

What is contained on this and the next following 27 Pages constitute a true copy of the Memorandum and Articles of Association of Methonymous Limited as altered by Special Resolutions of the Company duly passed on 24th April, 1981.

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

of

METHONYMOUS LIMITED *

Dundas & Wilson, C.S.,
Secretaries of Methonymous
Limited
Dated 24th April 1981.

- I. The name of the Company is "Methonymous Limited". *
- II. The Registered Office of the Company will be situate in Scotland.
- ** III. The objects for which the Company is established are:-
- (1) To acquire and hold shares, stocks, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in the United Kingdom, or in any foreign country, and debentures, debenture stock, bonds, obligations and securities, issued or guaranteed by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad.
 - (2) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise and to subscribe for the same, either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (3) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold, dispose of, deal in, and convert stocks, shares, and securities of all kinds.
 - (4)/

* NOTE: A Special Resolution to change the name of the Company to Uberior Investments Limited was passed on the Twenty-fourth day of April 1981.

** NOTE: This Clause was amended by Special Resolution of the Company passed on the Twenty-fourth day of April 1981.

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- (4) To acquire and hold, purchase, take on lease or in exchange, hire or otherwise acquire any heritable and moveable or real and personal property of every description and wherever situate and any option, interest, right or privilege over such property which the Company or its Directors may think necessary or convenient for the purposes of its business or for investment or for the furtherance of its objects, and in particular any land, buildings, servitudes, easements, apparatus, machinery, plant, stock-in-trade, mortgages, debentures, produce, concessions, opium, contracts, patents, annuities, licences, stocks, shares, bullion and specie, bonds, policies and book debts; and also to sell, feu, lease, let, exchange, surrender or otherwise dispose of or deal with, mortgage or charge or to occupy, factor, maintain, manage, control, work, alter, extend, equip, improve, exploit, develop, replace or turn to account in any manner of way any such property or to grant any option, interest, licence, easement right or privilege in or over any such property.
- (5) To promote, establish, develop and carry on any other business or activity whatsoever and to do anything of any nature which in the opinion of the Company or its Directors is or may be capable of being conveniently carried on or done in connection with any business of the Company hereinbefore or hereinafter authorised whether ejusdem generis therewith or not, or calculated as likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking, property, rights or assets or utilising its know-how or expertise or otherwise to advance the interests of the Company or of its members.
- (6) To purchase or acquire by exchange, subscription, application, promotion/

promotion or otherwise and to hold and deal with in any manner of way any of the property following:-

- (a) all or any part of the undertaking, property, business or assets of any person, firm or company possessed of property which in the opinion of the Company or its Directors is suitable for any of the purposes of the Company or carrying on or proposing to carry on any business which the Company is authorised to carry on, or any interest in any partnership or joint venture or joint-purse arrangement or arrangement regarding the sharing of profits or any union of interests with any such person, firm or company, and, as part of the consideration for any such acquisition, to undertake all or any of the transactions or liabilities of any person, firm or company, and to give or accept by way of consideration, for any of such acts or things or for any such undertaking, property, business, assets or interests acquired, any shares, stocks, debentures, debenture stock or other securities which the Company has power to issue or partly in more than one of or in all of such modes and to acquire, hold, retain, sell, dispose of, charge, mortgage and deal with any shares, stocks, debentures, debenture stock or other securities received;
- (b) the whole or any part of the shares, stocks, debentures and other securities, units, participations or interests in or of any corporations, companies, associations, undertakings, or firms for the time being engaged, concerned or interested in any industry, trade or business of a type similar to any or all of those which the Company is empowered by this Memorandum of Association to carry on or which can conveniently be carried on in connection with any such business, trade or industry as aforesaid or the acquisition of which may seem to the Company or its Directors calculated directly/

directly or indirectly to benefit the Company or the interests of its members and to promote the beneficial co-operation of any such companies, associations or firms as well with one another as with the Company and to exercise in respect of such investments and holdings all the rights, powers and privileges of ownership including the right to vote thereon;

(c) plant, machinery, and moveable, personal, heritable and real property of all kinds; and

(d) patents, patent rights or inventions, know-how, copyrights, designs, trade marks or secret processes, including without prejudice to the generality of the foregoing the registration, promotion and advertisement of the same.

(7) To perform or do all or any of the following operations, acts or things:-

(a) to enter into any arrangement with any government or authority, supreme, municipal, local or otherwise which may seem to the Company or its Directors conducive to the Company's objects or any of them and to apply for, promote and obtain any legislation, order, charter, privilege, concession, licence, right, franchise, or authorisation from any such government or authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which the Company or its Directors consider may be likely directly or indirectly to further the objects of the Company or the interests of its members, and to carry out, exercise and comply with the same and to oppose any proceedings or applications/

applications or the like which the Company or its Directors consider may be directly or indirectly to prejudice the interests of the Company or its members;

- (b) to apply for, take out, obtain, purchase and otherwise acquire any grants, licences, concessions and the like conferring any exclusive or absolute or non-exclusive or limited right to use, or any secret processes or other information regarding any invention or discovery which may seem to the Company or its Directors capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated to the Company or its Directors directly or indirectly to benefit the Company or its members and to carry on research and to acquire and to use, exercise, develop, sell or otherwise dispose of, deal with or turn to account any such licence, concessions and the like and information aforesaid;
- (c) to lend and advance money, to place money on current account or deposit and to grant or provide credit and financial accommodation (subject to the provisions of Section 54 of the Companies Act 1948) to any person, firm or company, including without limitation, any clients of or other persons having dealings with the Company or to agents acting for or representing the Company, on such terms as may be thought fit and with or without security and to buy and sell foreign currency and to carry on the business of a banking, finance or insurance company;
- (d) to receive from any person, firm or company, including shareholders and Directors of the Company, money or securities, on deposit or loan, at interest or for safe custody/

custody or otherwise;

- (e) to borrow and raise money with or without security and to accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit by the Company or its Directors, and in particular by the granting of heritable securities or other fixed securities or by assignments in security or assignments or other conveyances or by mortgage or pledge of or charge over or set-off against or lien upon the undertaking of the Company and all or any of the heritable and moveable, real and personal property, (present and future) and all or any of the uncalled capital for the time being of the Company or by the creation and issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, of bonds, debentures, debenture stock, perpetual, redeemable, or repayable or otherwise or of other obligations or securities of the Company of any description;
- (f) to enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) whether with or without the Company receiving any consideration to guarantee or to grant any indemnity in respect of or to secure (with or without a personal covenant and with or without a heritable security or other fixed security or assignment in security or assignment or other conveyance or mortgage or pledge of or charge over or set-off against or lien upon all or any part of/

of the undertaking and assets, present and future, and the uncalled capital of the Company) the performance of any obligation, contract or liability or loss or cost or expense or the payment of any debt or sum including the principal amount thereof or any dividend, interest or premium on any stock, share, debenture, debenture stock or other security, of any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company (as defined by Section 154 of the Companies Act, 1948) or otherwise associated with the Company in business;

- (g) to accept, draw, issue, make, create, execute, discount, endorse, negotiate, and to buy, sell and deal in bank drafts, bills of exchange, promissory notes, debentures, bills of lading and other instruments and securities, whether negotiable, transferable or otherwise;
- (h) to enter into any partnership or any joint venture or any joint-purse arrangement or profit-sharing arrangement with, and to co-operate or participate in any way with, and to assist or subsidise any company, firm or person;
- (i) to establish, promote, organise, incorporate, reorganise, finance and to aid and assist financially or otherwise, companies, corporations, syndicates, partnerships and associations of all kinds;
- (j) to carry on any business or branch of a business which this Company is authorised to carry on by means, or through the agency, of any subsidiary company or companies, and to enter into any arrangement with any such subsidiary company for taking/

taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities or to make any other arrangement which may seem desirable to the Company or its Directors with reference to any business or branch so carried on including power at any time, and either temporarily or permanently, to close any such branch or business;

- (k) to acquire and carry on any business carried on by a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company;
- (l) to carry on the business of a holding company and to establish or promote any company or companies for the purpose of taking over, acquiring or working any of the property, rights and liabilities of the Company, or for the purpose of carrying on any business which the Company is authorised to carry on or for any other purpose which may seem to the Company or its Directors directly or indirectly calculated to benefit or to advance the objects or interests of the Company or the interests of its members, with power to assist such company or companies in every way, but especially by taking shares, stock and securities thereof, providing capital and paying preliminary expenses;
- (m) to employ the funds of the Company in the development and expansion of the business of the Company and all or any of its subsidiary or associated companies and in any other company whether now existing or hereafter to be formed and engaged in any like business of the Company or of any other industry ancillary thereto or which can in the opinion of the Company or its Directors conveniently be carried on in connection/

connection therewith and to invest money of the Company in any investments or securities and to carry on the business of a property company;

- (n) to act as directors, secretaries, managers, registrars or transfer agents of or to appoint directors, secretaries, managers, registrars or transfer agents of any subsidiary company or of any company in which the Company is or may be interested or of any other company and to take part in the management, supervision and control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, managers, trustees, solicitors, accountants, actuaries, architects, valuers, surveyors or other experts or agents;
- (o) to pay all the expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company, and any company promoted by the Company or any company in which the Company is or may contemplate being interested including in such expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company; and to procure the registration, recognition or incorporation of the Company in or under the laws of any place outside Scotland;
- (p) to issue and allot, credited as paid up in full or in part or otherwise, shares, debentures or other securities of the Company for cash or in payment or part payment for any heritable or moveable, real or personal property purchased or otherwise acquired by the Company or for any services rendered to the Company or in satisfaction of any obligation or liability undertaken or agreed to be undertaken by the Company/

Company or for any other purpose;

- (q) to give or pay any remuneration, brokerage, discount or other compensation or reward or expenses for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of any shares or debentures or other securities of the Company or in or about the formation of the Company or the conduct or course of its business, and to establish or promote, or concur or participate in establishing or promoting any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to carry on the business of company, fund or trust promoters or managers and of underwriters or dealers in securities and to act as trustees of any kind for any person, firm or company and to undertake and execute any trust;
- (r) to sell, exchange, transfer, let on rent, share of profit, royalty or otherwise, grant licences, servitudes, easements, options and other rights over and in any other manner deal with, turn to account, or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company whether heritable or moveable, either together or in portions for any consideration as may be thought fit by the Company or its Directors and in particular (without prejudice to the generality of the foregoing) for any shares, stocks, debentures, debenture stock or other securities, whether fully or partly paid up, of any other company or partly in more than one of or in all of such modes of payment and to hold, retain, sell, charge, mortgage and deal with any shares, stocks, debentures, debenture stock or other securities received;
- (s) /

(s) to establish, maintain, participate in and to contribute to or to procure the establishment and maintenance of, participation in and contribution to any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of any persons (including Directors, former Directors, officers and former officers) who are or shall have been at any time in the employment or service of the Company or of any company which at the time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company (as defined in Section 154 of the Companies Act, 1948) or otherwise associated with the Company or of the predecessors of the Company in business or of any such other company as aforesaid or of the relations, wives, widows, families, connections or dependants of any such persons and to other persons whose service or services have directly or indirectly been of benefit to the Company and to their relations, connections or dependants and to grant or procure the grant of donations, gratuities, pensions, allowances, including allowances on death, or other payments or benefits of any kind to any of such persons as aforesaid; and to establish, subsidise, subscribe to or support institutions, associations, clubs, schools, funds or trusts calculated or considered to be for the benefit of any of such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or its members; and to make payments for or towards the insurance of any such persons as aforesaid;

(t)/

- (t) (subject to the provisions of Section 54 of the Companies Act, 1948) to establish and contribute to any employee share scheme (within the meaning of the Companies Act 1980) for the purchase or subscription by trustees of shares of the Company or of a holding company of the Company and to lend money to the Company's employees to enable them to purchase or subscribe for shares of the Company or of a holding company of the Company; and to establish and maintain any option or incentive scheme whereby selected employees (including salaried Directors and officers) of the Company are given the opportunity of acquiring shares in the capital of the Company; and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees (including salaried Directors and officers) or any of them; and to form or subscribe to any association, institution or fund for protection of the interests of owners or employers for insurance against loss by bad debts, strikes, fire, accidents, war risks or otherwise;
- (u) to pay, subscribe or guarantee money to or for any purpose which the Company or its Directors consider may be likely, directly or indirectly, to further the interests of the Company or of its members or for any charitable, benevolent, national, educational, social, public, general or useful object or for any exhibition;
- (v) to cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory;
- (w) to distribute among members of the Company in specie or otherwise, /

otherwise, by way of dividend or bonus or by way of reduction of capital, all or any property or assets of the Company or any proceeds of sale or disposal thereof, and in particular shares, debentures or other securities of other companies belonging to the Company, or of which the Company may have the power to dispose, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;

- (x) to do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, nominees, trustees or otherwise and by or through agents, contractors, nominees, trustees, subsidiary companies or otherwise and either alone or in conjunction with others;
- (y) to do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above objects or any of them;

And it is hereby declared that "company" in this clause, except where used in reference to the Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or resident in the United Kingdom or elsewhere, "person" shall include any person acting in any capacity whatsoever and any company, corporation, association, syndicate or society as well as any other legal or natural person, "securities" shall include any fully, partly or nil paid share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" /

"otherwise" shall not be construed ejusdem generis where a wider construction is possible and reference to any Act of Parliament shall be deemed to include any statutory amendment or modification thereof, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

IV. The liability of the members is limited.

V. The share capital of the Company is £100 divided into 100 shares of £1 each, with power to increase the capital and the Company shall have power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

WE, the several persons whose names and addresses 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/

15.

capital of the Company set opposite our respective names:-

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
Bruce Watson Minto Law Apprentice 25 Charlotte Square EDINBURGH	ONE
Alan Graham Martin Solicitor 25 Charlotte Square EDINBURGH	ONE
Total Shares Taken	TWO

Dated the 4th day of February 1981.

WITNESS to the above Signatures:-

Lorna Joan Turnbull
Secretary
25 Charlotte Square
EDINBURGH

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

NEW
ARTICLES of ASSOCIATION

of

METHONYMOUS LIMITED *
(adopted on 24th April 1981)

CONSTITUTION

1. The Company is established as a private company within the meaning of Section 1(1) of the Companies Act 1980 in accordance with and subject to the provisions of the Companies Act 1948 (hereinafter referred to as "the Act") as amended by the Companies Acts 1967 to 1980 and of the Memorandum of Association of the Company and of the Regulations contained in Table A, in the First Schedule to the Act as amended by the Companies Acts 1967 to 1980 (hereinafter referred to as "Table A") with the exception of Regulations 2, 3, 7, 22 to 24 (inclusive), 53, 73A, 75 to 77 (inclusive), 79, 87 to 95 (inclusive), 106 to 108 (inclusive) and 136 of Table A, and of any other Regulations which are inconsistent with the additions and modifications hereinafter set forth.

SHARE CAPITAL

2. The share capital of the Company at the date of the adoption of these Articles is £100 divided into 100 shares of £1 each.
3. (a) Any preference shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.
(b) Subject to any direction to the contrary that may be given by ordinary/

* NOTE: A Special Resolution to change the name of the Company to Uberior Investments Limited was passed on the Twenty-fourth day of April 1981.

ordinary resolution of the Company, all the unissued shares (including any redeemable preference shares) of the Company (whether forming part of the existing or any increased capital) shall be at the disposal of the Directors, who may offer, allot, issue, grant options or rights over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions and with such preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Directors may determine, but so that no shares shall be issued at a discount. Section 17(1)(6) and (7) of the Companies Act 1980 shall not apply to any allotment of shares of the Company.

- (c) The Directors are authorised generally and unconditionally to allot without the authority of the Company in general meeting up to £98 in nominal amount of relevant securities (as defined in Section 14 of the Companies Act 1980) of the Company at any time or times from the date of the adoption of these Articles until the Twenty third day of April 1986 and the aforesaid authority to allot up to such nominal amount of relevant securities (as so defined) shall allow the Company to make an offer or agreement before the expiry of such authority which would or might require relevant securities (as so defined) to be allotted after the authority has expired.

- 4. 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. /

holder. The Company shall however be entitled to register trustees as such in respect of any shares.

LIEN

5. In Regulation 11 of Table A the words "(not being a fully paid share)" shall be omitted and the words "and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person or in the name of any person jointly with another or others for all moneys presently payable by him or any of them or his estate or their estates to the Company" shall be inserted after the words "in respect of that share".

CALLS ON SHARES

6. In Regulation 15 of Table A 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" shall be omitted.

FORFEITURE OF SHARES

7. Regulation 33 of Table A is hereby modified by adding at the end thereof the following:-
"and all expenses that may have been incurred by the Company by reason of such non-payment."
8. Regulation 34 of Table A is hereby modified by adding to the end thereof the following:-
"and shall further state the place at which the payment required by the notice is to be made."

TRANSFER OF SHARES

9. (A) 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.
(B) Subject to such of the restrictions of these Articles as may be applicable, /

applicable, any member may transfer all or any of his shares in writing in any usual or common form or in any other form which the Directors may approve. The instrument of transfer shall be executed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee and the transferor shall remain the holder of the shares and as such a member of the Company until the name of the transferee is entered in the Register of Members in respect thereof.

GENERAL MEETINGS

10. Regulation 52 of Table A is hereby modified by adding at the end thereof the following:-
 "and the fixing of the remuneration of the Directors."
11. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two members present in person or by proxy or by representative appointed under Regulation 74 of Table A shall be a quorum.
12. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company 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 duly appointed attorneys or 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 the like form each signed by one or more of the members or their duly appointed attorneys or representatives and the signature in the case of a corporate body which is a member shall be sufficient if made by a director or the secretary thereof or by its duly appointed attorneys or representatives.

13. A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy or by any representative so appointed under Regulation 74 of Table A and entitled to vote. Regulation 58 of Table A shall be construed accordingly.
14. No resolution not previously approved by the Directors shall be moved by any member other than a Director at a general meeting unless the member intending to move the same shall have left a copy thereof with his name and address at the Registered Office of the Company three clear days prior to such meeting.
15. Notice of every general meeting shall be given to every member whether or not he shall have supplied to the Company an address within the United Kingdom for the giving of notices and Regulations 131 and 134 of Table A shall be construed accordingly.

DIRECTORS

16. Unless and until otherwise determined by ordinary resolution of the Company, the number of Directors shall not be less than two and there shall be no maximum number.
17. A Director shall not be required to hold shares of the Company in order to qualify for office as a Director, but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company or of any class of members of the Company.
18. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract or arrangement with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 199 of the Act. Subject to such disclosure as aforesaid a Director may vote in respect of any contract or proposed contract or arrangement in which he is interested and if he do/

do so vote his vote shall be counted and he may be counted in ascertaining whether a quorum is present at any meeting at which any such contract or proposed contract or arrangement shall come before the Directors for consideration and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. Paragraphs (2) to (4) of Regulation 84 of Table A shall not apply.

19. The Directors may dispense with the keeping of attendance books for meetings of the Directors or committees of the Directors. Regulation 36 of Table A shall be modified accordingly.

20. The office of a Director shall be vacated:-

- (a) if he becomes bankrupt or suspends payment or compounds with his creditors;
- (b) if he becomes of unsound mind or a patient for the purpose of any statute relating to mental health or otherwise incapacax;
- (c) if (not being a Director holding executive office as such for a fixed term) by notice in writing to the Company he resigns his office;
- (d) if he is prohibited by law from being a Director or ceases to be a Director by virtue of the Companies Acts 1948 to 1980 or any statutory modification or re-enactment thereof;
- (e) if he is removed from office by notice in writing signed by all his Co-Directors and served upon him;
- (f) if he shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated.

21. The Directors shall have power at any time, and from time to time to appoint any person to be a Director of the Company either to fill a casual vacancy or as an addition to the existing Directors.

22. The ordinary remuneration of the Directors shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree or, failing agreement, equally except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. The Directors may repay to any Director all such 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 and such special remuneration may be by way of salary, commission, participation in profits or otherwise as may be arranged.
23. The Directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Deputy or Assistant Managing Director, Manager or any other salaried office) for such period and on such terms and conditions as they shall think fit, and subject to the terms and conditions of any agreement entered into in any particular case, may revoke such appointment. Subject to the terms and conditions of any such agreement the appointment of any Director as aforesaid shall be ipso facto determined if he ceases from any cause to be a Director. Regulation 109 of Table A shall extend to the posts of Deputy or Assistant Managing Director or Manager aforesaid.

24. A Managing Director, Deputy or Assistant Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration (either by way of salary, commission, participation in profits or pension or otherwise howsoever, whether similar to the foregoing or not) as the Directors may determine.
25. The Directors on behalf of the Company and without the approval of any resolution of the Company may establish, maintain, participate in and to contribute to or to procure the establishment and maintenance of, participation in and contribution to any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of any persons (including Directors, former Directors, officers and former officers) who are or shall have been at any time in the employment or service of the Company or of any company which at the time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company (as defined in Section 154 of the Act) or otherwise associated with the Company or of the predecessors of the Company in business or of any such other company as aforesaid or of the relations, wives, widows, families, connections or dependants of any such persons and to other persons whose service or services have directly or indirectly been of benefit to the Company and to their relations, connections or dependants and may grant or procure the grant of donations, gratuities, pensions, allowances, including allowances on death, or other payments or benefits of any kind to any of such persons as aforesaid; and may establish, subsidise, subscribe to or support institutions, associations, clubs, schools, funds or trusts calculated or considered to be for the benefit of any of such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or its/

its members; and may make payments for or towards the insurance of any of such persons as aforesaid. Any such Director or ex-Director may participate in and retain for his own benefit any such donation, gratuity, pension, allowance, payment or other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a Director of the Company.

26. The Directors on behalf of the Company and without the approval of any resolution of the Company (but subject to the provisions of Section 54 of the Act), may establish and contribute to any employee share scheme (within the meaning of the Companies Act 1980) for the purchase or subscription by trustees of shares of the Company or of a holding company of the Company and may lend money to the Company's employees to enable them to purchase or subscribe for shares of the Company or of a holding company of the Company; and may establish and maintain any option or incentive scheme whereby selected employees (including salaried Directors and officers) of the Company are given the opportunity of acquiring shares in the capital of the Company; and may formulate and carry into effect any scheme for sharing the profits of the Company with its employees (including salaried Directors and officers) or any of them. Any Director may participate in and retain for his own benefit any such shares, profit or other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a Director of the Company.
27. The Directors shall not be subject to retirement by rotation and accordingly all references in Table A to retire by rotation shall be disregarded.
28. A resolution in writing signed by all the Directors for the time being
in/

in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form, each signed by one or more of the Directors.

BORROWING AND OTHER POWERS

29. The Directors may exercise all the powers of the Company without limit as to amount to borrow and raise money and to accept money on deposit and to grant any security, mortgage, charge or discharge as they may consider fit for any debt or obligation of the Company or which is binding on the Company in any manner of way in which the Company is empowered so to grant and similarly as they may consider fit to enter into any guarantee, contract of indemnity or suretyship in any manner of way in which the Company is empowered so to enter into.

DIVIDENDS

30. Regulation 117 of Table A is hereby modified by the insertion of the words "(but excluding profits to be carried to the Capital Reserve Fund pursuant to the Articles of the company)" before the words "such sums".

RESERVES

31. The Directors shall establish a special reserve to be called "the Capital Reserve Fund". Any capital appreciation realised on the sale or realisation of any capital assets of the Company for a consideration in excess of their book value shall be credited to the Capital Reserve Fund. There shall also be credited to the Capital Reserve Fund any other sums representing accretions to capital assets, including in particular any sums resulting from the writing up of the book values of any capital assets. The Capital Reserve Fund shall not be available/

available for distribution but may be used to meet depreciation of capital assets or for the improvement of capital assets or for such other capital purposes (including any capitalisation of the profits or reserves of the Company) as the Directors may think fit. Any taxation arising in consequence of the disposal of any capital asset and any deficit below book value resulting on the disposal of any capital asset may be debited in whole or in part against the Capital Reserve Fund.

INDEMNITY

32. Every Director or 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 or discharge 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 which the charge is found not proven or in connection with any application under Section 448 of the Act 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 be incurred by the Company in the execution, or discharge 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 Act.

OVER-RIDING PROVISIONS

33. Whenever The Governor and Company of the Bank of Scotland (hereinafter called "the Parent Company") shall be the holder of not less than 90 per cent in nominal value of the issued shares of the Company as confers/

confers the right for the time being to attend and vote at general meetings of the Company, the following provisions (but without prejudice to the provisions of Section 184 of the Act) shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles:-

- (a) the Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed;
- (b) no unissued shares of the Company shall be issued or agreed to be issued or put under option without the prior written consent of the Parent Company;
- (c) any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe and any such restriction may be removed or varied in such regards and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any one of its directors or by its secretary or by some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless/

unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.