

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION OF
CONNECT ONE PLUS ONE LIMITED**

1. The name of the Company is **CONNECT ONE PLUS ONE LIMITED**.
 2. The Company's Registered Office is to be situated in England and Wales.
 3. The Company's objects are:-
 - (A) To advance the education of the Public, primarily of young people, in the subjects of vocational and life skills.
To support the efficiency and effectiveness of the administration or infrastructure of other charities subject to the following;
 - a) where charges are made for the provision of any services, profits must be applicable solely for the charitable purposes of the Company; and
 - b) the charges must be reasonable and not deter the customers who are intended to benefit; and
 - c) any private benefit must be incidental to the pursuit of the charitable purposes; and
 - d) the services of the Company must be available to any charity eligible to benefit which chooses to take advantage of them; and
 - e) the services provided will normally benefit the recipient charities and their beneficiaries either because the services are specifically tailored to their needs, or because they are provided at a lower cost than the charities would otherwise have to pay;
- and in addition to any other powers it may have the Company has the following powers in order to further the objects (but for no other purpose):-
- (B) to undertake and execute any business of a charitable company;
 - (C) to buy, take on lease or in exchange, hire or otherwise acquire any property, building, land, estate or interest therein and to maintain and equip it for use;

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- (D) to sell, let on lease or tenancy, exchange, mortgage or otherwise dispose of all or any part of the property, building, land, estate or interest therein belonging to the Company and in exercising this power the Company must comply as appropriately with Sections 36 and 37 of the Charities Act 1993;
- (E) to repair, renovate, maintain, restore, rebuild, convert, alter and extend any building, land or other property;
- (F) to buy or otherwise acquire furniture, artefacts, works or art and other articles and equipment for use or exhibition in connection with any building or land or property, and to sell, lease or otherwise dispose of any such furniture, artefacts, works or art, articles or equipment;
- (G) to let out or take on hire as places of assembly, display centers or otherwise any part or parts of any land or buildings and in such divisions and manner as may seem expedient;
- (H) to edit, print, publish and issue books papers reports guide books periodicals circulars articles and other means of communication, whatsoever;
- (I) to hold conferences seminars meetings lectures courses and discussions;
- (K) to employ and remunerate all such officers and servants (subject to Clause 4) as may be required for the purposes of the Company and to grant pensions and retirement benefits to or for employees or former employees of the Company and to the widows children or other dependents of deceased employees who are in necessitous circumstances and to pay or subscribe to funds or schemes for the provision of pensions and retirement benefits for employees of the Company their widows children and other dependents;
- (L) to borrow or raise funds for the purpose of the Company on such terms and on such security (if any) as may be considered expedient provided that the Company must comply as appropriate with Sections 38 & 39 of the Charities Act 1993 if it wishes to mortgage land;
- (M) to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by any person or company;
- (N) to establish, promote, form, support or aid in the establishment promotion formation and support of any other charitable associations or institutions and to acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the Company's Objects, and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further the objects of the Company;
- (P) to employ where necessary the services of a professional investment manager and to arrange for such investments or other property of the Company to be held in the name of a nominee, in the same manner and subject to the same conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000;
- (R) to provide indemnity insurance for Directors or any other officer or employee of the Company in relation to any such liability mentioned in

Clause 37 of the Company's Articles of Association, but subject to the restrictions specified in Clause 38 of the said Articles;

- (S) to raise funds and to invite and to receive subscriptions endowments grants (whether government municipal or from any statutory or charitable body or otherwise) gifts (whether subject to special conditions or not) and donations (whether of real or of personal property) and devices and bequests for all or any of the purposes aforesaid and generally to manage invest and expend all monies belonging to the Company;
- (T) to accumulate funds for such periods as is allowed by law;
- (V) to invest the monies of the Company not immediately required for its purpose in or upon such investments securities or property as may be thought fit subject nevertheless to such conditions (if any) that may for the time being be imposed or required by law and subject also as hereinafter provided;
- (W) to draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable or mercantile instruments for the purpose of or in connection with the objects of the Company;
- (X) to sell or co-operate with others in selling terms any postcards souvenirs novelties promotional items articles and gift merchandise for the purpose of promoting the objects of the Company;
- (Y) to establish operate and carry on or to co-operate with others in establishing operating and carrying on in any building which the Company is interested the supply thereof of food and drink and other refreshments by way of sale provided always that the amenities mentioned in this paragraph shall be provided only for the purposes of attending a performance meeting or function sponsored by the Company;
- (Z) to make representations at public enquiries appeals or in such other ways as shall appear necessary from time to time in furtherance of the objects of the Company;
- (AA) to employ, enter into agreements, engagements or contracts with architects engineers construction experts accountants solicitors chartered secretaries administrators researchers lecturers authors producers artists composers and other professional persons clerks and other staff for the purpose of fulfilling the objects of the Company;
- (BB) to co-operate with manufacturers, dealers, traders, the press and other sources of publicity for the purposes of promoting the objects of the Company;
- (CC) to co-operate with any local or public authority or other body concerned to achieve the objects of the Company;
- (DD) to do all such lawful things as are necessary to the attainment of the above objects or any of them.

4. The income and the property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no member shall have any personal claim on any property of the Company and no portion thereof shall be paid transferred or distributed directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to members of the Company provided always that nothing herein shall prevent the payment in good faith by the Company of a reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company, save that no director shall be appointed to a salaried office of the Company, and that no remuneration or other benefit in money or money's worth shall be given by the company to any director except repayment of reasonable and proper out of pocket expenses or the payment of interest at a rate not exceeding 2% (two per.cent.) below the base rate of a clearing bank to be selected by the Directors on money lent to the Company or reasonable and proper rent for premises demised or let by any member including the directors to the Company if the amount of the rent and the other terms of the lease or rental agreement are reasonable and proper.
5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute such amount not exceeding £1 as may be required to the assets of the Company 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 debts and liabilities of the Company contracted before he ceases to be a member and the costs charges and expenses of winding up and for the adjustments of the rights of the contributors among themselves.
7. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure takes place and of the property credits and liabilities of the Company and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being such accounts shall be open to the inspection of the members. Once at least in every financial year the accounts of the Company shall be examined and the correctness thereof and of the balance sheet ascertained so as to conform to the legal requirements of the Companies Acts 1985 and 1989.
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 amongst the members of the Company but shall be given or transferred to some other Company or charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income or property amongst 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 Company or institution to be determined by the members of the Company at or before the time of dissolution.

I, the person whose name and address is subscribed is desirous of being formed into a Company in pursuance of this Memorandum of Association.

Name and Address of Subscriber

**STEVEN PAUL O'KEEFE
16 SMYTHE ROAD
BILLERICAY
ESSEX
CM111SE
ENGLAND**

Signed

Steven O'Keefe

In the presence of:-

Witness

A. Hough (A. HOUGH)

Address

3 THE COPE BILLERICAY ESSEX CM12 0NR

Occupation

ACCOUNTANT

**MARK PILGRIM STEVENS
1 FARRIERS DRIVE
BILLERICAY
ESSEX
CM120XZ
ENGLAND**

Signed

Mark Pilgrim Stevens

In the presence of:-

Witness

A. O'Keefe A. O'KEEFE

Address

16 SMYTHE RD. BILLERICAY, ESSEX

Occupation

HOUSEWIFE

Dated 23rd January 2007

**PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL**

**ARTICLES OF ASSOCIATION OF
CONNECT ONE PLUS ONE LIMITED**

INTERPRETATION

1. In these Articles:

"the Act" means The Companies Act 1985

"the Seal" means the common seal of the Company

"secretary" means any person appointed to perform the duties of the secretary of the Company

"members(s)" shall have ascribed to it the meaning as defined in section 22 of the Act and means all members who pay a subscription to the Company and any such other individuals or organizations as shall be added or substituted in accordance with articles 3, 4 and 5 hereof

"associates(s)" means any individual company partnership or other organization resident in part of the world

Expressions referring to writing shall unless the contrary intention appears become construed as including references to printing lithography photography and other modes of representing or reproducing words in a visible form. Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

The regulations in Table C schedule to the Companies (Tables A to F) Regulations 1985 shall except where they are varied by or are inconsistent with the Articles apply to the Company.

OBJECTS

2. The Company is established for the objects expressed in the Memorandum of Association.

MEMBERS

3. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be members of the Company. Every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member. Regulation 3 of Table C shall be varied accordingly.

4. The Directors may from time to time admit any person organisation or body as an additional member and may at their discretion remove any such person organisation or body from the list of members.

5. Any member may terminate his membership of the Company by notice in writing served on the Company and thereupon he shall be deemed to have resigned and his name shall be removed from the register of members Provided always that after such resignation the number of members shall never be less than two.

GENERAL MEETINGS

6. The Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the company holds its first Annual General Meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

7. The Directors may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on the requisition of two or more members or in default maybe convened by such requisitionists as provided by Section 368 of the Act. If at any time there are not sufficient Directors capable of acting to form a quorum any Director or any two members of the Company may convene an Extraordinary Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

8. An Annual General Meeting and a Meeting called for the passing of the Special Resolution shall be called by twenty one days notice in writing at the least and a Meeting of the Company other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place the day and the hour of the meeting and in the case of special business the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company in General Meeting to such persons as are under the Articles of the Company entitled to receive such notices from the Company.

Provided that a Meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed:-

- a) in the case of a meeting called as the Annual General Meeting by all the members entitled to attend and vote thereat; and
- b) in the case of any other meeting by a majority in number of the members having a right to attend and vote at the Meeting being a majority together representing not less than 95 per cent of the total voting rights at that Meeting of all the members.

9. The accidental omission to give notice of a meeting to or the non receipt of the notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

PROCEEDINGS AT GENERAL MEETINGS

10. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also that is transacted at an Annual General Meeting with the exception of the consideration of the accounts balance sheets and the reports of the Directors and Auditors and the appointments of and the fixing of the remuneration of the Auditors.

11. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business save as herein otherwise provided two of the members present in person shall be a quorum. If within half an hour of the time appointed for the Meeting a quorum is not present the Meeting if convened upon the requisition of members shall be dissolved in any other case it 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.

12. The Chairman if any of the Company shall preside as Chairman at every General Meeting of the Company or if there is no such Chairman or if he shall not be present within fifteen minutes after the time appointed for the holding of the Meeting or is unwilling to act the deputy Chairman shall preside and if he shall not be present the Secretary shall preside and if the Secretary shall not be present the Treasurer shall preside and if the Treasurer shall not be present the Directors present shall elect one of their number to be Chairman of the Meeting.

13. The Chairman may with the consent of any meeting at which quorum is present (and shall if so directed by the Meeting) adjourn the Meeting from time to time and from place to place but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

14. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on a declaration of the result of the show of hands) demanded:-

- a) by the Chairman; or
- b) by at least two members present in person or by proxy; or
- c) by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the Meeting.

Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and on entry to that effect in the book containing the Minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

15. Except as provided in Article 20 if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll is demanded.

16. In the case of an equality of votes whether on a show of hands or a poll the Chairman of the Meeting at which the show of hands takes place or which the poll is demanded shall only be entitled to a second or casting vote if there are four or more members with voting rights present at the Meeting.

17. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

18. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

VOTES OF MEMBERS

19. Every member shall have one vote.

20. On a poll votes may be given either personally or by proxy.

21. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy must be a member of the Company.

22. The instrument appointing the proxy and the Power of Attorney or other authority if any under which it is signed or a notarially certified copy of that Power or authority shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the Meeting not less than forty eight hours before the time for holding the Meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

23. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and is available from the Secretary.

24. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding a previous liquidation for dissolution of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such liquidation dissolution or revocation as aforesaid shall have been received by the Company at the office before the commencement of the Meeting or adjourned meeting at which the proxy is used.

DIRECTORS

25. All Directors of the Company shall be deemed to be Members.

26. The maximum and minimum numbers of Directors shall be determined by the Company in General Meeting but unless and until so fixed there shall be no maximum number and the minimum number of Directors shall be two.

POWERS AND DUTIES DIRECTORS

27. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Act or these Articles required to be exercised by the Company in General Meeting but no resolution made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that resolution had not been made.

28 All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed drawn accepted endorsed or otherwise executed as the case may be in such manner as the Directors from time to time by resolution determine.

29. The Directors shall cause Minutes to be made in books provided for the purpose:-

- a) of all appointments of officers made by the Directors;
- b) of the names of the Directors present at each Meeting of the Directors and of any Committee of the directors;
- c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of Committees of the Directors.

DISQUALIFICATION OF DIRECTORS

30. The office of Director shall be vacated if the member:-

- a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- b) becomes prohibited from being a Director by reason of any order made under Sections 295 to 300 (inclusive) of the Act; or
- c) becomes incapable by reason of mental disorder illness or injury of managing and administering his property and affairs; or
- d) resigns his office by notice in writing to the Company

31. A Director notwithstanding that he or any person connected with him has an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and subject to the right of the remaining Directors to resolve that he withdraw and not vote on the particular matter, he may vote in respect of any Contract transaction or arrangement and may be counted in the quorum present at any meeting

32. No Director shall be required to retire or vacate his office or be ineligible for re-appointment as a Director nor shall any person be ineligible for appointment as a Director by reason of his having attained any particular age.

32 The Company may by ordinary resolution of which special notice has been given in accordance with Section 379 of the Act remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any Agreement between the Company and such Director.

PROCEEDINGS OF DIRECTORS

34. The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall only have a second or casting vote if the number of directors present at any meeting exceeds three. A Director may and the Secretary on the requisition of a member of the Directors shall at any time summon a meeting of the Directors.

35. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be at least 51 per cent of the members for the time being of the Directors present in person.

36. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by all pursuant to the Articles of the Company as the necessary quorum of the numbers of the Directors the continuing members or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company but for no other purpose.

INDEMNITY

37. Subject to Clause 38 any persons who are, or were at any time, directors or officers of the Company shall be fully indemnified out of the assets of the Company against all losses or liabilities sustained or incurred in or about the execution of their duties. The liabilities referred to in this Clause are:

- (i) any liability that by virtue of any rule of law would otherwise attach to a director or officer of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Company;
- (ii) the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading)"
- (iii) qualifying third party indemnity provisions as provided by Sections 309A and 309B of the Companies Act 1985 (as amended)

38. The following liabilities are excluded from Clause 37:-

- (i) criminal fines, or penalties imposed in respect of non compliance with any requirement of a regulatory nature (however arising);
- (ii) liabilities incurred in defending any criminal proceedings in which he/she is convicted;
- (iii) liabilities incurred in defending any civil proceedings brought by the company in which judgment is given against him/her;
- (iv) liabilities incurred in an unsuccessful application for relief from liability under the provisions for relief in the Companies Act(s).

39. The directors shall have the power to purchase and maintain insurance for, or for the benefit of, any persons who are, or were at any time, directors, officers, employees or employees of auditors or professional advisers of the Company, including insurance against any liability incurred by such persons in respect of any act or omission in the actual purported execution and/or discharge of their duties and/or in the exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company."

40. Subject always to any restrictions, prohibitions or requirements made in law the directors shall have the power to provide any qualifying director or officer of the company with defence cost funding. Any such funding will be subject to the following conditions:-

- (i) that if the persons in receipt of the funding are found guilty of the offence then any funds advanced by the company will be repayable by them in full;
- (ii) that if the case for which defence cost funding was provided is settled out of court, then the company and the persons in receipt of the funding will agree their own terms of repayment

INCOME OF THE COMPANY

41. The income and the property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association as the Directors of the company from time to time think fit. The Directors shall have the power to create a reserve fund or reserve funds to be applied whether in whole or in part for any such purpose or purposes and, pending such application, any reserve fund or funds may at the discretion of the Directors either be employed in the business of the Company or be invested from time to time in investments as the Directors think fit.

DISSOLUTION

42. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

HEADINGS

43. The headings of these Articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.

Name and Address of Subscribers

STEVEN PAUL OKEEFE
16SMYTHEROAD
BILLERICAY
ESSEX
CM111SE
ENGLAND

Steven Okeefe
.....

In the presence of

Witness

A. Hough (A-HOUGH)
.....

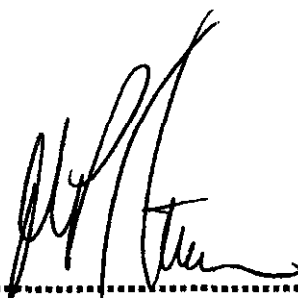
Address

3 THE COPSE BILLERICAY ESSEX CM12 0NR
.....

Occupation


ACCOUNTANT
.....

MARK PILGRIM STEVENS
1 FARRIERS DRIVE
BILLERICAY
ESSEX
CM120XZ
ENGLAND



In the presence of

Witness

 **A. O'KEEFE**

Address

16 SMYTHE RD. BILLERICAY. ESSEX

Occupation

HOUSEWIFE

Dated: 23rd January 2007

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

Steven Mabele

Secretary

2/2/07