



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number

105799

I hereby certify that

PADDYCO (NO. 22) LIMITED

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

Signed at Edinburgh

24 JULY 1987

E. T. K. LOUGHEED

Registrar of Companies

G

COMPANIES FORM No. 12

Statutory Declaration of compliance with requirements on application for registration of a company

12

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use

--	--	--	--	--

105799

Name of company

* Paddyco (No. 22) Limited

* insert full
name of Company

I, Patrick Protheroe Davies

of 9 Albert Terrace, Aberdeen AB1 1XY

† delete as
appropriate

do solemnly and sincerely declare that I am a ~~[Sole director engaged in the formation of the company]~~
(person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2))† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at Aberdeen

Declarant to sign below

the Fourteenth day of July

One thousand nine hundred and Eighty-seven

before me *Barbara A. Manner*

~~As Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor or any one of the powers conferred on
Commissioners for Oaths~~

Paul P. Davis

PRINTED AND SUPPLIED BY
Jordan's
JORDAN & SONS LIMITED
25, BATHURST STREET
LONDON W.C.2
TELEGRAMS: JORDAN
TELEPHONE: 01-223 1111
REF: JX205/1



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

Messrs Milne & Mackinnon
6/7 Bon Accord Crescent
Aberdeen AB9 1XW
Ref PED/AD

For official Use

New Companies Section

Post room

Companies Act 1985
No. of Company



Memorandum
and Articles
of Association of

PADDYCO (No. 22) LIMITED

Incorporated:

Messrs Milne & Mackinnon
6/7 Bon-Accord Crescent, Aberdeen
Tel (0224) 596111 Telex 73796 Fax 575281

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF PADDYCO (No. 22) LIMITED

1. The name of the Company is Paddyco (No. 22) Limited
2. The Registered Office of the Company will be situate in Scotland
3. The objects for which the Company is established are:-
 - (a) To carry on for profit, directly or indirectly, whether by itself or through subsidiary, associated or allied companies or firms in the United Kingdom or elsewhere in all or any of its branches any business, undertaking, project or enterprise of any description whether of a private or public character and all or any trades processes and activities connected therewith or ancillary or complementary thereto.
 - (b) To acquire any shares, stocks, debentures, debenture stocks, bonds, obligations, securities, life and sinking fund policies, annuities, mortgages or charges or other property (heritable or moveable real or personal) by purchase, subscription, syndicate, participation, underwriting, tender, concession, grant, licence, lease, exchange or otherwise and to subscribe for the same, either conditionally or otherwise, and to guarantee or underwrite the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership or tenure thereof as the case may be.
 - (c) To sell, exchange or otherwise dispose of, deal with, or turn to account, any of the shares, stocks, and others acquired or agreed to be acquired, and generally to vary the securities and investments of the Company from time to time.
 - (d) To lend money with or without security to any parties and on such terms as may seem expedient or to make advances upon investments, to negotiate loans, to offer for public subscription or otherwise, and to assist in placing any investments and generally to advance and lend money and assets of all kinds.
 - (e) To undertake and execute any trusts which the Company may think it expedient to undertake; and to act as agents, managers, secretaries, registrars, executors, factors or liquidators.

(f)/

- 4.
- (f) To guarantee or become liable for the payment of money or for the performance of any obligations and generally to transact all kinds of guarantee business; and to undertake obligations of every kind and description upon such terms as the Company or its Directors may consider desirable, and by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future) to secure and guarantee the performance by the Company or any other company of any obligation undertaken by the Company or any other company as the case may be.
 - (g) To receive money on deposit, loan or otherwise, upon such terms as the Company may approve, and to carry on business as bankers and financiers and to undertake and carry out all such deals and transactions as any individual may lawfully undertake and carry out.
 - (h) To purchase, feu, take on lease or in exchange or by other means acquire and hold any feudal, freehold, leasehold or other property or lands, tenements and hereditaments and any rights, privileges, servitudes and easements over or in respect of any property, and to manage, maintain, improve, develop and turn the same to account, to expend money in maintaining, improving or adding to the marketable value of same or in the demolition of buildings and other erections thereon, or in the erection thereon of buildings of such a nature and for such purposes as to the Directors may seem proper, and to sell, feu, sub-divide, let or otherwise dispose of, or deal with, all or any part of any such property or rights.
 - (i) To purchase, take on lease, acquire and use for any purposes of the Company, any machinery, stock-in-trade and other property, rights, privileges and interests (including letters patent, licences, copy-rights, trade marks, secret processes, designs, goodwill and concessions), and other rights of whatever kind, real or heritable and personal or moveable or any of them; and to hold, exercise, develop, improve, sell, lease, hire, exchange, mortgage, alter, pledge or otherwise deal with or dispose of same.
 - (j) To pay all preliminary expenses of the Company and of any company promoted or formed by the Company or of any company in which the Company or its shareholders is or are or may competently be interested.
 - (k) To provide all requisite accommodation and facilities for the purposes of the Company.
 - (l) To purchase, lease, or otherwise acquire or undertake the whole or any parts of the business, undertaking, property and liabilities of any person or company carrying on or authorised to carry on any business which the company is authorised to carry on or which may be conducted so as directly or indirectly to benefit the Company or possessed of any property suitable for the purposes of the Company, or the stock, shares and debentures or other interest of or in any such company, or to amalgamate with any such company, and for the purpose of such amalgamation to transfer the undertaking of the Company to the company or companies with which it is being amalgamated or to accept the transfer to the Company of the undertaking of any such company or part thereof.

(m)/

- (m) To pay for any purchase or acquisition in cash or by annual, perpetual or terminable payments, redeemable or irredeemable, or by bills of the Company, or by shares of the Company of any class, and whether fully paid up or partly paid up, or by debentures, debenture stock or other securities or acknowledgments of the Company or one or more of them or part of the one and part of the other or others or in any other way.
- (n) To borrow or raise or secure the payment of money for the purposes of the business of the Company in such manner as the Company or its Directors may think fit, and to issue bonds, debentures and debenture stock or other obligations or securities whether charged or not charged on the whole or any part of the property (present and future), assets or revenue of the Company, or its uncalled capital or by mortgage, pledge, conveyance, bond, assignation in security or other obligations of the Company, and to redeem, purchase or pay off such securities.
- (o) To draw, make, accept, execute, endorse, negotiate, discount, issue and deal in promissory notes, bills of exchange, drafts, warrants, cheques, mandates, coupons, bills of lading, shipping documents, dock or warehouse warrants and other negotiable or transferable documents.
- (p) To sell, dispose of, or transfer the business or undertaking of the company, or any branch or part thereof or any property or assets thereof, in consideration of payment in cash or royalties or other perpetual or terminable payments, or in shares (partly or fully paid up) or debentures, debenture stock, or other securities of any other company or in one or other or all of such modes of payment or in such manner and for such consideration as the Company may think fit.
- (q) To promote or concur in promoting any companies for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (r) To enter into any partnership, arrangement for sharing of profits, union of interests, reciprocal concession or co-operation with any persons, companies or societies carrying on or about to carry on any business or branch of business which the Company is authorised to carry on or any business transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (s) To adopt such means of making known the business of and the services and facilities provided by the Company and keeping the same before the public as may seem expedient.
- (t) To remunerate any person, association, firm or company for services rendered or to be rendered to the Company or in or about the conduct of the Company's business, and that by cash payment or by allotment of shares or securities of the Company credited as paid up in full or in part or otherwise.
- (u)/

- (u) To grant pensions, allowances, gratuities and bonuses or other benefits or any share or interest in the profits of the Company's business or any part thereof and generally, so far as is lawful, to make voluntary or ex gratia payments either in money or moneysworth to directors or former directors or employees or ex-employees of the Company, or of any subsidiary, allied or associated company or of any company or business which is acquired by the Company, or to the widows or children or other dependants of such person, and to make or enter into arrangements for the provision of policies of life assurance or to purchase annuities for any such persons or otherwise to provide for them, and to establish and support or aid in the establishment or support of hospitals, dispensaries, places of recreation, institutions, clubs or organisations, calculated to benefit persons employed by the Company, and to support and subscribe and guarantee money to any public, trade, charitable, educational, religious or other object or to any exhibitions or exposition calculated to advance the interest of the Company or the persons employed by the Company or its predecessors in business of any associated or subsidiary company.
- (v) To distribute any of the property and assets of the Company among the members in specie (and, in particular, any shares, stocks, debentures or securities of other companies which belong to the Company or of which the Company has the right 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.
- (w) To obtain or assist in obtaining any Provisional Order or Act of Parliament or other necessary authority or sanction for enabling the Company to carry any of its objects into effect; or for effecting any modification of the Company's constitution; and to assist in procuring alterations in the law; and to oppose any Parliamentary or other proceedings which the Company may think adverse to its interest.
- (x) To acquire or obtain from any government or authority, supreme, municipal, local or otherwise, or any corporation, company or person, any charters, rights, privileges and concessions which may be conducive to any of the objects of the Company, and to accept, make payments under, carry out, exercise and comply with any such charters, rights, privileges and concessions.
- (y) To procure the Company to be registered or established or authorised to do business in any part of the world.
- (z) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights or which it may be deemed advisable to undertake with a view to development, rendering valuable, prospecting or turning to account any property, real or personal, belonging to the Company, or in which the Company may be interested.
- (aa) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or contractors, and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

(bb)/

- (bb) To do all such other things which are or which the Company may consider to be incidental or conducive to the attainment of the above objects or any of them.

Declaring that the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any person, partnership, or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and also that the objects expressed in each paragraph of this clause shall be separate and independent objects of the Company and shall not (except where otherwise expressed in such paragraph) be limited or restricted in any way by reference to or by inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.
5. The share capital of the Company is £10,000 divided into 10,000 shares of £1 each.

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 of the company set opposite our respective names.

NAMES, ADDRESSES & DESCRIPTIONS
OF SUBSCRIBERS

NUMBER OF SHARES
TAKEN BY EACH
SUBSCRIBER

Patrick Protheroe Davies
6/7 Bon-Accord Crescent
Aberdeen
Solicitor

One

Patrick Protheroe Davies

Philip Edward Anderson
6/7 Bon-Accord Crescent
Aberdeen
Solicitor

One

Philip Edward Anderson

Dated the Fourteenth day of July, Nineteen Hundred and Eighty-seven.

Witness to the above Signatures:-

Elizabeth Ann Duthie

Elizabeth Ann Duthie
Secretary
6/7 Bon-Accord Crescent
Aberdeen

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

PADDYCO (No. 22) LIMITED

1. The Regulations contained or incorporated in Table A in The Companies (Tables A to F) Regulations, 1985 (S.I. 1985/805) (being hereinafter called "Table A") shall be deemed to be incorporated with these Articles and shall apply to the company with the exception of Regulations 25, 64, 73, 74, 75, 76, 77, 94 and 95 of Table A and any other Regulation which is inconsistent with the additions and modifications hereinafter set forth.

CAPITAL

2. (a) The Directors are unconditionally authorised for the purpose of Section 80 of the Companies Act, 1985 to exercise for a period of five years from the date of adoption of these Articles any power of the company to allot any shares of the company from time to time unissued (including "relevant securities") as defined in Section 80(2) of the Companies Act, 1985 up to the amount of the share capital in existence at the date of adoption of these Articles.
- (b) The provisions of Sections 89(1), 90(1) to 90(5) (inclusive) and Section 90(6) of The Companies Act, 1985 shall not apply to the company and unless in any particular case all the holders for the time being of the issued shares in the capital of the company otherwise agree, all shares (whether forming part of the original share capital of the company or hereafter created) which it is determined to issue shall be offered in the first instance to all the holders of shares in the company in proportion to the number of shares in the company held by them respectively. The person to whom the offer is made may elect to accept such offer in respect of a lesser number of shares than his entitlement and to decline in respect of the balance. Such offer shall be made by notice specifying the number of shares to which each holder is entitled and prescribing a time (not being less than fourteen days) after which the offer, if not previously accepted, shall be deemed to be declined. After the expiration of that time or on receipt of an intimation from the person to whom the offer is made that he declines to accept any or all of the shares offered those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have within the prescribed time accepted all the shares offered to them. Such further offer shall be made in the same manner and limited by a like prescribed time as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid shall be under the control of the Directors who may dispose of such remaining shares in such manner as they think/

27 JUL 85

12 JUL 85

think most beneficial to the company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the shares which it is determined to issue bear to the shares held by a person entitled to receive notice as aforesaid) cannot in the opinion of the Directors be conveniently offered under this Regulation.

- (c) Subject to the provisions of Chapter VII of Part V of The Companies Act 1985 any shares of the company may be issued on the terms that they are to be redeemed or are liable to be redeemed at the option of the company or the member and any shares of the company may be purchased by the company on such terms and conditions as the company, before it enters into a contract or contingent contract for the purchase of such shares, may by special resolution determine. A payment in respect of such a redemption or purchase by the company may with the sanction of a special resolution be made otherwise than out of the distributable profits of the company (within the meaning of Section 181 of the Companies Act, 1985) or the proceeds of a fresh issue of shares made for the purpose of the redemption or purchase notwithstanding that such payment may constitute a payment out of capital.

TRANSFER OF SHARES

3. (1) A Member, or as the case may be, his executors, or trustees, may at any time transfer any of his shares to any person or persons:-
- i) provided such transfer is approved in writing by all the members; or
 - ii) provided such transfer does not involve the transfer of beneficial ownership of such share or shares; or
 - iii) provided such person or persons has or have become entitled to such share or shares in consequence of the death of a member.
- (2) (a) Subject always to the foregoing provisions of this Article but notwithstanding the following provisions hereof the Directors may without assigning any reason therefor decline to register any transfer of any share (whether or not it is a fully paid share) made pursuant to paragraph (g) hereof;
- (b) Any person proposing to transfer any shares (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 specifying the sum which in his opinion constitutes the fair value thereof. A Transfer Notice shall, on receipt by the company, constitute the company the agent of the proposing transferor for the sale of all (but not some of) the shares referred to therein at the price specified therein, or at such lower price as may be determined in accordance with paragraph (d) hereof.
- (c) The shares included in any Transfer Notice shall be offered by notice in writing (hereinafter called "the Option Notice") not later than the seventh day after receipt by the company of the Transfer Notice in the first place to the members (other than the proposing transferor) as nearly as may be in proportion to the shares held by them respectively. The Option Notice shall in each case specify the date of receipt by the company of the Transfer Notice and the price specified therein and shall invite each member to state in his reply how many (if any) shares in excess of his proportion he desires to purchase. The Option Notice shall further limit the time in which the offer may be accepted (not being less than twenty-one days from either the date of the Option Notice or the date of the Certificate of Valuation under paragraph/

paragraph (d) hereof whichever is the longer) and if any member does not before the expiry of such limit claim by notice in writing the shares offered to him they shall be used to satisfy the claims for excess shares in proportion to the existing shares held by the claimants respectively but so that no such claimant shall be bound to take more excess shares than he shall have applied for. 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 may think fit. Any member who desires as above to purchase any shares included in a Transfer Notice is hereinafter called "the purchaser".

- (d) If an intending purchaser or the Directors consider that the price specified in the Transfer Notice is in excess of the fair value of the shares included therein he or they shall not later than the seventh day after receipt of the Option Notice in the case of an intending purchaser or not later than the seventh day after receipt of the Transfer Notice in the case of the Directors, request in writing that the auditor for the time being of the company (or, with the agreement of the proposing transferor and the intending purchaser and/or the Directors, a person nominated by the President of the Institute of Chartered Accountants in Scotland) certify in writing the sum which in his opinion is the fair value of the shares included in the Transfer Notice as at the date of the Transfer Notice in accordance with these provisions and for the purpose of this Article reference to the auditor shall include any person so nominated. All costs in making such valuation shall be borne by the company. In certifying the fair value of the shares the auditor shall be considered to be acting as an expert and not as an arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply.
- (e) If a purchaser or purchasers shall be found for all the shares included in any Transfer Notice, the company shall within seven days after the later of the acceptance date specified in the Option Notice and the date of the Certificate of Valuation given under paragraph (d) of this Article, give notice (hereinafter called "the Sale Notice") to the proposing transferor specifying the purchaser(s) of such shares and the price payable, being the lower of the price specified in the Transfer Notice and the fair value determined as aforesaid. If the fair value determined as aforesaid is less than the price specified in the Transfer Notice the proposing transferor shall within seven days of receipt of the Sale Notice give notice in writing to the company, stating whether he is prepared to transfer the shares in pursuance of the Sale Notice. If he is not prepared so to transfer the shares the Transfer Notice shall be deemed to be revoked, the company shall no longer be the agent of the proposing transferor for the sale of the shares and the proposing transferor shall forthwith reimburse the company the full costs incurred in determining the fair value as aforesaid. If he is prepared to transfer the shares in pursuance of the Sale Notice, or if the price specified in the Sale Notice is not less than the price specified in the Transfer Notice, the proposing transferor shall upon payment of the said price, transfer the shares to the purchaser(s), and the Directors shall register any transfer pursuant to this paragraph.
- (f) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares included in the Transfer Notice, the company may receive the purchase money on his behalf/

behalf and may authorise some person to execute a transfer of such shares in favour of the purchaser(s) who shall thereupon be registered as the holder(s) thereof. The receipt of the company for the purchase money shall be a good discharge to the purchaser(s).

- (g) If the company shall not give a Sale Notice to the proposing transferor he shall, not later than the thirtieth day after the expiry of the time allowed for giving a Sale Notice, be at liberty to transfer all or any of the shares included in the Transfer Notice to any person pursuant to a bona fide sale at any price not less than the price specified in the Transfer Notice or the fair value determined as aforesaid (whichever is the lower) after deducting, (where appropriate), any net dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the proposing transferor, and the proposing transferor shall not be required to give a Transfer Notice in respect thereof during the said period of thirty days. Provided that the Directors shall have the powers conferred by paragraph (a) hereof to decline to register any transfer so made.
- (h) Whenever any member of the company 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 not later than sixty 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 a Transfer Notice pursuant to paragraph (b) of this Article and to have specified therein the fair value to be certified in accordance with paragraph (d) of this Article. Notice of the passing of any such Resolution shall forthwith be given to the member affected thereby.

GENERAL MEETINGS

4. Subject as hereinafter provided if at any adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, the meeting shall be dissolved. Provided that if a meeting to consider only a resolution or resolutions for the winding up of the company and the appointment of a Liquidator be adjourned, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, such of the members present in person or by proxy shall constitute a quorum.
5. In Regulation 43 of Table A the words "the members present" shall be held to be delete and the words "the persons present, being members or proxies for members" shall be inserted in lieu thereof.
6. In Regulation 46 of Table A paragraphs (b) to (d) inclusive shall be held to be delete and the words "(b) by any member present in person or by proxy and entitled to vote" shall be inserted in lieu thereof.

DIRECTORS

7. The minimum number of the Directors shall be determined by the company in general meeting but failing such determination shall be one. 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.
8. The quorum necessary for the transaction of all business of the Directors shall be two-thirds of the Directors for the time being or if their number is not three or a multiple of three, the number or lower of two numbers equally nearest two-thirds/

two-thirds, present in person or represented by an Alternate Director appointed under Regulation 9 hereof and Regulation 89 of Table A shall be modified accordingly.

9. Any Director may at any time appoint any person to be his Alternate (hereinafter called an "Alternate Director") and may at any time terminate such appointment.

BORROWING POWERS

10. Without derogating from the powers referred to in Regulation 70 of Table A and for the avoidance of doubt the Directors may exercise all the powers of the company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or Standard Security over its undertaking, property and uncalled capital or any part thereof and (subject to S.80 of the Companies Act 1985) to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability, obligation of the company or of any third party.

APPOINTMENT OF DIRECTORS

11. (a) In Regulation 78 of Table A the words "subject as aforesaid" shall be held to be deleted.
- (b) In Regulation 79 of Table A the words "and shall not be taken into account in determining the Directors who are to retire by rotation at the meeting" shall be held to be deleted.

POWERS AND DUTIES OF DIRECTORS

12. (a) Notwithstanding and with reference to the terms of Regulations 84, 85 and 86 of Table A if the Director be a sole Director or if all the Directors be interested in the agreement, transaction or arrangement, the agreement transaction or arrangement may only be entered into by the company in general meeting, and before the agreement, transaction or arrangement is entered into the Director or Directors must disclose his or their interest to the meeting.
- (b) Notwithstanding the foregoing a Director shall be at liberty in the event that a Liquidator is appointed to the Company to transact with the Company as freely as if he were not a Director.

NOTICES

13. In Regulation 115 of Table A the words "unless the contrary is proved" shall be held to be deleted.

CLOSE COMPANY

14. The Directors may from time to time require any person whose name is entered in the Register of Members of the company to furnish them with any information which they may consider necessary for the purpose of determining whether or not the company is a Close Company within the meaning of Section 282 of The Income & Corporation Taxes Act, 1970; and if such requirement is not complied with they may withhold any dividends or other payments otherwise due or becoming due in respect of the shares registered in the name of such person.

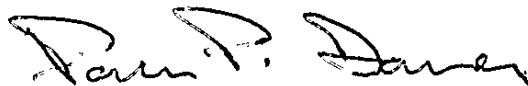
INDEMNITY

15. Regulation 118 of Table A shall apply as well to former Directors of the Company as it applies to Directors and shall be construed accordingly.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

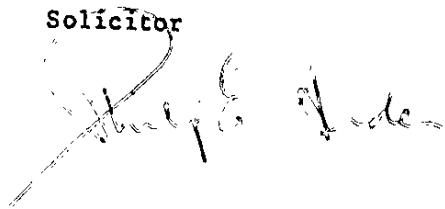
Patrick Protheroe Davies
6/7 Bon-Accord Crescent
Aberdeen

Solicitor



Philip Edward Anderson
6/7 Bon-Accord Crescent
Aberdeen

Solicitor



Dated the Fourteenth day of July, Nineteen Hundred and Eighty-seven.

Witness to the above Signatures:-



Elizabeth Ann Duthie
Secretary
6/7 Bon-Accord Crescent
Aberdeen

G

COMPANIES FORM No. 10

Statement of first directors and secretary and intended situation of registered office

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

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

To the Registrar of Companies

For official use

105799

Name of company

* Insert full name
of company

* Paddyco (No. 22) Limited

The intended situation of the registered office of the company on incorporation is as stated below

6/7 Bon Accord Crescent
ABERDEEN
Postcode AB9 1XW

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below

☐

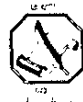
Postcode

Number of continuation sheets attached (see note 1)

☐

JORDAN & SONS LIMITED

Jordan & Sons
JORDAN & SONS LIMITED
INCORPORATED IN ENGLAND
17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



Presentor's name address and
reference (if any):
Messrs Milne & Mackinnon
6/7 Bon Accord Crescent
ABERDEEN
AB9 1XW
REF PPD/AD

For official Use
General Section

Post room

17.10.88

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) Patrick Protheroe Davies		Business occupation	
		Solicitor	
Previous name(s) (note 3) none		Nationality	
Address (note 4) 9 Albert Terrace,		British	
Aberdeen		Date of birth (where applicable)	
	Postcode AB1 1XY	(note 6) -	
Other directorships † Aberdeen Homes Limited			
Aberdeen Homes (J.V.) Limited			
I consent to act as director of the company named on page 1			
Signature <i>Patrick Protheroe Davies</i>		Date 14th July 1987	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

Name (note 3) Philip Edward Anderson		Business occupation	
		Solicitor	
Previous name(s) (note 3) none		Nationality	
Address (note 4) 29 Rubislaw Den North		British	
Aberdeen		Date of birth (where applicable)	
	Postcode AB2 4AL	(note 6) -	
Other directorships † Aberdeen Solicitors Property Centre			
Aberdeen Solicitors Investments Limited			
Aberdeen Homes Limited			
Aberdeen Homes (J.V.) Limited			
I consent to act as director of the company named on page 1			
Signature <i>Philip E. Anderson</i>		Date 14th July 1987	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
	Postcode	(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Please do not write in this margin

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

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7)	Messrs Milne & Mackinnon		
Previous name(s) (note 3)	none		
Address (notes 4 & 7)	6/7 Bon Accord Crescent		
	Aberdeen		
	Postcode	AB9 1XW	
I consent to act as secretary of the company named on page 1			
Signature	<i>Milne Mackinnon</i>		Date 14th July 1987

Name (notes 3 & 7)			
Previous name(s) (note 3)			
Address (notes 4 & 7)			
	Postcode		
I consent to act as secretary of the company named on page 1			
Signature			Date

delete if the form is signed by the subscribers

Signature of agent on behalf of subscribers	Date
---	------

delete if the form is signed by an agent on behalf of the subscribers.

All the subscribers must sign either personally or by a person or persons authorised to sign for them.

Signed	<i>James P. Daven</i>	Date 14th July 1987
Signed	<i>John E. Dallen</i>	Date 14th July 1987
Signed		Date
Signed		Date
Signed		Date
Signed		Date