

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06694715

The Registrar of Companies for England and Wales hereby certifies that  
ETTL TREUTH 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 10th September 2008



\*N06694715P\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated in non-legible form and authenticated by the  
Registrar of Companies under section 710A of the Companies Act 1985



**Companies House**

— for the record —

Electronic statement of compliance  
with requirements on application  
for registration of a company  
pursuant to section 12(3A) of the  
Companies Act 1985

Company number

**6694715**

Company name

**ETTLER TREUTH LIMITED**

I,

**ALEXANDER STEWART MCINTYRE**

of

**1 TRANTER ROAD  
ABERLADY  
EAST LoTHIAN  
EH32 0UE**

a

person named as a director of the company in the  
statement delivered to the registrar of companies  
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section  
12(3A) of the Companies Act 1985

Statement:

I hereby state 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.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies  
electronically and authenticated in accordance with the registrar's  
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to  
criminal prosecution



**Companies House**  
— for the record —

**10(ef)**

**First directors and secretary and  
intended situation  
of registered office**

Received for filing in Electronic Format on the: **10/09/2008**



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*Company Name  
in full:* **ETTLER TREUTH LIMITED**

*Proposed Registered  
Office:* **25 TEMPLER AVENUE  
FARNBOROUGH  
HAMPSHIRE  
GU14 6FE**

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*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **FIELD FISHER WATERHOUSE LLP**  
*Agent's Address:* **35 VINE STREET  
LONDON  
EC3N 2AA**

---

*Company Secretary*

*Name* **ALEXANDER STEWART MCINTYRE**

*Address:* **1 TRANTER ROAD  
ABERLADY  
EAST LoTHIAN  
EH32 0UE**

*Consented to Act:* **Y** *Date authorised* **10/09/2008** *Authenticated:* **YES**

*Director 1:*

*Name*            **ALEXANDER STEWART MCINTYRE**

*Address:*      **1 TRANTER ROAD  
ABERLADY  
EAST LOTHIAN  
EH32 0UE**

*Nationality:*    **BRITISH**

*Business occupation:*   **ACCOUNTANT**

*Date of birth:*    **26/03/1956**

*Consented to Act:* **Y**            *Date Authorised:* **10/09/2008**   *Authenticated:* **YES**

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*Director 2:*

*Name*            **COLIN RUTHERFORD**

*Address:*      **4 HENDERLAND ROAD  
EDINBURGH  
MIDLOTHIAN  
EH12 6BB**

*Nationality:*    **BRITISH**

*Business occupation:*   **ACCOUNTANT**

*Date of birth:*    **17/02/1959**

*Consented to Act:* **Y**            *Date Authorised:* **10/09/2008**   *Authenticated:* **YES**

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*Authorisation*

*Authoriser Designation:* **subscriber**

*Date Authorised:* **10/09/2008**

*Authenticated:* **Yes**

## **The Companies Acts 1985 to 2006**

### **Private Company Limited by Shares**

## **Memorandum of Association**

### **Ettele Treuth Limited**

1. The Company's name is "Ettele Treuth Limited".
2. The Company's registered office is to be situated in England and Wales.
- 3.1 The object of the Company is to carry on business as a general commercial company.
- 3.2 Without prejudice to the generality of the object and the powers of the Company derived from section 3A of the Act the Company has power to do all or any of the following things:-
  - 3.2.1 To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
  - 3.2.2 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
  - 3.2.3 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for cooperation, or

for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- 3.2.4 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, 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.
- 3.2.5 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.2.6 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 3.2.7 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.2.8 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.2.9 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or

indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- 3.2.10 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- 3.2.11 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 other company constituted or carrying on business in any part of the world, and 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.
- 3.2.12 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 3.2.13 To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 3.2.14 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.
- 3.2.15 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

- 3.2.16 To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- 3.2.17 To distribute among the members of the Company in kind any property of the Company of whatever nature.
- 3.2.18 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.
- 3.2.19 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; 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 which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law); and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or noncontributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or follow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.
- 3.2.20 Subject to and in accordance with the provisions of the Act (if and so far as such provisions shall be applicable) to give, directly or indirectly, financial assistance for the acquisition of shares or other securities of the Company or of any other company or for the reduction or discharge of any liability incurred in respect of such acquisition.



3.2.21 To procure the Company to be registered or recognised in any part of the world.

3.2.22 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

3.2.23 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

3.2.24 AND so that:—

3.2.24.1 None of the provisions set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.

3.2.24.2 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

3.2.24.3 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force,

4. The liability of the members is limited.

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

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name,

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Name and address of Subscriber	Number of shares taken by the Subscriber
--------------------------------	--

Colin Rutherford 4 Henderland Road Edinburgh Midlothian EH12 6BB	FIFTY
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Alexander Stewart McIntyre 1 Tranter Road Aberlady East Lothian EH32 0UE	FIFTY
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Dated: 10th September, 2008

**The Companies Acts 1985 to 2006**

**Private Company Limited by Shares**

**Articles of Association**

**Ettle Treuth Limited**

# Contents

Article	Heading	Page
<b>1.</b>	<b>Preliminary</b>	<b>1</b>
1.1	Interpretation	1
1.2	Applicability of Table A	1
1.3	Status of the Company	2
<b>2.</b>	<b>Shares</b>	<b>2</b>
2.1	Share Capital	2
2.2	Authority to Allot Shares	2
2.3	Disapplication of Pre-emption Rights	2
2.4	Share Certificates	3
2.5	Transfer of Shares	3
2.6	Capitalisation of Profits and Reserves	3
<b>3.</b>	<b>Proceedings at General Meeting</b>	<b>4</b>
3.1	Quorum	4
3.2	Chairman	4
<b>4.</b>	<b>Powers of Directors to Borrow Money</b>	<b>4</b>
<b>5.</b>	<b>Board of Directors</b>	<b>4</b>
5.1	Number of Directors	4
5.2	Appointment of Directors	4
5.3	Removal of Directors	5
5.4	Automatic Disqualification as Director	5
5.5	No Obligatory Retirement of Directors	5
5.6	Managing or Executive Directors	6
5.7	No Shareholding Qualification	6
<b>6.</b>	<b>Assistant Company Secretary</b>	<b>6</b>
<b>7.</b>	<b>Interests of Directors</b>	<b>6</b>
<b>8.</b>	<b>Alternate Directors</b>	<b>7</b>

<b>9.</b>	<b>Proceeding of Directors</b>	<b>8</b>
9.1	Power to regulate own proceedings	8
9.2	Quorum	8
9.3	Voting	8
9.4	Written Resolution of Directors	8
9.5	Meetings by Telephone/Video Conference	8
<b>10</b>	<b>Directors' Benefits</b>	<b>9</b>
10.1	Indemnity	9
10.2	Insurance	10
10.2	Retirement Benefits	11
<b>11.</b>	<b>Members' Rights to Inspect Records</b>	<b>11</b>

## 1. Preliminary

### 1.1 Interpretation

(a) In these Articles the following expressions have the following meanings unless the context otherwise requires:

<b>“Acts”</b>	the Companies Act 1985 (the “ <b>1985 Act</b> ”) and the Companies Act 2006 (the “ <b>2006 Act</b> ”) in so far as each may be in force, and as the same may be amended, extended, consolidated or re-enacted by or under any other enactment from time to time;
<b>“Directors”</b>	the directors for the time being of the Company or a quorum of such directors present at a meeting of the directors;
<b>“Table A”</b>	the regulations contained in Table A as defined in section 8 of the 1985 Act (being the version of Table A in force as at the date of adoption of these Articles by the Company, and including the amendments applicable to private companies limited by shares made pursuant to The Companies (Tables A to F) (Amendment) Regulations 2007 and The Companies (Tables A to F) (Amendment) (No.2) Regulations 2007).

(b) In these Articles, unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include all genders, words importing persons include corporations and the expression “**paid up**” includes credited as paid up.

### 1.2 Applicability of Table A

- (a) Table A shall apply to the Company subject to the modifications and additions made by these Articles.
- (b) Regulations 6, 24, 40, 42, 43, 64, 65-69 (inclusive), 76-79

(inclusive), 81, 82, 84-90 (inclusive), 94-97 (inclusive), 110 and 118 of Table A shall not apply to the Company.

- (c) Except where otherwise specifically provided any reference to a “**regulation**” is a reference to a regulation contained in Table A.

### 1.3 Status of the Company

The Company is a private company.

## 2. Shares

### 2.1 Share Capital

The share capital of the Company at the date of the adoption of these Articles is £100 divided into 100 Ordinary shares of £1 each (“**Ordinary Shares**”).

### 2.2 Authority to Allot Shares

- (a) Subject to paragraphs (b) to (d) (inclusive) below and any directions which may be given by the Company in general meeting the Directors are generally and unconditionally authorised to exercise the power of the Company to allot relevant securities (within the meaning of section 80(2) of the 1985 Act) and, without prejudice to the generality of the foregoing, any shares unissued on the incorporation of the Company and any other shares hereafter created shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons (including any directors) on such terms and at such times as they may think proper.
- (b) The maximum nominal amount of share capital which the Directors may allot, grant options or subscription or conversion rights over or otherwise deal with or dispose of (subject always to the provisions of this Article) shall be the amount of the authorised but unissued capital on the date of the incorporation of the Company or such other amount as shall be authorised by the Company in general meeting.
- (c) The authority conferred on the Directors by this Article shall expire on the day preceding the fifth anniversary of the date of the incorporation of the Company.

- (d) No shares shall be issued at a discount.

### 2.3 Disapplication of Pre-emption Rights

Section 89(1) and sections 90(1) to 90(6) (inclusive) of the 1985 Act shall not apply to the Company.

### 2.4 Share Certificates

Every member, upon becoming the holder of any shares in the Company, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall be either signed by two directors or by a director and the Secretary or shall be signed by a director in the presence of an attesting witness or sealed with the seal of the Company and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

### 2.5 Transfer of Shares

The Directors may decline to register any transfer of any share on which the Company has a lien or any transfer of any share, whether or not a fully-paid share, to a person of whom they shall not approve.

### 2.6 Capitalisation of Profits and Reserves

- (a) The Company in general meeting may on the recommendation of the Directors and subject to paragraph (b) resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or profit and loss or share premium account or any other amount which is available for distribution and is not required for payment of a dividend on any shares carrying a preferential right to dividend and to resolve that such sum be applied either in or towards paying up any amount for the time being unpaid on any shares held by the members of the Company who would have been entitled to such sum if distributed by way of dividend and in the same proportions or paying up in



full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution.

- (b) A share premium account or a capital redemption reserve and any reserve or profit and loss account which is not available for distribution may, for the purposes of this Article, only be applied in paying up in full unissued shares to be allotted to members of the Company as fully paid bonus shares.

### **3. Proceedings at General Meeting**

#### **3.1 Quorum**

No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. For so long as there shall be two or more members of the Company then two members present in person or by proxy or (if a corporation) by a duly authorised representative shall be a quorum and for so long as there shall be only one member then one member present in person or by proxy or (if a corporation) by a duly authorised representative shall be a quorum.

#### **3.2 Chairman**

The chairman at every general meeting of the Company shall be a director appointed from time to time to act as such by the holders of the majority of the Ordinary Shares. If for any reason a chairman has not been so appointed, then in respect of each general meeting of the Company a chairman shall be appointed by the majority of the holders of Ordinary Shares present at such meeting in person or by proxy or (being a corporation) by a duly authorised representative.

### **4. Powers of Directors to Borrow Money**

The Directors may exercise all powers of the Company to borrow or raise money or to guarantee and to mortgage or charge its undertaking, property, assets and rights and uncalled capital or any part thereof and, subject to the provisions of the Acts, to create and issue debentures, debenture stock, mortgages, charges and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **5. Board of Directors**

### **5.1 Number of Directors**

There shall be no maximum number of Directors and the minimum number of Directors shall be one.

### **5.2 Appointment of Directors**

- (a) The directors may appoint any person who is willing to act to be a director either to fill a vacancy or as an additional director.
- (b) Any member holding Ordinary Shares whose aggregate nominal value amounts to more than half of the aggregate nominal value of all Ordinary Shares in issue from time to time which confer a right to vote at general meetings shall be entitled by notice in writing to the Company to appoint any person willing to act to be a director to fill any vacancy or as an additional director. A notice of appointment of a director pursuant to this paragraph shall take effect upon the earlier of lodgement at the registered office of the Company, delivery to a meeting of the Directors and delivery to the Secretary.

### **5.3 Removal of Directors**

Any member entitled to appoint a director under Article 5.2(b) may by like notice to remove any director (whether or not appointed under Article 5.2(b)). A notice of removal of a director pursuant to this Article shall take effect upon the earlier of lodgement at the registered office of the Company, delivery to a meeting of the Directors and delivery to the Secretary.

### **5.4 Automatic Disqualification as Director**

The office of a director shall be vacated:

- (a) if by notice in writing to the Company, the occupant of such office resigns such office;
- (b) if he shall for more than 6 months have been absent without permission of the directors from meetings of the directors held during that period, unless he shall have appointed an alternate director who has not been similarly absent during such period;

- (c) if he becomes bankrupt or enters into any arrangement with his creditors generally;
- (d) if he is prohibited from being a director by an order made under any provision of the Acts or any other Act of Parliament;
- (e) if he becomes of unsound mind;
- (f) if he is removed from office under section 168 of the 2006 Act; or
- (g) if he is removed from office pursuant to Article 5.3.

#### 5.5 No Obligatory Retirement of Directors

Directors shall not be liable to retire by rotation.

#### 5.6 Managing or Executive Directors

- (a) The Directors may from time to time appoint one or more of their number to an executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as shall be thought fit, and subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed to any executive office shall (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company) *ipso facto* cease to hold such office if he ceases from any cause to be a director.
- (b) The managing director, manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a director) as the Directors may determine. The Directors may entrust to and confer upon a managing director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions with such restrictions as they think fit and may from time to time withdraw, alter or vary all or any of such powers.

- (c) The Directors may entrust to and confer upon a managing director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions with such restrictions as they think fit and may from time to time withdraw, alter or vary all or any of such powers.

#### 5.7 No Shareholding Qualification

A director shall not be required to hold any share qualification, but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the capital of the Company.

### 6. Assistant Company Secretary

The Directors may appoint one or more persons as they may think fit, to be an assistant Secretary to the Company and each such person shall have full power to act in the place of the Secretary to the Company and shall be appointed for such term, at such remuneration and upon such conditions as the Directors may think fit; and any assistant Secretary so appointed may be removed by the Directors.

### 7. Interests of Directors

- (a) Subject to the provisions of the Acts, a director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditors of the Company or any subsidiary thereof) relating to the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor.
- (b) A director may vote, at any meeting of the Directors or of any committee of the Directors, 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 whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting. act as alternate

director at meetings of the Directors in his place during his absence and, at his discretion, to revoke such nomination.

## **8. Alternate Directors**

- (a) Each director shall have the power to nominate any person approved for that purpose by a resolution of the Directors to act as alternate director at meetings of the Directors in his place during his absence and, at his discretion, to revoke such nomination.
- (b) Any appointment or removal of an alternate director shall be effected by an instrument in writing delivered at the registered office of the Company and signed by the appointor.
- (c) An alternate director shall on the terms provided in Article 9 be entitled to receive notice of meetings of the Directors and to attend and vote at any such meeting and to perform thereat all the functions of his appointor. An alternate director shall have one vote for each director he represents, in addition to his own vote if he is a director, but he shall not be counted more than once in the quorum. If his appointor is for the time being absent from the United Kingdom or otherwise not available the appointee's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate director shall be deemed to be a director for the purpose of signing instruments to which the seal is affixed and regulation 101 shall be modified accordingly. Save as aforesaid, an alternate director shall not have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.
- (d) An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified under Article 10.1 to the same extent *mutatis mutandis* as if he were a director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration, except only 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.
- (e) An alternate director shall *ipso facto* cease to be an alternate director if his appointor ceases for any reason to be a director.

## **9. Proceedings of Directors**

### **9.1 Power to regulate own proceedings**

Subject to the provisions of these Articles and the Acts, the Directors shall regulate their meetings as they think fit.

### **9.2 Quorum**

For so long as there shall be more than one Director two directors shall be a quorum. If however there is only one Director he may exercise all the powers and authorities vested in the directors by these Articles.

### **9.3 Voting**

Questions arising at a meeting of the Directors shall be decided by a majority of votes.

### **9.4 Written Resolutions of Directors**

The written resolution referred to in regulation 93 may consist of several documents in a like form each signed by one or more of the Directors.

### **9.5 Meetings by Telephone/Video Conference**

Any director may participate in a meeting of the Directors or a committee of the Directors by means of a conference telephone, video conferencing facility or similar communications equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at such meeting and shall be entitled to vote and be counted in the quorum. Such 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 is located.

## **10. Directors' Benefits**

### **10.1 Indemnity**

A relevant director may be indemnified out of the Company's assets against any liability (other than a liability to the Company or an associated company) which that director incurs in connection with:

- (a) civil proceedings in relation to the Company or an associated company (other than a liability incurred in defending proceedings brought by the Company or an associated company in which final judgment is given against the directors);
- (b) criminal proceedings in relation to the Company or an associated company (other than a fine imposed in such proceedings, or a liability incurred in defending proceedings in which the director is convicted and the conviction is final);
- (c) regulatory action taken by or a regulatory investigation by a regulatory authority in relation to the Company or an associated company (unless a sum is payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising));
- (d) any application for relief under sections 144(3) or (4) of the 1985 Act or 661(3) or (4) of the 2006 Act (power of court to grant relief in case of acquisition of shares by innocent nominee), or sections 727 of the 1985 Act or 1157 of the 2006 Act (general power of court to grant relief in case of honest and reasonable conduct), unless in any such case the court refuses to grant the director relief and the refusal of relief is final; or
- (e) civil proceedings in relation to an occupational pension scheme (as defined in section 235(6) of the 2006 Act) of which the Company is a trustee in respect of liability incurred in connection with the Company's activities as a trustee of the scheme (other than a fine imposed in criminal proceedings, a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising) or a liability incurred in defending proceedings in which the director is convicted and the conviction is final).
- (f) A judgment, conviction or refusal of relief becomes final:
  - (i) if not appealed against, at the end of the period for bringing an appeal; or
  - (ii) if appealed against, at the time when the appeal (or any further appeal) is disposed of.

- (g) An appeal is disposed of:
  - (i) if it is determined and the period for bringing any further appeal has ended, or
  - (ii) if it is abandoned or otherwise ceases to have effect.
- (h) In this Article:
  - (i) companies are associated if one is a subsidiary (as defined in the Acts) of the other or both are subsidiaries of the same body corporate; and
  - (ii) a "**relevant director**" means any director or former director of the Company.

#### 10.2 Insurance

- (a) The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- (b) In this Article:
  - (i) a "**relevant officer**" means any director or former director of the Company, any other officer or employee or former officer or employee of the Company (but not its auditors) or any trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act) for the purposes of an employees' share scheme of the Company; and
  - (ii) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company (within the meaning of Article 10.1 above) or any pension fund or employees' share scheme of the Company.

#### 10.3 Retirement Benefits

The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any other salaried office or



place of profit with the Company or to his widow or dependents and make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

**11. Members' Right to Inspect Records**

Any member shall be entitled at any time to inspect any accounting records or other books or documents or records of the Company without charge.

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Name and Address of Subscriber	Number of Shares taken by the Subscriber
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Colin Rutherford 4 Henderland Road Edinburgh Midlothian EH12 6BB	FIFTY
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Alexander Stewart McIntyre 1 Tranter Road Aberlady East Lothian EH32 0UE	FIFTY
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Dated the 10th day of September, 2008