

MEMORANDUM OF ASSOCIATION

of

SHROPSHIRE TOURISM (UK) LIMITED

(Adopted by a Special Resolution passed on 03 May 2007)

Incorporated the tenth day of April 2000

1 The name of the company (hereinafter called "the Company") is Shropshire Tourism (UK) Limited.

2 The registered office of the Company will be situated in England and Wales.

3 The objects for which the Company is established are to promote tourism in Shropshire and the surrounding area and to represent the tourism industry in Shropshire and the surrounding area and the doing of all such other things as are incidental to the attainment of those objects.

4 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no director of the Company shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:

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

4.2 to any director of reasonable out-of-pocket expenses and a honorarium subject to approval by the members at the Company's annual general meeting;

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

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

5 The liability of the members is limited.

6 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being 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 of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

7 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other body or bodies having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

WE the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Company.

Names, addresses, and descriptions of subscribers