



## CERTIFICATE OF INCORPORATION

No. 54871

I hereby certify that

John Davidson (Holdings) Limited

is this day incorporated<sup>1</sup> under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at Edinburgh the 17 January 1974

*Registrar of Companies*

Number of  
Company

54871/1

Form No. 41.

## THE COMPANIES ACT 1948.

COMPANIES  
REGISTRATION

A 5s.  
Companies  
Registration  
Fee Stamp  
must be  
impressed  
here.

DECLARATION of Compliance with the requirements of the  
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the  
Name of the  
Company.

JOHN DAVIDSON (HOLDINGS)

LIMITED.

Presented by

Cartmell Mawson & Main,

Viaduct House,

Carlisle.



I, JOHN ANDREW MIREHOUSE MAWSON

of VIADUCT HOUSE, CARLISLE,

(a) Here insert:  
"A Solicitor of the  
"Supreme Court"  
(or in Scotland "a  
Solicitor") "engaged  
"in the formation"

or  
"A person named  
"in the Articles of  
"Association as a  
"Director or  
"Secretary."

Do solemnly and sincerely declare that I am (a) a Solicitor of the

Supreme Court engaged in the formation

of JOHN DAVIDSON (HOLDINGS)

Limited

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with, And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at

11 Carlisle

Carlisle

the

19th

day of

December

one thousand nine hundred and seventy-three.

John Mawson

Before me,

John Mawson

Note.—This margin is reserved for binding and must not be written across.

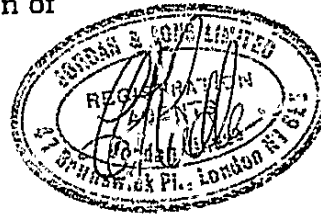
The Companies Acts 1948 to 1967

COMPANY LIMITED BY SHARES

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Memorandum and Articles of Association of

(Holdings)  
JOHN DAVIDSON GROUP LIMITED



(Incorporated the                      day of                      19 ).

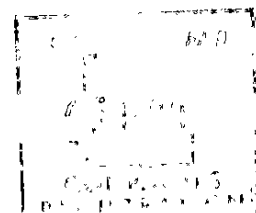
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Jordan & Sons Limited

International Law Agents, Consultants and Publishers

Jordan House, 47, Brunswick Place, London N1 6EE

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54871/2



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THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

(HOLDINGS) *JBD*  
JOHN DAVIDSON GROUP LIMITED *for*



1. The name of the Company is "JOHN DAVIDSON GROUP LIMITED."

2. The registered office of the Company will be situate in England. *Scotland* *JBD*

3. The objects for which the Company is established are: -

(a) To carry on the business of a holding company in all its branches, and to acquire by purchase, lease, concession, grant, license or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interest, annuities, policies of assurance and other property and rights and interests in property as the company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the company, to act as trustees of any deeds constituting or securing any debentures, debenture stock, or other securities or obligations; to enter into, assist, or participate in financial, commercial mercantile, industrial and other transactions, undertakings and business of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account, and to co-ordinate the policy and administration of any companies of which this company is a member or which are in any manner controlled by, or connected with the Company, and to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, insurance brokers and agents, company promoters, bill discounters, insurance brokers and agents, mortgage brokers, rent and debt collectors, stock and share brokers and dealers and commission and general agents, merchants and traders.



45245

(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(c) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, 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.

(e) To acquire and 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 this 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 co-operation, 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.

(f) 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, both real and personal.

(g) 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, sell or otherwise deal with any investments made.

(h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guaranties, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms, or companies.

(i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, 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, 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.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade and Industry 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 expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any Governments or authorities (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.

(m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company

or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

(o) To remunerate any person, firm or company rendering services to this Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(p) 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.

(q) 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 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 to 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 of any company which is a subsidiary of the Company or the holding company of the Company or of the predecessors in business of the Company or of any such subsidiary or holding company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) 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 or holding Company and to lend money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.

(r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking 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.

(s) 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.

(t) To distribute among the Members of the Company in kind any property of the Company of any kind.

(u) To procure the Company to be registered or recognized in any part of the world.

(v) 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 or otherwise and either alone or in conjunction with others.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4 The liability of the Members is limited.

5. The Share Capital of the Company is £190,000 divided into 150,000 voting shares of £1 each and 40,000 non voting shares of £1 each.

We, the several persons whose names, addresses, and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
<p>John Bruce Dandson Allison Bank Lydney By Carlisle Company Director</p> <p>Robert Willie Gordon 15 Westport Haverhill W. Haverhill Company Director</p>	<p>one VOTING</p> <p>one VOTING</p>

Dated December 12<sup>th</sup> 1923

Witness to the above signatures:

John W. Haverhill  
Solicitor  
Haverhill House  
Carlisle.

54871/3

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

(Holdings) *HM*  
JOHN DAVIDSON GROUP LIMITED *John*

*Davidson*

PRELIMINARY

1. The regulations contained or incorporated in Parts I and II of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded and varied) and the Articles hereinafter contained shall be the regulations of the Company.

#### FIRST DIRECTORS

2. (a) Clause 75 in Part I of Table A shall not apply to the Company.

(b) Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than three nor more than five. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally.

(c) The following persons shall be the first Directors of the Company: John Brian Davidson, Graham McKie Carson and Edgar Hall and John Brian Davidson shall be a Permanent Director of the Company.

## SHARES

3. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.
4. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.
5. Clause 15 in Part I of Table A shall be read and construed as if there were omitted from such Clause the words "provided that no Call shall exceed one-fourth of the nominal value of the Share or be payable at less than one month from the date fixed for the payment of the last preceding Call".
6. A transfer of a fully paid Share need not be executed by or on behalf of the transferee; and Clause 22 in Part I of Table A shall be modified accordingly.

## GENERAL MEETINGS AND RESOLUTIONS

7. Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of the Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.
8. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".
9. A resolution in writing pursuant to Clause 5 in Part II of Table A may consist of two or more documents in like form each signed by one or more of the Members in such Clause referred to; and the said Clause 5 shall be modified accordingly.

## DIRECTORS

10. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be re-appointed or appointed, as the case may be, as a Director

notwithstanding that he has then attained the age of 70, and no special notice need be given of any resolution for the re-appointment or appointment, or approval of the appointment of a Director at any age, and it shall not be necessary to give the Members notice of the age of any Director or person proposed to be so re-appointed or appointed; and Sub-Sections (1) to (6) inclusive of Section 185 of the Companies Act 1948 shall be excluded from applying to the Company.

11. A Director may at any time appoint any other person (whether a Director or Member of the Company or not) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment. An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of Table A and of these presents with regard to Directors. An Alternate Director shall be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director: Provided that if a Director retires by rotation and is re-elected by the Meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. Where a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointer such Alternate Director shall have one vote in addition to his vote as Director. Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment and such instrument shall only take effect on the service thereof at the registered office of the Company. The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

13. (a) The Directors may exercise the powers of the Company conferred by Clause 3(q) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Part I of Table A shall not apply to the Company.

14. It shall not be necessary for Directors to sign their names in the Minute Book; and Clause 86 in Part I of Table A shall be modified accordingly.

15. A resolution in writing pursuant to Clause 106 in Part I of Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to: and the said Clause 106 shall be modified accordingly.

#### BORROWING POWERS

16. (a) The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

(b) Clause 79 in Part I of Table A shall not apply to the Company.

#### ACCOUNTS

17. In Clause 126 in Part I of Table A after the words "157 of the Act" shall be added the words "and Sections 16 to 22 inclusive of the Companies Act 1967".

#### INDEMNITY

18. (a) Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.

(b) Clause 136 in Part I of Table A shall not apply to the Company.

## TRANSFER OF SHARES

19. (a) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will unless the change is made in connection with the acquisition of any beneficial interest under the trusts of the Will by any person not a beneficiary under the Will. A Share may at any time be transferred to any Member of the Company.

(b) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(c) Except where the transfer is made pursuant to Sub-Article (a) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (e) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(d) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last mentioned notice.

(e) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Act, 1950, shall not apply.

(f) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(g) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (i) hereof, to sell and transfer the Share, or in case more than one Share is included in the transfer notice the Shares not placed, to any person and at any price.

(h) The Shares included in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires to purchase a number of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess in proportion to the existing Shares held by the claimants respectively. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(i) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share, or (b) where the Directors are of opinion that the transferee is not a desirable person to admit to Membership; but Paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (a) hereof. Clause 3 in Part II of Table A shall not apply.

(j) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

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Names, addresses and descriptions of Subscribers

---

John Brian Dawson  
Allisons Bank  
Guthrie  
By Roadside  
Company Director

Frank Willie Gosson  
15 Westport  
Hecamp  
E. Milbride  
Company Director.

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Dated January 12th 1973

Witness to the above signatures:-

John M. Mawson  
Solicitor  
Head of House  
Carlisle

# THE COMPANIES ACT, 1948.

## Special Resolution

(Pursuant to Companies Act, 1948, s. 141 (2).)

OF

JOHN DAVIDSON (HOLDINGS)

~~COMPANY~~ LIMITED.

Passed 2nd September 1975 .

The Blanks in this heading may be filled up by writing.

AT AN EXTRAORDINARY GENERAL MEETING of the Members of the said Company, after due notice specifying the intention to propose the following Resolution as a **Special Resolution** had been given, held at Allisons Bank, Gretna in the County of Dumfries on the Second day of September 1975, the following **Special Resolution** was duly passed.

The Resolution to be printed hereon unless the company is exempt under Sec. 129 of the Act when it may be typed hereon. It should not be a set in type paper used hereto.

"That the provisions of the Memorandum of Association of the Company with respect to the objects of the Company be altered by deleting sub-clauses (v) and (w) of clause 3 and adding after sub-clause (u) of clause 3 the following sub-clauses videlicet:-

- (v) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- (w) 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 or otherwise and either alone or in conjunction with others.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them."

Signature

*J. B. Davidson*

Officer

Director

To be authenticated by the written Signature of an Officer of the Company.

54871

number of company  
form No. 50

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## THE COMPANIES ACTS 1948 TO 1967

[COPY]

**special resolution(s)**

of.....JOHN DAVIDSON (HOLDINGS).....

Limited

Passed the 27th..... day of March..... 1979.....


At an Extraordinary General Meeting of the members of the above-named company,  
duly convened and held at ..... Allisons Bank, Gretna.....

on the 27th..... day of March..... 1979.....

the following SPECIAL RESOLUTION(S) was/were duly passed:—

Alteration to Articles of Association

It was proposed and agreed that section 2(b) of the Articles of Association be amended permitting an increase in the maximum number of Directors from five to ten.

  
E D INNES (Secretary)

## NOTES:

- (1) This copy Resolution should be signed by the Chairman of the Meeting OR by a Director OR by Secretary of the Company whose position should be stated under his name.  
(2) This copy Resolution is required to be filed with the registrar of companies within 15 DAYS after it been passed and can be sent to Jordan & Sons Ltd. for that purpose.

**Jordan & Sons Limited**

International Law Agents, Consultants and Publishers

Jordan House, 47 Brunswick Place, London N1 6EE

Telephone 01-253 3030 Telex 261010



5487/35  
No. of Company 54871

The Companies Act 1948 to 1967

COMPANY LIMITED BY SHARES

Memorandum and Articles of Association of

JOHN LAWSON (HOLDINGS) LIMITED

(Incorporated the 17th day of January, 1974)

Jordan & Sons Limited

International Law Agents, Consultants and Publishers

Jordan House, 47, Brunswick Place, London N1 6EE



THE COMPANIES ACTS 1948 to 1987

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

JOHN DAVIDSON (HOLDINGS) LIMITED

1. The name of the Company is "JOHN DAVIDSON (HOLDINGS) LIMITED."

2. The registered office of the Company will be situated in Scotland.

3. The objects for which the Company is established are:-

(a) To carry on the business of a holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of insurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; to enter into, assist, or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account, and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by, or connected with the Company, and to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, insurance brokers and agents, mortgage brokers, rent and debt collectors, stock and share brokers and dealers and commission and general agents, merchants and traders.

(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(c) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, 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.

(e) To acquire and 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 this 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 co-operation, 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.

(f) 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, both real and personal.

(g) 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, sell or otherwise deal with any investments made.

(h) To lend and advance money or give credit on such terms as may seem expedient with or without security to customers and others, and to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms, or companies.

(i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, 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, 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.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade and Industry 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 expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any Governments or authorities (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.

(m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company

or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(h.) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

(i) To remunerate any person, firm or company rendering services to this Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(j) 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.

(k) 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 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 to 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 of any company which is a subsidiary of the Company or the holding company of the Company or of the predecessors in business of the Company or of any such subsidiary or holding company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) 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 or holding Company and to lend money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.

as carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(s.) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

(o) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(p) 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.

(q) 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 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 to 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 of any company which is a subsidiary of the Company or the holding company of the Company or of the predecessors in business of the Company or of any such subsidiary or holding company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) 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 or holding Company and to lend money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.

(r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking 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.

(s) 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.

(t) To distribute among the Members of the Company in kind any property of the Company of any kind.

(u) To procure the Company to be registered or recognized in any part of the world.

(v) 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 or otherwise and either alone or in conjunction with others.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

4. The Liability of the Members is limited.

5. The Share Capital of the Company is £100,000 divided into 100,000 voting shares of £1 each and 40,000 non voting shares of £1 each.

We, the several persons whose names, addresses, and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
John Brian Davidson, Allerton Bank, Gretna, By Certificate. Company Director.	One
Graham McKie Carson, 15, Westport, Hainryree, K. Kilbride. Company Director.	One

Dated this 12th day of December, 1973.

Witness to the above signatures: -

John A. Mawson,  
Solicitor,  
Viaduct House,  
Carlisle.

**THE COMPANIES ACTS 1946 to 1967**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION OF**

**JOHN DAVIDSON (HOLDINGS) LIMITED**

**PRELIMINARY**

1. The regulations contained or incorporated in Parts I and II of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded and varied) and the Articles hereinafter contained shall be the regulations of the Company.

**FIRST DIRECTORS**

2. (a) Clause 75 in Part I of Table A shall not apply to the Company.

(b) Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than three nor more than ten. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally.

(c) The following persons shall be the first Directors of the Company. John Brian Davidson, Graham McKie Carson and Edgar Hall and John Brian Davidson shall be a Provisional Director of the Company

notwithstanding that he has then attained the age of 70, and no special notice need be given of any resolution for the re-appointment or appointment, or approval of the appointment of a Director at any age, and it shall not be necessary to give the Members notice of the age of any Director or person proposed to be so re-appointed or appointed; and Sub-Sections (1) to (6) inclusive of Section 185 of the Companies Act 1928 shall be excluded from applying to the Company.

11. A Director may at any time appoint any other person (whether a Director or Member of the Company or not) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment. An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of Table A and of these presents with regard to Directors. An Alternate Director shall be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director: Provided that if a Director retires by rotation and is re-elected by the Meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. Where a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointer such Alternate Director shall have one vote in addition to his vote as Director. Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment and such instrument shall only take effect on the service thereof at the registered office of the Company. The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration, and Clause 84 in Part I of Table A shall be modified accordingly.

13. (a) The Directors may exercise the powers of the Company conferred by Clause 3(q) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Part I of Table A shall not apply to the Company.

14. It shall not be necessary for Directors to sign their names in the Minute Book; and Clause 86 in Part I of Table A shall be modified accordingly.

15. A resolution in writing pursuant to Clause 106 in Part I of Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to: and the said Clause 106 shall be modified accordingly.

#### **BORROWING POWERS**

16. (a) The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

(b) Clause 79 in Part I of Table A shall not apply to the Company.

#### **ACCOUNTS**

17. In Clause 126 in Part I of Table A after the words "157 of the Act" shall be added the words "and Sections 18 to 22 inclusive of the Companies Act 1967".

#### **INDEMNITY**

18. (a) Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.

(b) Clause 136 in Part I of Table A shall not apply to the Company.

## TRANSFER OF SHARES

18. (a) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such Member, and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any charge of trustees to the trustees for the time being of such Will unless the charge is made in connection with the acquisition of any beneficial interest under the trust of the Will by any person not a beneficiary under the Will. A Share may at any time be transferred to any Member of the Company.

(b) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(c) Except where the transfer is made pursuant to Sub-Article (a) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (e) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(d) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last mentioned notice.

(e) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Act, 1950, shall not apply.

(f) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorize some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(g) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (i) hereof, to sell and transfer the Share, or in case more than one Share is included in the transfer notice the Shares not placed, to any person and at any price.

(h) The Shares included in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires to purchase a number of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess in proportion to the existing Shares held by the claimants respectively. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(i) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share, or (b) where the Directors are of opinion that the transferee is not a desirable person to admit to Membership, but Paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (a) hereof. Clause 3 in Part II of Table A shall not apply.

(j) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served the Company with a transfer notice pursuant to Sub-Article (a) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

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Names, addresses and descriptions of Subscribers

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John Brian Pavideau,

Allibone Bank,

Carlisle,

By Carlisle.

Company Director.

Graham McKie Carson,

15, Westport,

Bairmyres,

R. Kilbride.

Company Director.

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Dated this 12th day of December, 1973.

Witness to the above signatures: -

John A. Mawson,  
Solicitor,  
Viaduct House,  
Carlisle.

FIRST SCHEDULE

TABLE A

PART I

REGULATIONS FOR MANAGEMENT OF A COMPANY LIMITED BY SHARES, NOT BEING A PRIVATE COMPANY.

INTERPRETATION.

In these Regulations:-

"The Act" means The Companies Act, 1946.

"The Seal" means the Common Seal of the Company.

"The Secretary" means any person appointed to perform the duties of Secretary of the Company.

"The United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, typography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Regulations become binding on the Company.

SHARE CAPITAL AND VARIATION OF RIGHTS.

Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of Shares, any Share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of Capital or otherwise as the Company may from time to time by Ordinary Resolution determine.

Subject to the provisions of Section 58 of the Act, any Preference Shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the Company are

## TABLE A

liable, to be redeemed on such terms and in such manner as the Company before the issue of the Shares may by SPECIAL RESOLUTION determine.

4. If at any time the Share Capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or no the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the Shares of the class. To every such separate General Meeting the provisions of these Regulations relating to General Meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll.

5. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.

6. The Company may exercise the powers of paying commissions conferred by Section 53 of the Act, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said section and the rate of the commission shall not exceed the rate of 10 per cent. of the price at which the Shares in respect whereof the same is paid are issued or an amount equal to 10 per cent. of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid Shares or partly in one way and partly in the other. The Company may also on any issue of Shares pay such brokerage as may be lawful.

7. Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share or (except only as by these Regulations or by law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

8. Every person whose name is entered as a Member in the Register of Members shall be entitled without payment to receive within two

## TABLE A

months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one Certificate for all his Shares or several Certificates each for one or more of his Shares upon payment of 2s. 6d. for every Certificate after the first or such less sum as the Directors shall from time to time determine. Every Certificate shall be under the Seal and shall specify the Shares to which it relates and the amount paid up thereon. Provided that in respect of a Share or Shares held jointly by several persons the Company shall not be bound to issue more than one Certificate, and delivery of a Certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders.

9. If a Share Certificate be defaced, lost or destroyed, it may be renewed on payment of a fee of 2s. 6d. or such less sum and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company of investigating evidence as the Directors think fit.

10. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any Shares in the Company or in its holding company; nor shall the Company make a loan for any purpose whatsoever on the security of its Shares or those of its holding company, but nothing in this Regulation shall prohibit transactions mentioned in the proviso to Section 84 (1) of the Act.

### LIEN.

11. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares (other than fully paid Shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a Share shall extend to all dividends payable thereon.

12. The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently

## TABLE A

payable, nor until the expiration of fourteen days after a note in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the Share or the person entitled thereto by reason of his death or bankruptcy.

13. To give effect to any such sale the Directors may authorise some person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the process in reference to the sale.

14. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existing upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

### CALLS ON SHARES.

15. The Directors may from time to time make calls upon Members in respect of any moneys unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the Share or be payable at less than one month from the date fixed for the payment of the last preceding call, and every Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his Shares. A call may be revoked or postponed as the Directors may determine.

16. A call shall be deemed to have been made at the time when a resolution of the Directors authorising the call was passed and shall be required to be paid by instalments.

17. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

18. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum

## TABLE A

payable, nor until the expiration of fourteen days after a note in writing, stating and demanding payment of such part of the sum in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the Share the person entitled thereto by reason of his death or bankruptcy.

13. To give effect to any such sale the Directors may authorise any person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

14. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as exists upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

### CALLS ON SHARES.

15. The Directors may from time to time make calls upon Members in respect of any moneys unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the Share or be payable at less than one month from the date fixed for the payment of the last preceding call, and every Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his Shares. A call may be revoked or postponed as the Directors may determine.

16. A call shall be deemed to have been made at the time when resolution of the Directors authorising the call was passed and shall be required to be paid by instalments.

17. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

18. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum

## TABLE A

18. shall pay interest on the sum from the day appointed for payment to the time of actual payment at such rate not exceeding 5 per cent. per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

19. Any sum which by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these Regulations be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

20. The Directors may, on the issue of Shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

21. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any Shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such a rate not exceeding (unless the Company in General Meeting shall otherwise direct) 5 per cent. per annum, as may be agreed upon between the Directors and the Member paying such sum in advance.

## TRANSFER OF SHARES.

22. The instrument of transfer of any Share shall be executed by or on behalf of the transferor and transferee, and, the transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered in the Register of Members in respect thereof.

23. Subject to such of the restrictions of these Regulations as may be applicable, any Member may transfer all or any of his Shares by instrument in writing in any usual or common form or any other form which the Directors may approve.

24. The Directors may decline to register the transfer of a Share (not being a fully paid Share) to a person of whom they shall not

\* As amended by the Companies Act, 1967 - Schedule VIII Part III

## TABLE A

approve, and they may also decline to register the transfer of shares on which the Company has a lien.

25. The Directors may also decline to recognise any instrument of transfer unless:-

(a) a fee of 2s. 6d. or such lesser sum as the Directors may from time to time require is paid to the Company in respect thereof;

(b) the instrument of transfer is accompanied by the Certificate of Shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

26. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

27. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year.

28. The Company shall be entitled to charge a fee not exceeding one shilling on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other instrument.

## TRANSMISSION OF SHARES.

29. In case of the death of a Member the survivor or survivors if the deceased was a joint holder, and the legal personal representative of the deceased where he was a sole holder, shall be the only person recognised by the Company as having any title to his interest in the Shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Shares which had been jointly held by him with other persons.

30. Any person becoming entitled to a Share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to register himself as holder of the Share or to have some person

## TABLE A

nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before his death or bankruptcy, as the case may be.

31. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the Share. All the limitations, restrictions and provisions of these Regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

32. A person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by Membership in relation to Meetings of the Company;

Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share, and if the notice is not complied with within ninety days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the Share until the requirements of the notice have been complied with.

### FORFEITURE OF SHARES.

33. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

34. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time

## TABLE A

appointed the Shares in respect of which the call was made liable to be forfeited.

35. If the requirements of any such notice as aforesaid complied with, any Shares in respect of which the notice given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

36. A forfeited Share may be sold or otherwise disposed of in such terms and in such manner as the Directors think fit, and at or before a sale or disposition the forfeiture may be cancelled in such terms as the Directors think fit.

37. A person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him to the Company in respect of such Shares, but his liability shall cease if and when the Company received payment in full of all such moneys in respect of such Shares.

38. A statutory declaration in writing that the declarant is or the Secretary of the Company, and that a Share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share. The Company may receive any consideration, if any, given for the Share on any sale or disposition thereof and may execute a transfer of the Share in favour of the person to whom the Share is sold or disposed of and thereupon be registered as the holder of the Share, and shall be bound to see to the application of the purchase money, if any, and shall his title to the Share be affected by any irregularity or defect in the proceedings in reference to the forfeiture, sale or disposition of the Share.

39. The provisions of these Regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of a Share, becomes payable at a fixed time, whether on account of the nominal value of the Share or by way of premium, as if it had been payable by virtue of a call duly made and notified.

## CONVERSION OF SHARES INTO STOCK.

40. The Company may, by Ordinary Resolution convert any paid-up Shares into Stock, and reconvert any Stock into paid-up Shares of any denomination.

## TABLE A

1. The holders of Stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, and subject to which the Shares from which the Stock arose might previously have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of Stock transferable but so that such minimum shall not exceed the nominal amount of the Shares from which the Stock arose.

2. The holders of Stock shall, according to the amount of Stock held by them, have the same rights, privileges and advantages as regards dividends, voting at Meetings of the Company and other matters as if they held the Shares from which the Stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of Stock which would not, if existing in Shares, have conferred the privilege or advantage.

3. Such of the regulations of the Company as are applicable to paid-up Shares shall apply to Stock, and the words "Share" and "Shareholder" herein shall include "Stock" and "Stockholder".

### ALTERATION OF CAPITAL.

4. The Company may from time to time by Ordinary Resolution increase the Share Capital by such sum, to be divided into Shares of such amount, as the Resolution shall prescribe.

5. The Company may by Ordinary Resolution -

(a) consolidate and divide all or any of its Share Capital into Shares of larger amount than its existing Shares;

(b) sub-divide its existing Shares, or any of them, into Shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of Section 61 (1) (d) of the Act;

(c) cancel any Shares which, at the date of the passing of the Resolution, have not been taken or agreed to be taken by any person.

6. The Company may by Special Resolution reduce its Share Capital, any Capital Redemption Reserve Fund or any Share Premium Account in any manner and with and subject to, any incident authorized, and consent required, by law.

## TABLE A

### GENERAL MEETING.

47. 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 fifteen 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 eighteen 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.

48. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

49. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which Meetings may be convened by the Directors.

### NOTICES OF GENERAL MEETINGS.

50. An Annual General Meeting and a Meeting called for the passing of a 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 meeting and, in 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 regulations 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 Regulation, be deemed to have been duly called if it is so agreed -

## TABLE A

in the case of a Meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and

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 holding not less than 96 per cent. in nominal value of the Shares giving that right.

The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

### PROCEEDINGS AT GENERAL MEETINGS.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

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, three Members present in person shall be a quorum.

If within half an hour from 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, and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Members present shall be a quorum.

The Chairman, if any, of the Board of Directors 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 Directors present shall elect one of their number to be Chairman of the Meeting.

If at any Meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time

## TABLE A

appointed for holding the Meeting, the Members present shall choose one of their number to be Chairman of the Meeting.

57. The Chairman may, with the consent of any Meeting at which a 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.

58. 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 the declaration of the result of the show of hands) demanded -

(a) by the Chairman; or

(b) by at least three 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; or

(d) by a Member or Members holding Shares in the Company conferring a right to vote at the Meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right.

Unless a poll be 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 an 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.

59. Except as provided in Regulation 61, 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 was demanded.

## TABLE A

60. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

61. 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.

### VOTES OF MEMBERS.

62. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person shall have one vote, and on a poll every Member shall have one vote for each Share of which he is the holder.

63. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

64. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.

65. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of Shares in the Company have been paid.

66. No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the Meeting, whose decision shall be final and conclusive.

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

68. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if

TABLE A

the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.

69. The instrument appointing a 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 within the United Kingdom as is specified for that purpose in the notice convening the Meeting, not less than 48 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 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

70. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit -

" Limited

I/We, \_\_\_\_\_ of \_\_\_\_\_  
in the County of \_\_\_\_\_, being a Member/  
Members of the above-named Company, hereby appoint  
\_\_\_\_\_, of \_\_\_\_\_,  
or failing him, \_\_\_\_\_ of \_\_\_\_\_  
, as my/our proxy to vote for me/us on  
my/our behalf at the (Annual or Extraordinary, as the case  
may be) General Meeting of the Company to be held on the  
day of \_\_\_\_\_ 19 \_\_, and at any  
adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_

71. Where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit -

" Limited

I/We, \_\_\_\_\_ of \_\_\_\_\_  
in the County of \_\_\_\_\_, being a Member/  
Members of the above-named Company, hereby appoint  
\_\_\_\_\_, of \_\_\_\_\_,  
or failing him, \_\_\_\_\_ of \_\_\_\_\_

### TABLE I

as day/our proxy, to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company, to be held on the day of 19 , and at any adjournment thereof.

Signed this                      day of                      19

This form is to be used <sup>\*in favour of</sup>  
against the resolution.

Unless otherwise instructed, the proxy will vote as he thinks fit.

**\*Strike out whichever is not desired."**

72. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

73. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer 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.

**CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS.**

74. Any corporation which is a Member of the Company may by resolution of its Directors or other governing body authorize such person as it thinks fit to act as its representative at any Meeting of the Company or of any class of Members of the Company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.

## DIRECTORS.

75. The number of the Directors and the names of the first Directors shall be determined in writing by the Subscribers of the Memorandum of Association or a majority of them.

## TABLE A

76. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors or any Committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

77. The shareholding qualification for Directors may be fixed by the Company in General Meeting, and unless and until so fixed no qualification shall be required.

78. A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company otherwise direct.

### BORROWING POWERS.

79. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled Capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party:

Provided that the amount for the time being remaining undischarged of moneys borrowed or secured by the Directors as aforesaid (apart from temporary loans obtained from the Company's Bankers in the ordinary course of business) shall not at any time, without the previous sanction of the Company in General Meeting, exceed the nominal amount of the Share Capital of the Company for the time being issued, but nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed. No debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or was thereby exceeded.

TABLE A

**POWERS AND DUTIES OF DIRECTORS.**

80. 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 by these Regulations, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these Regulations, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid Regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

81. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

82. The Company may exercise the powers conferred by Section 36 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

83. The Company may exercise the powers conferred upon the Company by Sections 119 to 123 (both inclusive) of the Act with regard to the keeping of a Dominion Register, and the Directors may (subject to the provisions of those Sections) make and vary such regulations as they may think fit respecting the keeping of any such Register.

84. - (1) A Director who is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a Meeting of the Directors in accordance with Section 199 of the Act.

(2) A Director shall not vote in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be counted in the quorum present at the Meeting, but neither of these prohibitions shall apply to -

TABLE A

(a) any arrangement for giving any Director any security of indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or

(b) to any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or

(c) any contract by a Director to subscribe for or underwrite Shares or Debentures of the Company; or

(d) any contract or arrangement with any other company in which he is interested only as an officer of the Company or as holder of Shares or other securities;

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.

(3) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine, and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

(4) A Director, notwithstanding his interest, may be counted in the quorum present at any Meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.

(5) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to

## TABLE A

remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

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

86. 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 Directors;

and every Director present at any Meeting of Directors or Committee of Directors shall sign his name in a book to be kept for that purpose.

87. 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 may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

### DISQUALIFICATION OF DIRECTORS.

88. The office of Director shall be vacated if the Director -

(a) ceases to be a Director by virtue of Section 182 or 185 of the Act; or

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(c) becomes prohibited from being a Director by reason of any order made under Section 158 of the Act; or

(d) becomes of unsound mind; or

TABLE A

- (e) resigns his office by notice in writing to the Company; or
- (f) shall for more than six months have been absent without permission of the Directors from Meetings of the Directors held during that period.

ROTATION OF DIRECTORS.

88. At the first Annual General Meeting of the Company all the Directors shall retire from office, and at the Annual General Meeting in every subsequent year one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
89. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
90. A retiring Director shall be eligible for re-election.
91. The Company at the Meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Director shall if offering himself for re-election be deemed to have been re-elected, unless at such Meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the Meeting and lost.
92. No person other than a Director retiring at the Meeting shall unless recommended by the Directors be eligible for election to the office of Director at any General Meeting unless not less than three nor more than twenty-one days before the date appointed for the Meeting there shall have been left at the registered office of the Company notice in writing, signed by a Member duly qualified to attend and vote at the Meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
93. The Company may from time to time by Ordinary Resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
94. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual

## **TABLE A**

vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Regulations. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such Meeting.

86. The Company may by Ordinary Resolution, of which special notice has been given in accordance with Section 142 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Regulations or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

87. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Regulation, and without prejudice to the powers of the Directors under Regulation 86 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

### **PROCEEDINGS OF DIRECTORS.**

88. The Directors may meet together for the despatch 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 case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Meeting of the Directors. It shall not be necessary to give notice of a Meeting of Directors to any Director for the time being absent from the United Kingdom.

89. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.

100. 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 or pursuant to the regulations of the Company as

## TABLE A

the necessary quorum of Directors, the continuing Directors or Director 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.

101. The Directors may elect a Chairman of their Meetings and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the Meeting.

102. The Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit; any Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

103. A Committee may elect a Chairman of its Meetings; if no such Chairman is elected, or if at any Meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the Meeting.

104. A Committee may meet and adjourn as it thinks proper. Questions arising at any Meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.

105. All acts done by any Meeting of the Directors or of a Committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

106. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a Meeting of the Directors, shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly convened and held.

### MANAGING DIRECTOR.

107. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on

**TABLE A**

such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed shall not, whilst holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be automatically determined if he ceases from any cause to be a Director.

106. A Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may determine.

109. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

**SECRETARY.**

110. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

111. No person shall be appointed or hold office as Secretary who is -

(a) the sole Director of the Company; or

(b) a corporation the sole Director of which is the sole Director of the Company; or

(c) the sole Director of a corporation which is the sole Director of the Company.

112. A provision of the Act or these Regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

**THE SEAL.**

113. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a Committee of the Directors authorised by the Directors in that behalf.

TABLE A

and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

DIVIDENDS AND RESERVE.

114. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

115. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.

116. No dividend shall be paid otherwise than out of profits.

117. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

118. Subject to the rights of persons, if any, entitled to Shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a Share in advance of calls shall be treated for the purposes of this Regulation as paid on the Share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividend is paid; but if any Share is issued on terms providing that it shall rank for dividend as from a particular date such Share shall rank for dividend accordingly.

119. The Directors may deduct from any dividend payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the Shares of the Company.

## TABLE A

120. Any General Meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

121. Any dividend, interest or other moneys payable in cash in respect of Shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register of Members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses or other moneys payable in respect of the Shares held by them as joint holders.

122. No dividend shall bear interest against the Company.

### ACCOUNTS.

123. The Directors shall cause proper books of account to be kept with respect to:-

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

## TABLE A

124. The books of account shall be kept at the registered office of the Company, or, subject to Section 147 (3) of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

125. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

126. The Directors shall from time to time, in accordance with Sections 148, 150 and 157 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

127. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report, shall not less than twenty-one days before the date of the Meeting be sent to every Member of, and every holder of Debentures of, the Company and to every person registered under Regulation 31. Provided that this Regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any Shares or Debentures.

### CAPITALISATION OF PROFITS.

128. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any Shares held by such Members respectively 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

## TABLE A

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:

Provided that a Share Premium Account and a Capital Redemption Reserve Fund may, for the purposes of this Regulation, only be applied in the paying up of unissued Shares to be issued to Members of the Company as fully paid bonus Shares.

129. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully-paid Shares or Debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of Shares or Debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further Shares or Debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Shares, and any agreement made under such authority shall be effective and binding on all such Members.

### AUDIT.

130.\* Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 161 of the Act, and Section 14 of the Companies Act 1967.

### NOTICES.

131. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be

\* As amended by Section 14 (8) (c) of the Companies Act 1967.

## TABLE A

effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a Meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

133. A notice may be given by the Company to the joint holders of a Share by giving the notice to the joint holder first named in the Register of Members in respect of the Share.

134. A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

135. Notice of every General Meeting shall be given in any manner hereinafter authorized to -

(a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;

(b) every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the Meeting; and

(c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

## WINDING UP.

136. If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Act, divide amongst the Members in specie or kind the whole or any part of the assets of the Company

TABLE A

whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any Shares or other securities whereon there is any liability.

#### INDEMNITY.

136. Every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the court.

#### PART II.

#### REGULATIONS FOR THE MANAGEMENT OF A PRIVATE COMPANY LIMITED BY SHARES.

1. The Regulations contained in Part I of Table A (with the exception of Regulations 24 and 53) shall apply.

2. The Company is a Private Company and accordingly -

(a) the right to transfer Shares is restricted in manner hereinafter prescribed;

(b) the number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be Members of the Company, is limited to fifty. Provided that where two or more persons hold one or more Shares in the Company jointly they shall for the purpose of this Regulation be treated as a single Member;

## TABLE A

(c) any invitation to the public to subscribe for any Shares or Debentures of the Company is prohibited,

(d) the Company shall not have power to issue Share Warrants to bearer.

3. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any Share, whether or not it is a fully paid Share.

4. 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 Members present in person or by proxy shall be a quorum.

5. 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.

Note - Regulation 3 is in substitution for Regulation 24 of Part I. Regulation 4 is in substitution for Regulation 53 of Part I. Regulation 6 of this Part was repealed by the Companies Act 1967 Schedule VIII Part III.

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JOHN DAVIDSON (HOLDINGS) LIMITED.

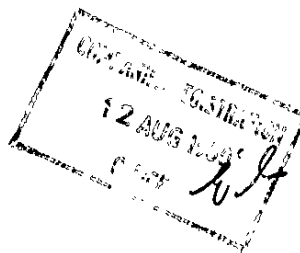
Special Resolution of the Company passed at an extraordinary general meeting of the members of the Company, duly convened and held at Allison's Bank, Gretna, on 21 July, 1980:-

"that the Articles of Association of the Company be, and they are hereby amended as follows - there shall be added to the Articles of Association of the Company a new Article to be numbered "20" as follows:-

20. The forty thousand non-voting shares of £1.00 each in the Company are converted with immediate effect from the date of this Article into ordinary shares of £1.00 each, to rank pari passu in all respects with the previously existing ordinary shares of £1.00 each, and in particular to receive the whole of any dividend declared in respect of the ordinary shares after the date of this Article without reference to the accounting period related to which the dividend is declared. The share capital of the Company at the date of this Article is accordingly £190,000 divided into 190,000 ordinary shares of £1.00 each."

*J. B. Davidson*

J. B. Davidson, Esq.,  
Director and Chairman of said meeting.



THE COMPANIES ACTS 1948 TO 1976

Form No. 28

**Notice of consolidation, division, conversion,  
sub-division, redemption or cancellation of shares,  
or re-conversion of stock into shares**

Pursuant to section 62 of the Companies Act 1948  
as amended by the Companies Act 1976

**28**

Please do not  
write in this  
binding margin



Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

46

54871

Name of company

JOHN DAVIDSON (HOLDINGS)

Limited\*

Notice of consolidation, division, sub-division, or conversion into stock or shares, specifying the shares so consolidated, divided, sub-divided, or converted into stock, or of the re-conversion into shares of stock, specifying the stock so re-converted, or of the redemption of redeemable preference shares or of the cancellation of shares (otherwise than in connection with a reduction of share capital under section 66 of the Companies Act 1948).

The above-named company hereby gives you notice, in accordance with section 62 of the Companies Act 1948 that:

At an extraordinary general meeting of the members of the Company held at Allison's Bank, Gretna, on July, 1980, the 40,000 non-voting shares of £1.00 each were converted with immediate effect into ordinary £1.00 shares, to rank pari passu in all respects with the existing 150,000 ordinary shares of £1.00 each. See special resolution attached.

Delete as  
appropriate

Signed

*J.B. Davidson*

[Director] [Secretary]† Date 11/7/80

Presenter's name, address and  
reference (if any)

Alex Morison & Co., W.S.,  
33 Queen Street,  
Edinburgh.

(Ref. DG3)

For official use

General section

Post room

54871

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

JOHN DAVIDSON (HOLDINGS) LIMITED

PRELIMINARY

1. The regulations contained or incorporated in Parts I and II of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded and varied) and the Articles hereinafter contained shall be the regulations of the Company.

#### FIRST DIRECTORS

2. (a) Clause 75 in Part I of Table A shall not apply to the Company.

(b) Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than three nor more than ten. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally.

(c) The following persons shall be the first Directors of the Company: John Brian Davidson, Graham McKie Carson and Edgar Hall and John Brian Davidson shall be a Permanent Director of the Company.

10 SEP 1967

## SHARES

3. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.
4. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.
5. Clause 15 in Part I of Table A shall be read and construed as if there were omitted from such Clause the words "provided that no Call shall exceed one-fourth of the nominal value of the Share or be payable at less than one month from the date fixed for the payment of the last preceding Call".
6. A transfer of a fully paid Share need not be executed by or on behalf of the transferee; and Clause 22 in Part I of Table A shall be modified accordingly.

## GENERAL MEETINGS AND RESOLUTIONS

7. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.
8. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".
9. A resolution in writing pursuant to Clause 5 in Part II of Table A may consist of two or more documents in like form each signed by one or more of the Members in such Clause referred to; and the said Clause 5 shall be modified accordingly.

## DIRECTORS

10. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be re-appointed or appointed, as the case may be, as a Director

notwithstanding that he has then attained the age of 70, and no special notice need be given of any resolution for the re-appointment or appointment, or approval of the appointment of a Director at any age, and it shall not be necessary to give the Members notice of the age of any Director or person proposed to be so re-appointed or appointed; and Sub-Sections (1) to (6) inclusive of Section 185 of the Companies Act 1948 shall be excluded from applying to the Company.

11. A Director may at any time appoint any other person (whether a Director or Member of the Company or not) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such appointment. An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of Table A and of these presents with regard to Directors. An Alternate Director shall be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director: Provided that if a Director retires by rotation and is re-elected by the Meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. Where a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointer such Alternate Director shall have one vote in addition to his vote as Director. Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment and such instrument shall only take effect on the service thereof at the registered office of the Company. The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

13. (a) The Directors may exercise the powers of the Company conferred by Clause 3(q) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Part I of Table A shall not apply to the Company.

14. It shall not be necessary for Directors to sign their names in the Minute Book; and Clause 86 in Part I of Table A shall be modified accordingly.

15. A resolution in writing pursuant to Clause 106 in Part I of Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to: and the said Clause 106 shall be modified accordingly.

#### BORROWING POWERS

16. (a) The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

(b) Clause 79 in Part I of Table A shall not apply to the Company.

#### ACCOUNTS

17. In Clause 126 in Part I of Table A after the words "157 of the Act" shall be added the words "and Sections 16 to 22 inclusive of the Companies Act 1967".

#### INDEMNITY

18. (a) Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.

(b) Clause 136 in Part I of Table A shall not apply to the Company.

## TRANSFER OF SHARES

19. (a) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will unless the change is made in connection with the acquisition of any beneficial interest under the trusts of the Will by any person not a beneficiary under the Will. A Share may at any time be transferred to any Member of the Company.

(b) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(c) Except where the transfer is made pursuant to Sub-Article (a) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (e) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(d) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last mentioned notice.

(e) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Act, 1950, shall not apply.

(f) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(g) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (i) hereof, to sell and transfer the Share, or in case more than one Share is included in the transfer notice the Shares not placed, to any person and at any price.

(h) The Shares included in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires to purchase a number of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess in proportion to the existing Shares held by the claimants respectively. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(i) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share, or (b) where the Directors are of opinion that the transferee is not a desirable person to admit to Membership; but Paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (a) hereof. Clause 3 in Part II of Table A shall not apply.

(j) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

29.

The forty thousand non-voting shares of £1.00 each in the Company are converted with immediate effect from the date of this Article into ordinary shares of £1.00 each, to rank pari passu in all respects with the previously existing ordinary shares of £1.00 each, and in particular to receive the whole of any dividend declared in respect of the ordinary shares after the date of this Article without reference to the accounting period related to which the dividend is declared. The share capital of the Company at the date of this Article is accordingly £190,000 divided into 190,000 ordinary shares of £1.00 each."

JOHN DAVIDSON (HOLDINGS) LIMITED

Company No:54871

WRITTEN RESOLUTION

Pursuant to Section 381A of the Companies Act 1985, we, the undersigned, being all the members of the Company who, at the date of this Resolution, are entitled to attend and vote at a General Meeting of the Company, resolve as follows:

THAT the Company's Articles of Association be amended by the insertion of the following regulation as Article 7 of the Articles and by the consequential renumbering of the subsequent Articles including the existing Article 7:

"

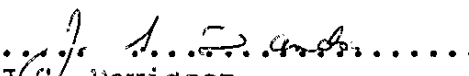
PURCHASE OF OWN SHARES

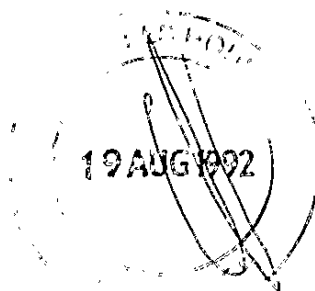
Subject to the provisions of the Companies Act 1985, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares".

Date 29 July 1992.

  
.....  
E.D. Innes

  
.....  
J.B. Davidson

  
.....  
J.S. Davidson



G

COMPANIES FORM No. 169

Return by a company purchasing its own shares

169

Pursuant to section 169 of the Companies Act 1985

Please do not write in this margin

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

1111

54871

Please do not write in the space below. For Inland Revenue use only.

Please complete legibly, preferably in black type, or bold block lettering

Name of company

\* JOHN DAVIDSON (HOLDINGS) LIMITED

Insert full name of company

Note

This return must be delivered to the Registrar within a period of 28 days beginning with the first date on which shares to which it relates were delivered to the company

Shares were purchased by the company under section 162 of the above Act as follows:

Class of shares	ORDINARY		
Number of shares purchased	76448		
Nominal value of each share	£ 1		
Date(s) on which the shares were delivered to the company	16 September 1992		
Maximum prices paid \$ for each share			
Minimum prices paid \$ for each share			

\$ A private company is not required to give this information

The aggregate amount paid by the company for the shares to which this return relates was:

£ 400,000

Stamp duty payable pursuant to section 66 of the Finance Act 1986 on the aggregate amount at 50p per £100 or part of £100

£ 2000

† Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed

*A. N. J.*

Designation†

Director

Date 16 September 1992

Presenter's name address and reference (if any):

MURRAY, BEITH & MURRAY,  
W.S.,  
39 CASTLE STREET,  
EDINBURGH, EH2 3BH

OUR REF:

RJ/VIA

For official Use  
General Section

Post room

16 SEP 1992

16 SEP 1992

*MA*

JOHN DAVIDSON (HOLDINGS) LIMITED

Registered No. 54871

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

(Effective 10 January 1994)

Pursuant to Section 381A of the Companies Act 1985, we, the undersigned, being the sole member of the Company who, at the date of this Resolution, is entitled to attend and vote at a General Meeting of the Company, resolve as follows:-

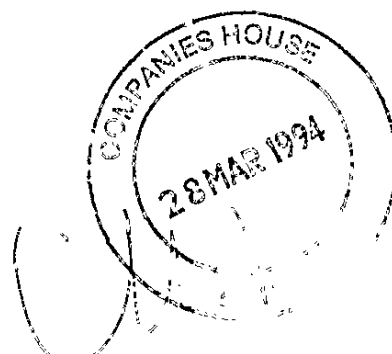
That the regulations contained in the document annexed to this Resolution and signed for identification purposes be adopted as the new Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association with effect from today's date.

*W. J. Sam*

Date: 10 January 1994

*G. Boulton*

.....  
Adam & Co (Nominees) Limited



**ARTICLES OF ASSOCIATION**  
**of**  
**JOHN DAVIDSON (HOLDINGS) LIMITED**

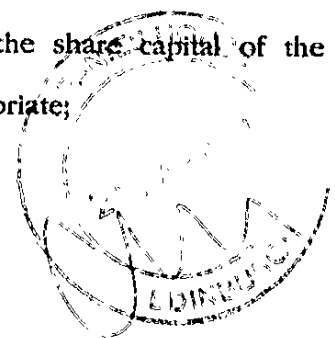
**Registered no: 54871**

**A PRIVATE LIMITED COMPANY**  
**incorporated under**  
**THE COMPANIES ACTS 1948 to 1967**

**DEFINITIONS AND INTERPRETATION**

1.1 In these Articles, the words and expressions below shall have the following meanings:

- |                |                                                                                                                                                                                                                                                      |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Accounts" | means the Group's annual accounts as defined by Section 262(1)(b) of the Act as required by Section 227(2) of the Act;                                                                                                                               |
| "the Act"      | means the Companies Act 1985 as amended or reenacted;                                                                                                                                                                                                |
| "Articles"     | means these articles of association constituted by the following regulations together with any duly authorised amendments or alterations from time to time, and the term "Article" shall be a reference to a regulation contained in these Articles; |
| "director"     | means a director of the company duly appointed in accordance with these Articles;                                                                                                                                                                    |
| "Group"        | means John Davidson (Holdings) Limited and its subsidiary undertakings as defined by reference to Section 262A of the Act;                                                                                                                           |
| "Regulation"   | means, specifically, a regulation contained in, and numbered in accordance with, Table A.                                                                                                                                                            |
| "share"        | means any share forming part of the share capital of the company, designated as may be appropriate;                                                                                                                                                  |



"Table A" means Table A of the Companies (Tables A to F) Regulations 1985, SI1985/805, as amended.

- 1.2 Words importing the singular shall also include the plural and vice versa.
- 1.3 Words importing a particular gender shall be deemed to include all genders.
- 1.4 Reference to a "person" includes any natural person, or any legal person, body or organisation, incorporated or unincorporated, and any other person or body whatsoever, as the context may require.
- 1.5 The headings in these Articles are for convenience only and shall not affect the construction of the Articles.
- 1.6 Where there is a reference to a time of day, it shall be construed as the time in the United Kingdom expressed in terms of the twenty-four hour clock, unless otherwise specified.
- 1.7 Words and expressions contained in these Articles shall bear the same meanings as those specified in the Act, excluding any statutory modification to those defined terms, not in force at the date these Articles become binding on the company.

#### TABLE A

2. The Regulations contained in Table A shall apply to the company except in so far as they are excluded by or are inconsistent with these Articles.
3. Regulations 5,8,23,24,41,53,59,64,65,73 to 80 (inclusive), 83,89,90,94,95,101,115 and 118 of Table A shall not apply to the company.
4. The Regulations of Table A shall be amended as follows:
  - 4.1 in Regulation 6, by the deletion of the phrase: "sealed with the seal" in the second sentence, and by the substitution, in its place, of the phrase: "executed in accordance with the Act";
  - 4.2 in Regulation 15 by the insertion of the words: "and any costs and expenses incurred by the company, as a result of the failure to pay that call" after the word: "Act)" and by the addition of the words: "and any such costs and expenses" after the words: "payment of the interest";

- 4.3 in Regulation 18, at the end of the first sentence, by the addition of the words, "and any costs and expenses incurred by the company, as a result of the failure to pay the call" after the word: "accrued";
- 4.4 in Regulation 21, after the words: "all moneys", by the addition of the words: "including any costs and expenses incurred by the company, as a result of the failure to pay the call";
- 4.5 in Regulation 46, by the deletion of the second sentence which comprises the whole of the remainder of that Regulation and by the substitution, in its place, of the following sentence:
- "A poll may be demanded at any general meeting or at any meeting of a class of members by the chairman or by any member entitled to vote at that meeting, present in person, or by any member's proxy or attorney, or if a corporation, by its duly authorised representative";
- 4.6 in Regulation 72, by the insertion after the first sentence, of the following sentence:
- "Any committee of directors shall have the power, unless the directors specify otherwise, to appoint as a member or as members of the committee any person or persons who are not directors of the company";
- 4.7 in Regulation 81, by the addition of the following provision: "(f) he is removed from office by notice in writing signed, or authorised, by all the other directors and duly served upon him";
- 4.8 in Regulation 82, by the addition of the following sentences: "Such remuneration shall be divided between the directors in such proportion and manner as the directors may unanimously determine, or, in default of such determination, equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held office. Any director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the

company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors may determine";

- 4.9 in Regulation 100(b), by the deletion of all the words appearing after the phrase: "committee of directors".

#### SHARE CAPITAL

5. The authorised share capital of the company at the date of the adoption of these Articles consists of 190,000 shares divided into 171,000 Ordinary Shares of £1 each ("Ordinary Shares") and 19,000 Convertible Shares ("Convertible Shares").
6. The rights relating to each class of shares shall be as follows:
  - 6.1 the Ordinary Shares shall have all the rights attaching to a share in terms of Table A;
  - 6.2 the Convertible Shares shall have no rights other than the rights to receive the Accounts and to be converted into Ordinary Shares pursuant to Article 7.
7. The Convertible Shares shall, on notice being given be converted into Ordinary Shares on the basis of one Ordinary Share for one Convertible Share subject to the following conditions being satisfied:
  - 7.1 the holder or beneficial owner of any Convertible Shares shall give notice in writing to the directors of a request to convert a specified number of Convertible Shares up to a maximum of the Convertible Shares which qualify for conversion at the date of such notice in terms of Article 7.3;
  - 7.2 a notice of conversion shall be valid if received by the directors up to and including the date 21 days after the Accounts to 31 March 1998 (or such other date in 1998 as may become the accounting reference date) are laid before the members;
  - 7.3 there must be an aggregate profit on ordinary activities before taxation (net profit) of not less than £200,000 disclosed in the Accounts ("net profit") before a holder of Convertible Shares shall be entitled to issue a notice of

conversion. 3800 of the issued Convertible Shares shall be capable of being converted for each £200,000 net profit subject to a maximum of 3800 Convertible shares in any particular financial year. The aggregate net profit for each year shall be calculated by adding to or subtracting from the net profit disclosed in the Accounts of the previous completed financial year as may be appropriate, any remaining balance of net profit after deducting net profit taken into account for any previous conversion which occurred, or any loss from any preceding year or years which has not been used in the calculation for the purposes of any previous conversion. The net profit or loss as disclosed in the Accounts shall be conclusive of that figure for the purposes of these Articles and any calculation of the aggregate net profit. Any profits or loss disclosed in any Accounts or recognised in the period prior to 1 April 1993 shall not be used for the purpose of any calculation in terms of this Article.

8. The company may at its sole discretion recognise and record the holding of a share by a person on trust, or in the names of trustees, but unless specifically recognised by the company as such a holding, the company shall not be bound by, or obliged to recognise, any interest in any share except for the absolute rights of the holder named in the register of members.
9. Subject to any direction to the contrary which may be given by ordinary resolution of the company in general meeting, the directors are unconditionally authorised to allot, issue, grant options or rights over, or otherwise deal with, or dispose of, any unissued share, including any redeemable share, to such persons, including any director, on such terms, at such time or times and for such consideration as they think fit, provided that no shares shall be issued at a discount. The maximum nominal amount of share capital which the directors may allot or otherwise dispose of in accordance with this Article 9 shall be the nominal amount of relevant securities at the date of incorporation of the company or the aggregate nominal amount of the

unissued shares in the share capital of the company from time to time during the duration of this authority.

10. The authority conferred on the directors by Article 9 shall remain in force for a period of 5 years from the date of incorporation of the company. Notwithstanding the terms of this Article 10, the company may vary or revoke the authority granted, to the directors at any time and may renew the authority in general meeting in accordance with section 80 of the Act. The company may make any offer or enter any agreement before the expiry of the authority which will, or may, require relevant securities to be allotted after the expiry of this authority. In those circumstances, the directors shall be entitled to allot those relevant securities pursuant to any such offer or agreement, notwithstanding the expiry of the authority.
11. Pursuant to Section 91 of the Act, the provisions of Sections 89(1) and 90(1) to 90(6) (inclusive) of the Act shall not apply to the company, and the directors shall be entitled to allot equity securities in accordance with section 95 of the Act.

#### LIEN

12. The company shall have a first and paramount lien on every share for all moneys, whether presently payable or not, called or payable at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares registered in the name of any person, whether solely or jointly with others, for all moneys owing to the company from him, or his estate, either alone or jointly with any other person, whether as a member, or not, and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this Article. The company's lien on a share shall extend to any amount payable in respect of it.

#### TRANSFER OF SHARES

- 13.1 The instrument of transfer of any share may be in any usual or common, written form, or in any other form which the directors may approve, and shall be executed by

or on behalf of the transferor, and by the transferee except where the share has been fully-paid up. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect of any share transferred.

13.2 No transfer of any share shall be registered unless it is first approved by the directors. The directors may in their absolute discretion and without assigning any reason decline to register the transfer of any share, whether or not it is fully paid-up, except in relation to a transfer as follows:

13.2.1 any transfer of any share made with the prior written consent of all the members of the company for the time being, other than the transferor;

13.2.2 any transfer authorised by Article 14.

13.2.3 any transfer of any share by a member to any member of his immediate family, comprising any spouse, ascendant, descendant, or sibling, or any sibling of them, or any trust for the sole benefit of any member of the member's immediate family provided that any such transferee shall only be entitled to effect a transfer pursuant to this Sub-Article by retransferring any such shares to the original transferor or his representative;

13.2.4 any transfer or sale by Eric David Innes or any nominee of him;

13.2.5 any transfer of any share by any member, which is a company, to any subsidiary or holding company of that company, or any subsidiary of any holding company of that company, subject to the obligation on any such corporate transferee to retransfer any such share to the original transferor in the event that the corporate transferee ceases to be such a subsidiary or holding company of the original company, or any subsidiary of any holding company of the original company, or there is otherwise a change in the control of that corporate transferee.

14.1 Subject to Article 13, no share shall be transferred otherwise than in accordance with this Article.

- 14.2 Any member ("the Vendor") who intends to transfer any share or shares (the "Sale Shares") shall give notice in writing of that intention (a "Transfer Notice") to the directors. The Transfer Notice shall specify the number and class of the Sale Shares and the sum which the Vendor fixes as the fair value of the Sale Shares. The Transfer Notice, whether it provides specific authority or not, shall constitute the directors as the Vendor's agents and attorneys for the sale of the Sale Shares in accordance with, and subject to, the following provisions of this Article.
- 14.3 A Transfer Notice shall relate to only one class of shares.
- 14.4 The Vendor may reserve the right in the Transfer Notice to revoke the Transfer Notice if applications to purchase all of the Sale Shares are not received in accordance with this Article. If the Vendor does not reserve that right in the Transfer Notice, the Vendor shall not be entitled subsequently to revoke the Transfer Notice other than in accordance with Article 14.10.
- 14.5 Within seven days from the date of their receipt of the Transfer Notice, the directors shall be entitled to instruct the auditors of the company to calculate the fair value of the Sale Shares in accordance with Article 14.6.
- 14.6 The fair value of any Sale Shares shall be calculated as being the value which is estimated as being likely to be agreed between a willing seller and a willing buyer, after taking into account the proportion which the Sale Shares bear to the total number of shares of the same class as the Sale Shares which are then in issue to reflect in such valuation whether the Sale Shares represent a minority or a majority interest shareholding..
- 14.7 The directors do not require the price to be determined in accordance with Article 14.5, the directors shall within seven days from the date of their receipt of the Transfer Notice, by notice in writing (the "Intimation Notice") intimate to each member, other than the Vendor, the number and class of the Sale Shares and the price fixed by the Vendor in the Transfer Notice as the fair value of the Sale Shares.
- 14.8 Within fourteen days from the date on which the Intimation Notice was sent to the members, any member may, by notice in writing sent to and received by the directors

(a "Determination Notice"), require the fair value of the Sale Shares to be determined and certified by the auditors in accordance with Article 14.6. The directors shall within seven days from the date of their receipt of any Determination Notice request the auditors to determine and certify the fair value of the Sale Shares in accordance with Article 14.6, and the directors shall simultaneously notify the Vendor and each member, in writing, that such a request has been made.

14.9 Within seven days from the date of receipt by the directors of the auditors' certificate of the fair value of the Sale Shares, the directors shall send a copy of the certificate of fair value to the Vendor and, in the case of a certificate requested pursuant to Article 14.8, to each member.

14.10 The Vendor shall be entitled to revoke the Transfer Notice by notice in writing to the directors within fourteen days from the date of service upon him of a copy of the certificate of fair value.

14.11 The cost of obtaining any auditors' certificate of fair value of the Sale Shares shall be borne by the company, unless the Vendor revokes the Transfer Notice in accordance with Article 14.10 in which case the Vendor shall bear the whole of such cost.

14.12 If, after fourteen days from either:

14.12.1 the date on which the Intimation Notice was sent to the members of the Company, no member has delivered a Determination Notice in accordance with Article 14.8; or

14.12.2 the date of the service of the auditors' certificate of the fair value of the Sale Shares upon the Vendor in accordance with Article 14.9, the Transfer Notice has not been revoked by the Vendor;

the directors shall, within seven days from the expiry of the relevant period issue a notice in writing (an "Invitation Notice") inviting each member, other than the Vendor, to apply to purchase all or any of the Sale Shares at the fair value fixed by the Vendor or as the case may be determined and certified by the auditors.

14.13 The directors shall specify in an Invitation Notice that any application to purchase all or any of the Sale Shares must be addressed to the directors and delivered in writing

to the registered office of the company within twenty-one days from the date on which the Invitation Notice was sent to the members (the "Offer Period").

- 14.14 Where applications to purchase all or any of the Sale Shares are made by any member pursuant to an Invitation Notice, the Sale Shares shall be allocated to such members according to the number of the Sales Shares applied for by them, respectively. Where there is competition amongst members to purchase the Sale Shares, the Sale Shares shall be allocated pro rata amongst such applicant members according to the proportion that the Sale Shares for which each member applied bears to the aggregate number of Sale Share applications by members, provided that no member shall be obliged to purchase more than the number of the Sale Shares for which he applied.
- 14.15 Within seven days from the expiry of an Offer Period, the directors shall intimate by notice in writing (the "Acceptance Notice") to the Vendor and to each member who applied to purchase any of the Sales Shares pursuant to an Invitation Notice the number of the Sale Shares allocated to each such member. Every member whose offer to purchase Sale Shares has been accepted shall deliver to the directors, within fourteen days of the date of the Acceptance Notice, the full sum equivalent to the price to be paid to the Vendor for the number of the Sale Shares allocated to that member. The acceptance of any offer to purchase Sale Shares is subject to and conditional upon any right of the Vendor to revoke the Transfer Notice and any such revocation by the Vendor shall not entitle a purchaser to claim any breach of contract.
- 14.16 In the event that no, or insufficient, applications are made to purchase all of the Sale Shares within an Offer Period, the directors may offer, at the fair value specified in the original Invitation Notice, the remaining Sale Shares to any other person, whether a member or not, within twenty-one days from the expiry of the Offer Period (the "Extended Offer Period").

- 14.17 In the event of competition amongst any applicants to purchase any of the remaining Sale Shares in accordance with Article 14.16, the directors may allocate, at their sole discretion, the remaining Sale Shares applied for by those applicants.
- 14.18 The directors shall intimate, by notice in writing to the Vendor, within seven days from the expiry of the Extended Offer Period, the number of the remaining Sale Shares applied for by any person in accordance with Article 14.16 and the number of the Sale Shares allocated to each such applicant. Each applicant from the Extended Offer Period, whose offer is accepted, shall deliver to the directors, within fourteen days of the expiry of the Extended Offer Period, the full sum equivalent to the price to be paid to the Vendor for the number of the Sale Shares allocated to that applicant. The acceptance of any offer to purchase Sale Shares is subject to and conditional upon any right of the Vendor to revoke the Transfer Notice and any such revocation by the Vendor shall not entitle a purchaser to claim any breach of contract.
- 14.19 In the event that no, or insufficient, applications to purchase all of the Sale Shares are made within the Offer Period, or, where appropriate, the Extended Offer Period, the directors may, within seven days of the expiry of either the Offer Period or, if appropriate, the Extended Offer Period, elect that the Company shall try to repurchase all, or any, remaining Sale Shares.
- 14.20 Where the directors make an election pursuant to Article 14.19 any such repurchase shall be effected in accordance with the Act but within two months after the date of the election by the directors pursuant to Article 14.19 (the "Company Offer Period"). If the company is unable to effect or complete the repurchase within the Company Offer Period, the company shall notify the Vendor in writing within seven days of the expiry of that period, or if earlier, the date the directors resolve that the company is unable to pursue or effect a repurchase under Article 14.19. The price payable by the company to the Vendor in terms of this Article 14.20 shall be the fair value specified in the relevant Invitation Notice.

- 14.21 In the event that the directors decide not to seek any applications for any of the Sale Shares in an Extended Offer Period in accordance with Article 14.16, and decide that the company will not attempt to repurchase the Sale Shares pursuant to 14.19 the directors shall immediately notify the Vendor in writing of such decision.
- 14.22 Where any purchaser of Sale Shares, fails to deliver any sum payable pursuant to either Article 14.15 or 14.18, the purchaser shall be obliged to pay interest at the rate of five per centum per annum above the Bank of Scotland's base rate from time to time, from the date payment is due until it is paid in full or until the Vendor revokes the Transfer Notice, and notwithstanding that the Transfer Notice in respect of the Sale Shares is subsequently withdrawn by the Vendor.
- 14.23 If the Transfer Notice contains a reservation to the Vendor of the right to revoke the Transfer Notice in the event that applications to purchase all of the Sale Shares are not received and applications to purchase all of the Sale Shares are not so received, the Vendor shall be entitled to revoke the Transfer Notice by notice in writing (the "Revocation Notice") to the directors within seven days of the service upon the Vendor of any of the notices referred to in Articles 14.19, 14.20 or 14.21.
- 14.24 Within seven days of the receipt by the directors of the Revocation Notice the directors shall return all sums paid to the directors in accordance with any provision of this Article to the person or persons from whom such sums were received by the directors, but shall not be obliged to account to any member or applicant for any interest or other benefit for the company which may have accrued on any deposit of such sums.
- 14.25 Following the issue of a Revocation Notice the Vendor shall not be bound or entitled to sell or transfer any of the Sale Shares to which it relates, other than in accordance with Article 14.26. The Vendor shall nevertheless, be entitled to serve on the directors at any time a further Transfer Notice in respect of the Sale Shares, or any part of them, in accordance with this Article
- 14.26 The Vendor shall, within twenty-one days after the service upon the Vendor of any of the notices to be given to the Vendor as referred to in Articles 14.19, 14.20 and 14.21,

or, in the event that the Vendor revokes the Transfer Notice, within twenty-one days from the date of the issue of the Revocation Notice, be at liberty, subject to the provisions of Article 13, to sell and transfer to any person or persons any of the Sale Shares not sold in accordance with any other provision of this Article, at a price equal to the fair value specified in the Invitation Notice. If the Vendor revokes the Transfer Notice in accordance with Article 14.23, this Article 14.26 shall only authorise the Vendor to sell and transfer all of the Sale Shares.

- 14.27 If the Vendor does not issue a Revocation Notice in accordance with Article 14.23, completion of the sale of any of the Sale Shares allotted to any member or to any other person, including the company, in accordance with the other provisions of this Article, other than Article 14.26, shall take place no later than fourteen days after the service upon the Vendor of any of the notices to be given to the Vendor as referred to in Article 14.19, 14.20 and 14.21 provided that if applications to purchase all of the Sale Shares are made in accordance with Article 14.12 by any member, completion shall take place no later than fourteen days after the service upon the Vendor of the notice to be given to the Vendor as referred to in Article 14.15.
- 14.28 Completion of any sale and transfer of the Sale Shares under this Article shall take place at the registered office of the company, or at such other place as may be agreed upon between the parties. At completion, the Vendor shall be bound to deliver to the directors a duly executed transfer or transfers of the Sale Shares and the certificates relating to the Sale Shares transferred in accordance with the provisions of this Article, in exchange for payment to the Vendor of the price for such shares, together with a certificate representing the balance of any shares owned by the Vendor after the transfer of the Sale Shares.
- 14.29 If the Vendor fails to deliver any of the documents required to effect the sale, the directors may authorise any director to act on behalf of the Vendor to execute and deliver any transfer of any of the Sale Shares on behalf of the Vendor. Any such transfer shall be as valid and effective as if executed and delivered by the Vendor. The receipt by the directors of the price payable by any purchaser of any of the Sale

Shares, shall be a full discharge to the purchaser for such price and the purchaser shall not be bound to see to the application of such price. The purchaser shall forthwith be registered as the holder of the shares purchased by him in accordance with the provisions of Article 13.

- 14.30 Any purchase by the company of its own shares (including any redeemable shares) shall not constitute or be deemed to be a transfer of shares and these Articles shall not apply to any such repurchase.
15. Unless otherwise approved by the Board, if any director other than Eric David Innes or any employee is or becomes a shareholder in the company, that director or employee shall, in the event that he resigns or otherwise ceases to be a director, or an employee (including but not limited to the death of a director or an employee) be deemed to have issued on the date of such cessation a Transfer Notice in accordance with Article 14.2 for all shares of each class held or beneficially owned by that director or employee and, any shares held or beneficially held by any other person associated with the ceasing director or employee which were transferred to any such person or persons less than 3 years prior to the date of cessation including but not limited to the persons specified in Article 13.2.3. Any such deemed Transfer Notice shall be deemed irrevocable, notwithstanding the terms of Articles 14.4, 14.10 and 14.23.

#### PROCEEDINGS AT GENERAL MEETINGS

16. If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall stand adjourned to such day and at such time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
17. A resolution in writing signed by all the members who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to

- be proposed, or by their attorneys, proxies, or other duly appointed representatives shall be as valid and effectual as if it had been passed at a general meeting of the company duly convened and held. Any such resolution may consist of several documents in materially the same form, each signed by one or more of the members or their attorneys, proxies or other duly appointed representatives. In the case of a corporation which is a member of the company, a signature by a director or its secretary or by its duly appointed attorneys or representatives shall be sufficient.
18. On a show of hands or on a poll, votes may be given either personally or by proxy, or if a corporation, by its duly authorised representative.

#### **NUMBER OF DIRECTORS**

19. Unless otherwise determined by ordinary resolution of the company, the number of directors shall not be subject to any maximum and the minimum number of directors shall be one.
20. A director shall not be required to hold any share in the company in order to qualify for office as a director. A director, whether or not he holds any share in the company, shall be entitled to attend and speak at any general meeting, or any meeting of any class, of the members of the company.

#### **ALTERNATE DIRECTORS**

21. Any director, other than an alternate director, may appoint any other director or may appoint any other person approved by the directors, to be his alternate director and may remove from office forthwith an alternate director appointed by him.
22. Where an alternate director is also a director, or acts as an alternate director for more than one director, such alternate director shall have one vote for every director represented by and him in addition to his own vote if he is a director.
23. Where two or more directors are required to constitute a quorum, an alternate director, notwithstanding that he may be the alternate director for a number of

directors, shall not, alone, constitute a quorum, and shall act in conjunction with, at least, one director.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

24. The directors shall not be subject to retirement by rotation and any reference in the Regulations to such retirement shall be construed accordingly.
25. The company may by ordinary resolution appoint a person who is willing to act as a director, either to fill a vacancy or as an additional director.
26. The Directors may appoint any person who is willing to act as a director, either to fill a casual vacancy or as an additional director.
27. There shall be no artificial limit for directors of the company.

#### DIRECTORS' EXPENSES

28. The directors may repay to any director, including any alternate director, all reasonable expenses as he may properly incur in attending and returning from meetings of the directors or of any committee of the directors or general meetings of the company or any class of members of the company, or otherwise in or about the business of the company. In the event of any director necessarily performing or rendering any special duties or services to the company outside his ordinary duties as a director, the directors may, if so authorised by an ordinary resolution of the company, pay such director special remuneration, by way of salary, commission, participation in profits or otherwise as may be approved.

#### PROCEEDINGS OF DIRECTORS

29. A sole director shall have and may exercise all the powers of, and the full authority conferred on, the directors in terms of these Articles, and all references to the directors in the Articles and Regulations shall be construed accordingly.
30. The quorum for the transaction of the business of the directors may be fixed by the directors but unless so fixed shall be two, except in the case of a sole director when

the quorum shall be one. A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum.

- 31 Any director, including an alternate director, may participate in a meeting of the directors or a committee of directors by means of a conference telephone or other conference communication facility by which all persons participating in the meeting can hear and speak with each other. Participation in a meeting in this manner shall be deemed to constitute the presence of a director in person at such meeting, entitling him to be counted in the quorum and to vote accordingly. A telephone conference meeting shall be deemed held at the place where the largest number of directors is present, or, where there is no such gathering, where the chairman is present.
32. Subject to such disclosure as is required by the Regulations, or the Act, a director shall be entitled to vote at, and be counted in the quorum of, a meeting of directors or of a committee of directors 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.

#### THE SEAL

33. The company shall not have a seal.

#### NOTICES

34. Any notice in writing required to be given by the company under these Articles may be given in any legible form on, or by any means capable of being printed or otherwise reproduced on, paper, including telex, facsimile and first class or express registered post sent to the addressee's address last notified to the company. Any notice served by telex, facsimile, post or by personal delivery, including any courier delivery, shall be deemed to have been received as follows:
- 34.1 in the case of facsimile, one hour after the time of despatch, evidenced by the relevant transmission report;

- 34.2 in the case of telex, on receipt by the sender of the appropriate "answer back";
- 34.3 in the case of first class or express registered post, thirty-six hours from midnight (24.00 hrs) on the date of posting, evidenced by the relevant proof of posting except where the day of receipt of such a notice is a Sunday or public holiday at the place of delivery in which event, notice shall be deemed to be received at 9 a.m. on the next day which is not a Sunday or public holiday.
- 34.4 in the case of personal delivery, one hour after delivery to the addressee's address.

#### INDEMNITY

- 35. Subject to the provisions of the Act and, in particular, section 310 of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director, alternate director, secretary, auditor or other officer of the company shall be entitled to be indemnified by the company against all losses and liabilities sustained or incurred by him in the execution or discharge of his duties or in the exercise of his powers or otherwise in connection with his office including, without prejudice to the foregoing generality, any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which relief is granted to him by any court from liability in respect of any act or omission done or alleged to have been done by him as an officer or employee of the company.

#### INSURANCE

- 36. The directors shall be entitled to purchase and maintain insurance for the benefit of any persons who are or have at any time been directors, officers, employees or

auditors of the company or any company which is its holding company or its subsidiary.

**GOVERNING LAW**

37. These Articles shall be governed by, and construed in accordance with, the Law of Scotland and the company, its officers and its members, from time to time, prerogate the non-exclusive jurisdiction of the Scottish Courts.

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