

FILE COPY



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

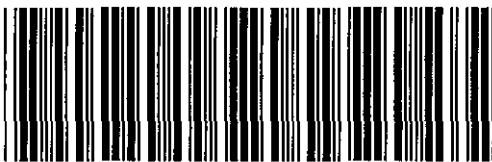
Company No. 5975475

The Registrar of Companies for England and Wales hereby certifies that

TAQA BRATANI LIMITED

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

Given at Companies House, Cardiff, the 23rd October 2006



\*N05975475T\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —



**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**

TAQA Bratani Limited

I, Keith Alistair Angus

of Johnstone House, 52-54 Rose Street, Aberdeen AB10 1UD

† 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**

Declared at Aberdeen

Day Month Year  
On 2 0 1 0 2 0 0 6

● Please print name.

before me ● Ross Andrew Atkinson

**Signed**

Date 20 OCTOBER 2006

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

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.

McGrigors LLP

Johnstone House, 52-54 Rose Street, Aberdeen AB10 1UD

Tel 01224 408580

DX number AB 32

DX exchange Aberdeen

Companies House receipt date barcode

*This form has been provided free of charge  
by Companies House.*

Form revised 10/03

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  
or LP - 4 Edinburgh 2



**Companies House**

*for the record*

# 10

*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

TAQA Bratani Limited

### Proposed Registered Office

(PO Box numbers only, are not acceptable)

4 Stokenchurch Street

Post town London

County / Region

Postcode SW6 3TR

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

McGrigors LLP

Address

Johnstone House

52-54 Rose Street

Post town

Aberdeen

County / Region

Postcode AB10 1UD

Number of continuation sheets attached

☐

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.

McGrigors LLP

Johnstone House, 52-54 Rose Street, Aberdeen AB10 1UD

Tel 01224 408580

DX number AB 32

DX exchange Aberdeen

Companies House receipt date barcode  
***This form has been provided free of charge  
by 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  
or LP - 4 Edinburgh 2

# Company Secretary (see notes 1-5)

Company name MD Secretaries Limited

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

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 principal office address.

Address ††

Pacific House

70 Wellington Street

Post town Glasgow

County / Region

Postcode G2 6SB

Country Scotland

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

Consent signature

Date

20 October 2006

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

MD Directors Limited

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 principal office address.

Address ††

Pacific House

70 Wellington Street

Post town Glasgow

County / Region

Postcode G2 6SB

Country Scotland

Day Month Year

Date of birth

Nationality

Business occupation

Corporate Director

Other directorships

See Paper Apart

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

Consent signature

Date

20 October 2006

*Please list directors in alphabetical order*

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**ff** 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 principal office address.

**Address** <sup>††</sup>

Post town

County / Region

Postcode

Country

**Date of birth**

Day      Month      Year

### Nationality

### Business occupation

## Other directorships

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

**Consent signature**

Date \_\_\_\_\_

**This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).**

**Signed**

**Signed**

**Signed**

**Signed**

**Signed**

**Signed**

**Signed**

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date:

**Paper Apart to Form 10  
TAQA Bratani Limited**

**Directorships of MD Directors Limited at any time in the past five years.**

<b>Company Name</b>	<b>Company Number</b>
Continental Shelf 388 Limited	05877550
Continental Shelf 169 Limited	04099344
Continental Shelf 352 Limited	05497266
Continental Shelf 382 Limited	05813419
Continental Shelf 384 Limited	05813414
Continental Shelf 385 Limited	05813419
Continental Shelf 386 Limited	05877525
Continental Shelf 387 Limited	05877541
Continental Shelf 389 Limited	05877563
Continental Shelf 390 Limited	05877575
Dandasprize Limited	SC205904
E-Commerce Europe Limited	04482088
Gallowgate Limited	SC190801
Health Estates PPP Limited	04250337
I.A.C. Film Group Limited	04248625
Inetbro Limited	SC209777
I-Play Mobile Gaming Limited	05465171
Ledge 863 Limited	SC283593
LXB Newco Limited	05813393
MD Name Protection Limited	SC182246
Pacific Shelf 1126 Limited	SC231109
Pacific Shelf 1126 Limited	SC231113
Pacific Shelf 1139 Limited	SC235375
Pacific Shelf 1215 Limited	SC242002
Pacific Shelf 1216 Limited	SC241999
Pacific Shelf 856 Limited	SC196866
Pacific Shelf 970 Limited	SC209058
Pacific Shelf Guarantee 1 Limited	SC237538
Pacific Shelf Guarantee 2 Limited	SC237539
Continental Shelf 253 Limited	04606230
Technip Subsea 7 Asia Pacific UK Ltd	05713104
Pacific Shelf 1325 Limited	SC287367
Valiant Exploration Limited	05914627
Stratic UK Holdings Limited	05971273
Stratic Exploration (Syria) Limited	05971351

5975478  
000089  
12

SAME

£50  
11

21 OCT 2006

THE COMPANIES ACTS 1985 AND 1989

A PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association

INCORPORATION



A09  
COMPANIES HOUSE

\*AGIAHJUC\*  
610  
21/10/2006

- 1 The name of the company is "TAQA Bratani Limited" (the "Company").
- 2 The Company's registered office is to be situated in England and Wales.
- 3 The Company's object is to carry on business as a general commercial company. Without prejudice to the generality of the foregoing the object and powers of the Company shall include:
  - 3.1 to promote the interests of any company which is for the time being a subsidiary, holding company or subsidiary of any holding company of the Company or any undertaking which is for the time being a subsidiary undertaking of the Company or of any holding company of the Company in any manner whatever and, in particular:
    - (a) by paying or discharging the liabilities of any such company or undertaking or giving any undertaking to do so;
    - (b) by giving any indemnity or guarantee in respect of such liabilities; and
    - (c) by giving any security or charge for any such indemnity or guarantee or for the payment of money or performance of obligations by any such company or undertaking as aforesaid;
- either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests as aforesaid to the intent that the promotion of the interests of any such company or undertaking as aforesaid shall be an object and not a power of the Company;
- 3.2 to manufacture, develop, process, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances, articles, services and material (tangible or intangible) of any kind;
- 3.3 to make such charge for any of its products or services as the Company thinks fit including, without prejudice to the foregoing generality, interest charges on loans made by the Company;
- 3.4 to purchase, develop, take on, lease, or otherwise acquire and hold, sell, exchange, lease, mortgage, charge, hire or otherwise deal with or dispose of any lands, interests in lands, houses, buildings, plant and machinery, equipment, goods, stock-in-trade and other property whether freehold, heritable, leasehold, moveable, real or personal, tangible or intangible or otherwise, and any rights or privileges necessary or convenient for the purposes of the Company and to erect, construct, lay down, enlarge, alter and maintain and from time to time renew any buildings and other works necessary or convenient for the purposes of the

Company, and to and to construct, alter, demolish, manage and maintain any of the foregoing;

- 3.5 to borrow or raise money or accept money on deposit and to secure the payment of money or the observance of obligations in such manner as the Directors shall think fit and for such purposes to mortgage or otherwise charge in any manner whatsoever permitted in any jurisdiction in which the Company has assets or carries on business and in particular by way of fixed charge or floating charge over the whole or part of the undertaking and all or any of the property and assets (both present and future), and the uncalled capital of the Company and to create, issue and accept securities;
- 3.6 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in promissory notes, bills of exchange, shipping documents, documentary credits and other negotiable or transferable instruments and to buy, sell and deal in currencies, commodities, options, traded options (financial or commodity) and other financial instruments;
- 3.7 to lend or advance money or give credit to such persons and companies and on such terms (including as to security) as may be thought fit and to deposit money with any bank, deposit taker or other financial organisation;
- 3.8 to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to):-
  - (a) any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company's holding company or otherwise associated with the Company in business; and
  - (b) any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and
  - (c) the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities.
- 3.9 subject to and in accordance with due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.
- 3.10 to invest and reinvest and deal with the funds and assets of the Company not immediately required in such securities, shares, stocks, debentures, loan stock, other investments or property, whether freehold, heritable, leasehold, moveable, real or personal, tangible or intangible or otherwise as the Directors think fit;
- 3.11 to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to deal with and dispose of the same;
- 3.12 to act in concert, consult or make arrangements with any company, corporation, central government department, local or public authority, society, association or other agency, body,



person or organisation now or hereafter constituted with a view to promoting any of the objects of the Company;

- 3.13 to acquire and hold all or any part of the undertaking, property, business or assets of any person or company, to undertake, whether as part of the consideration for such acquisition or otherwise, all or any of the liabilities of such person or company and to deal with and dispose of all or any of the foregoing as the Directors may consider appropriate;
- 3.14 to amalgamate or enter into partnership or joint venture or profit and/or loss sharing arrangement with any person or company;
- 3.15 to enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interests, reciprocal concessions or co-operation with any person, partnership or company carrying on, engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business capable of being conducted so as to directly or indirectly further the objects of the Company and to take or otherwise acquire and hold shares or stock in or securities of, and to make grants to or otherwise assist any person, partnership or company and to sell, hold, re-issue with or without guarantee or otherwise deal with such shares, stock or securities;
- 3.16 to make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire and protect, prolong, renew, experiment upon, test and improve in any part of the world any inventions, patents, patent rights, brevets d'invention, trade marks, service marks, trade or brand names, designs, industrial designs, copyright, moral rights, licences, concessions, protections or similar rights which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money thereon;
- 3.17 to apply for, purchase or otherwise acquire and protect any patents, patent rights, know-how, concessions and other intellectual property rights which may appear likely to be advantageous or useful to the Company and to deal with or dispose of such intellectual property rights as the Directors shall from time to time direct;
- 3.18 to apply for and hold all necessary permissions, licences and authorities which are necessary or desirable for or in connection with the carrying out of the Company's activities;
- 3.19 to enter into agreements and arrangements with international, national and local authorities and other bodies and persons;
- 3.20 to fund research and appoint third parties (including members of the Company) to carry out research projects;
- 3.21 to insure against losses, damages, risks and liabilities of all kinds which may affect the Company and to purchase and maintain for any officer of the Company or the auditors of the Company insurance against any liability as is mentioned in section 309A or section 310 of the Act;
- 3.22 to issue and allot securities of the Company for cash or in payment or part payment for any property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount or for any other purpose;
- 3.23 to pay out of funds of the Company all expenses which the Company may lawfully pay of, or incidental to, the formation and registration of or the raising of money for the Company or the issue of any securities, or the application to any recognised investment exchange for

listing for, or dealing in, any or all of its securities, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of securities or rights of the Company;

- 3.24 to employ or engage all such officers, employees, consultants, advisers and agents as may be required for the purposes of the Company;
- 3.25 to hold conferences, meetings, lectures and exhibitions for the consideration and discussion of matters concerning or affecting or incidental to the objects of the Company and to issue reports of proceedings of conferences, meetings, lectures and exhibitions and generally to collect, collate, exchange and publish information and advice in furtherance of the objects of the Company;
- 3.26 to prepare, edit, print, publish, issue, acquire, sell and circulate (or to assist in the same) such books, papers, magazines, periodicals, gazettes, publications, circulars and other literary undertakings and films and other visual or audio aids as the Company may think desirable for the promotion of its objects;
- 3.27 to establish and maintain a library and collection of literature, films, recordings and other materials relating to all things connected with or incidental to any of the objects of the Company;
- 3.28 to organise and finance education and training courses concerned with the objects of the Company including, without limiting the generality of the foregoing, seminars, study groups, discussions and courses;
- 3.29 to provide and arrange facilities for travel, accommodation and catering for persons involved in the Company's activities;
- 3.30 to grant, pay or provide or procure the grant, payment or provision of donations, allowances, pensions, emoluments or benefits including benefits on death to and to procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund or arrangement or life assurance scheme or arrangement for the benefit of any persons who are directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the Directors of the Company consider have any moral claim on the Company or to any of their relations, connections or dependants; to establish, put in place, subsidise, subscribe to or support or procure the establishment or subsidy of or subscription to any institution, associations, clubs, funds, schemes or trusts calculated to be for the benefit of any such persons as aforesaid (including in particular but without detracting from the generality of the foregoing any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company or of any other company, or in any debenture or security of any corporation or company (including the Company)); to make payments for or towards any insurances of or for the benefit of any such persons as aforesaid; to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons or the Company or its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the Company or its members or for any national, charitable, benevolent, educational, social, public, general or useful object; and to do or procure to be done any of the matters aforesaid by the Company either alone or in conjunction with any other Company or person;

- 3.31 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;
- 3.32 to promote or establish or concur in promoting or establishing any other company for the purpose of purchasing or taking over all or any of the properties, rights and liabilities of the Company or carrying on any business or operations which the Company is authorised to carry on or for any other purpose which may, directly or indirectly, benefit or advance the objects or interests of the Company and to acquire and hold as investments of the Company or otherwise deal with as may be considered fit any securities of any such company;
- 3.33 to sell or otherwise dispose of the whole or any part of the undertaking, property and assets of the Company either together or in portions;
- 3.34 to pay any or all expenses incurred in connection with the promotion, formation, incorporation, conduct and winding up of the Company and to contract with any person to pay the same;
- 3.35 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;
- 3.36 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, sub-contractors, trustees, subsidiaries or otherwise;
- 3.37 to carry on any other activity which may seem to the Company capable of being conveniently carried on in connection with any activity which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's properties or rights;
- 3.38 to exercise all powers available to the Company under section 3A of the Act;
- 3.39 to do all such things as in the opinion of the Directors are or may be incidental or conducive to the above objects or any of them.

And it is hereby declared that for the purposes of this Clause:

- (a) the word "company" in this Clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;
- (b) "Act" shall mean the Companies Act 1985 as amended and construed at the date of this Memorandum of Association;
- (c) "Directors" shall mean the directors of the Company from time to time;
- (d) "associated companies" shall mean any two or more companies if one has control of the other or others, or any person has control of both or all of them;

- (e) "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation;
- (f) "and" and "or" shall mean "and/or";
- (g) "other" and "otherwise" shall not be construed *ejusdem generis* where a wider construction is possible;
- (h) words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and vice versa; and
- (i) the objects specified in each paragraph of this Clause shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company or the order in which such objects are stated, 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 the said paragraphs defined the objects of a separate and independent company.

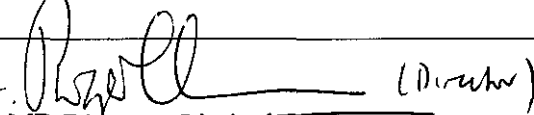
4 The liability of the members is limited.

5 The Company's share capital is £1000.00 divided into 1000 shares of £1.00 each.

---

NAMES AND ADDRESSES OF SUBSCRIBERS	NO. OF SHARES TAKEN
------------------------------------	---------------------

---

  
 MD Directors Limited  
 Pacific House  
 70 Wellington Street  
 Glasgow  
 G2 6SB

1

Dated 20 October 2006

Witness to the above signature:-



Keith Alistair Angus  
 Johnstone House  
 52-54 Rose Street  
 Aberdeen  
 AB10 1ID

**THE COMPANIES ACTS 1985 AND 1989**  
**A PRIVATE COMPANY LIMITED BY SHARES**

**Articles of Association**

**1 Definitions and interpretation**

1.1 In these Articles, unless the context requires otherwise:

the "**Company**" means TAQA Bratani Limited;

"**Act**" means the Companies Act 1985 as amended and construed at the date of adoption of these Articles;

"**Board**" means the board of directors of the Company from time to time;

"**Group**" means the Company and all its subsidiaries and subsidiary undertakings from time to time and "**member of the Group**" shall be construed accordingly;

"**Member**" means any registered holder of a Share;

"**Share**" means a share in the capital of the Company; and

"**Table A**" means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000.

1.2 The regulations of Table A shall be incorporated into and form part of these Articles and shall apply to the Company insofar as such regulations are not excluded, amended or modified by or inconsistent with this document.

1.3 References in these Articles to Regulations are to regulations in Table A and references to an Article by number are to a particular Article of these Articles.

1.4 These Articles and the Regulations incorporated into them shall take effect subject to the requirements of the Act and of every other statute for the time being in force affecting the Company.

1.5 In these Articles where the context so permits:

(a) words importing the singular number only shall include the plural number, and vice versa;

(b) words importing the masculine gender only shall include the feminine gender;

- (c) words importing persons shall include bodies corporate, unincorporated associations and partnerships; and
  - (d) the expression "**paid up**" shall include credited as paid up.
- 1.6 Words and expressions defined in or for the purposes of the Act or Table A shall, unless these Articles provide otherwise, have the same meaning in these Articles.
- 1.7 Words and expressions defined elsewhere in these Articles shall bear the meanings thereby ascribed to them.
- 1.8 Headings used in these Articles shall not affect their construction or interpretation.
- 1.9 References to any statute or section of any statute shall include reference to any statutory amendment, extension, modification or re-enactment thereof for the time being in force.
- 2 **Share capital**
- 2.1 The Company is a private company as defined by Section 1 of the Act and accordingly any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company or any allotment of or agreement to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public shall be prohibited.
- 2.2 The authorised share capital of the Company at the date of the adoption of these Articles is £1000.00 divided into 1000 Ordinary Shares of £1.00 each.
- 2.3 The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two directors or any one director and the secretary. Regulation 6 shall be extended accordingly.
- 3 **Issue of shares**
- 3.1 The directors are generally and unconditionally authorised to allot relevant securities (within the meaning of Section 80(2) of the Act) on such terms and at such time or times as they may in their discretion think fit; provided that:-
  - (a) the maximum nominal amount of relevant securities to be allotted in pursuance of such authority shall be the aggregate nominal amount of the authorised but unissued Shares from time to time while this authority is in force; and
  - (b) this authority shall expire, unless sooner revoked or altered by the Company in general meeting, on the expiry of the period of five years from the date of incorporation of the Company provided that the Company may before such expiry make one or more offers or agreements which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities after such authority has expired in pursuance of every such offer or agreement as if the power conferred hereby had not expired.
- 3.2 The authority conferred by this Article 3 is in substitution for each (if any) other authority already given pursuant to the said section 80 whether contained in earlier articles of association of the Company or otherwise and each (if any) such earlier authority is hereby revoked but without prejudice to the validity of any allotment offer or agreement made pursuant to any such earlier authority before the date of adoption of these Articles.

3.3 Section 89(1) and Sections 90(1) to (6) of the Act shall not apply to the Company.

**4 Transfer of shares**

Regulation 24 shall be amended by the addition of the words "(in their absolute discretion and without assigning any reason therefor)" between the words "may" and "refuse" and the deletion of the words "which is not" and the substitution of the words "whether or not it is".

**5 Alteration of share capital**

5.1 Regulation 32 shall be amended by the addition to paragraph (b) of the words "but so that any such consolidation and/or division shall not result in any member becoming entitled to fractions of a share".

5.2 Regulation 33 shall not apply to the Company.

**6 Proceedings at general meetings**

6.1 Regulation 40 shall be amended by the addition at the end of the second sentence of the words "provided that if the Company shall have only one member, one member present in person or by proxy shall be a quorum".

6.2 Regulation 46 shall be amended by the deletion of paragraphs (a) to (d) inclusive and the substitution of the words "by the chairman or by any person present entitled to vote upon the business to be transacted".

6.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to exercise a second or casting vote in addition to any other vote he may have at any general meeting or at any separate meeting of the holders of any class of Shares. Regulation 50 shall not apply to the Company.

6.4 Regulation 54 shall be amended by the addition of the words "or by proxy" between the words "vote," and "shall" and the words "fully paid" between the words "every" and "share".

6.5 Regulation 62 shall be amended by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to" and by the insertion at the end of the Regulation after the word "invalid" of the words "unless a majority of the Board resolve otherwise".

6.6 Regulation 63 shall be amended by the addition of the words ",left or sent" after the word "deposited".

**7 Number of Directors**

The number of directors shall not be less than one. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles. Regulations 64 and 89 shall be amended accordingly.

**8 Alternate Directors**

8.1 The appointment of an alternate director shall not be subject to approval by resolution of the directors. Regulation 65 shall be amended accordingly.

- 8.2 Regulation 66 shall be amended by the insertion in the first sentence between the words "shall" and "be" of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)".
- 8.3 Regulation 67 shall be amended by the deletion of the words from "but" until the end of that Regulation.
- 8.4 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 8.5 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

## **9 Appointment and retirement of Directors**

9.1 Directors shall not be required to retire by rotation. Accordingly:-

- (a) Regulations 73, 74, 75 and 80 shall not apply to the Company.
- (b) Regulation 76 shall be amended by the deletion of the words "other than a director retiring by rotation", "or reappointed" and "or reappointment" each time they appear in that Regulation.
- (c) Regulation 77 shall be amended by the deletion of the words "(other than a director retiring by rotation at the meeting)", "or reappointment" and "or reappointed" each time they appear in that Regulation.
- (d) Regulation 78 shall be amended by the deletion of the words "and may also determine the rotation in which any additional directors are to retire".
- (e) Regulation 79 shall be amended by the deletion of the second and third sentences in that Regulation.
- (f) the last sentence of Regulation 84 shall not apply to the Company.

9.2 The office of a director shall be vacated if both:-

- (a) (being an executive director of the Company or any subsidiary) he ceases to hold office as an employee of the Company or any subsidiary without being appointed or continuing to be an employee of another member of the Group; and
- (b) a majority of the Board so requires.

Regulation 81 shall be extended accordingly.

- 9.3 Regulation 82 shall be amended by the addition of the words "by way of directors' fees" shall be inserted between the words "remuneration" and "as".
- 9.4 Regulation 84 shall be amended by the addition of the words "Unless the contrary shall be provided in the terms of his appointment" at the beginning of the third sentence and the deletion of the fourth sentence.



- 9.5 Regulation 85(c) shall be amended by the addition of the words ", subject to the terms of any contract of employment between the Company and the director," between the words "shall" and "not".

**10 Proceedings of Directors**

- 10.1 Regulation 72 shall be amended by the addition of the words "Any committee shall have power, unless the directors direct otherwise, to co-opt as a member or members of the committee for any specific purposes any person, or persons, not being a director of the Company." at the end of that Regulation.
- 10.2 The chairman of the Board shall not have a second or casting vote at a meeting of the Board. The fifth sentence of Regulation 88 shall not apply to the Company.
- 10.3 Subject as provided in Article 7, the quorum for the transaction of business of the Board shall be two directors. Regulation 89 shall be amended accordingly.
- 10.4 Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if 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. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting is.
- 10.5 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Board or of any committee of the Board in accordance with that section. Subject where applicable to such disclosure a director may vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and be counted in determining the quorum. Regulations 94 and 95 shall not apply to the Company.

**11 Notices**

- 11.1 Any notice to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board or shall be sent to any number or address used for the purpose of electronic communications and identified for that purpose by the Company.
- 11.2 Any notice to be given pursuant to these Articles may be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender.
- 11.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given by post. Proof of who was telephoned and the date and time of the call shall be conclusive evidence that notice was given by telephone. A comprehensive transaction report or log generated by a fax machine, suitably certified by or on behalf of the company, shall be conclusive evidence that notice was given by fax. A copy of a record of the total number of recipients sent to or each recipient to whom an e-mail message was sent together with any notices of failed transmissions and copies of

records of subsequent re-sending, suitably certified by or on behalf of the company, shall be conclusive evidence that notice was given by e-mail. A notice shall be deemed to have been given at the expiration of 24 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication (other than notices transmitted by telephone call which shall be deemed to have been given immediately after the time the telephone call was made), at the expiration of 24 hours after the time it was sent. Regulation 115 shall not apply to the Company.

12      **Indemnity**

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company and, if the Board so determines, the Auditors may be indemnified out of the assets of the Company against any costs, charges, losses and liabilities incurred by him for negligence, default, breach of duty or breach of trust in relation to the Company provided that nothing in this Article shall be deemed to provide for or entitle any such person to indemnification to the extent that it would cause this Article or any element of it to be treated as void under the Act.

Regulation 118 shall not apply to the Company.

13      **Special article**

13.1      Whenever a company wherever incorporated (hereinafter called the "**Parent Company**") shall be the holder of not less than 90 per cent of the Shares of the Company the following provisions shall apply and to the extent of any inconsistency shall have overriding effect as against all other provisions of these Articles:

- (a)      the Parent Company may at any time and from time to time appoint any person to be a director or remove from office any director howsoever appointed, but so that in the case of a managing director his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages in respect of the consequent termination of his executive office;
- (b)      no unissued securities or Shares shall be issued or agreed to be issued or put under option without the consent of the Parent Company; and
- (c)      any or all powers of the directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

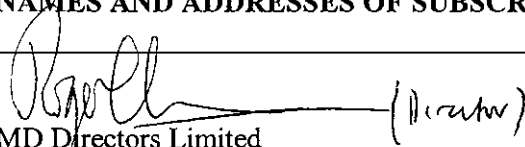
13.2      Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its directors or by any one of its directors and its secretary or some other person duly authorised for the purpose.

- 13.3 No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors.

---

NAMES AND ADDRESSES OF SUBSCRIBERS	NO. OF SHARES TAKEN
------------------------------------	---------------------

---

  
MD Directors Limited  
Pacific House  
70 Wellington Street  
Glasgow  
G2 6SB

1

Dated 20 October 2006

Witness to the above signature:-

Keith Alistair Angus  
Johnstone House  
52-54 Rose Street  
Aberdeen  
AB10 1ID

