input type="checkbox"/>	Address ^{††}	12 HOTSPUR STREET	
		TYNEMOUTH	
		Post town	NORTH SHIELDS
		County / Region	TYNE AND WEAR
		Postcode	NE30 4EJ
Country		ENGLAND	

^{††} Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principle office address.

Date of birth	Day	Month	Year	Nationality	BRITISH
	07	02	1968		
Business occupation	SALES MANAGER				
Other directorships	PROFILES 21 LTD : SANDSTICKS LTD				

I consent to act as director of the company named on page 1

Consent signature



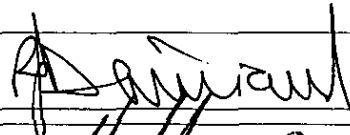
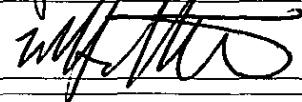
Date

12-6-2009

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR		*Honours etc	
	Forename(s)	WAYNE MICHAEL			
	Surname	HILTON			
	Previous forename(s)				
	Previous surname(s)				
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principle office address.	Address †	5 PARK AVENUE			
	Post town	NORTH SHIELDS			
	County / Region	TYNE AND WEAR	Postcode	NE30 2EU	
	Country	ENGLAND			
	Date of birth	Day	Month	Year	Nationality
		1 8	0 6	1 9 7 6	BRITISH
	Business occupation	BUSINESS CONSULTANT			
	Other directorships	DIGGIO MEDIA LTD; HILTON MEDIA LTD			
	I consent to act as director of the company named on page 1				
	Consent signature			Date	12-6-2009

This section must be signed by					
Either					
an agent on behalf of all subscribers	Signed		Date		
Or the subscribers (i.e those who signed as members on the memorandum of association).	Signed		Date	12-6-2009	
	Signed		Date	12-6-2009	
	Signed		Date		
	Signed		Date		
	Signed		Date		
	Signed		Date		