



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

Company Number

**120563**

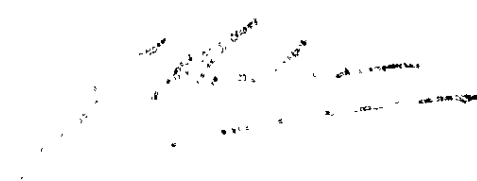
I hereby certify that

**ALLIANCE TRUST SAVINGS NOMINEES LIMITED**

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

Signed at Edinburgh

**3 OCTOBER 1989**

  
Registrar of Companies

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

12

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

To the Registrar of Companies  
(Address overleaf)

For official use

For official use

[ ] [ ] [ ] [ ]

120563

Name of company

\* Alliance Trust Savings Nominees Limited

I, SHEILA MONICA GATES  
of 7A FAIRFIELD ROAD  
WEST FERRY  
DUNDEE DD5 1NX

do solemnly and sincerely declare that I am a ~~[Solicitor engaged in the formation of the company]~~  
person named as director or secretary of the company in the statement delivered to the registrar  
under section 10(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 DUNDEE

Declarant to sign below

the NINETEENTH day of SEPTEMBEROne thousand nine hundred and EIGHTY NINEbefore me JUSTIN PETEC CAMPBELL CLARK

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths.

Sheila M. Gates

Justin Petec, Notary Public  
Dundee

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

Messrs Dundas & Wilson  
25 Charlotte Square  
EDINBURGH  
EH2 4EZ

INA/DH

For official Use  
New Companies Section

27 SEP 1989

Post room

22 SEP 1989

THE COMPANIES ACT 1985

---

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

ALLIANCE TRUST SAVINGS NOMINEES LIMITED

---

Registered No.

Incorporated in Scotland the      day of      1989

DUNDAS & WILSON, C.S.,  
SOLICITORS,  
25 CHARLOTTE SQUARE,  
EDINBURGH, EH2 4EZ.

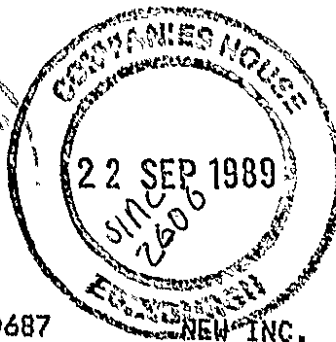
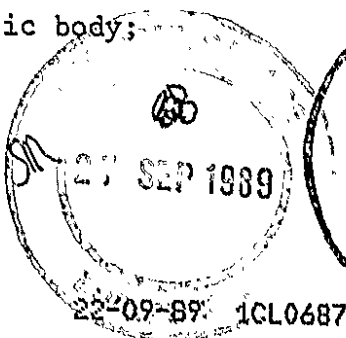


COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

120563

MEMORANDUM OF ASSOCIATION  
of  
ALLIANCE TRUST SAVINGS NOMINEES LIMITED

- I. The name of the Company is "Alliance Trust Savings Nominees 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 in trust as trustees or as nominees or agents of or for any person, firm, company, corporation, government, state or province or of or for any municipal or other authority or public body and in any such capacity or in any other capacity to sell, exchange or otherwise dispose of, manage, develop, deal with and turn to account, shares, stocks, debentures, debenture stocks, securities, investments, policies, book debts, sums on bank accounts, mortgages, charges, annuities, patents, licences, business concerns and undertakings, lands and buildings, and any claims against any such property or against any person, firm, company, corporation, government, state or province or any municipal or other authority or public body and all other property (whether moveable or heritable) of any kind whatsoever, and any interest therein;
- (2) To act as nominees or agents of or for any person, firm, company, corporation, government, state or province or for any municipal or other authority or public body;



22-9-89

Pay=£50

50.00

- (3) To take such action as may be required to allow the Company to be registered or recognised in any country or place;
- (4) To invest and deal with the funds of the Company not immediately required in such investments or upon such securities and in such manner as may be from time to time determined and from time to time to vary any such investments;
- (5) To promote or 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 conducted so as directly or indirectly to benefit the Company;
- (6) To lend or advance money or give credit to such persons or companies and on such terms as the Directors shall think fit and to guarantee or give security for the payment of money or the performance of obligations of all kinds by any persons or companies;
- (7) To borrow or raise money or secure the payment of money or the observance of obligations in such manner as the Directors shall think fit;
- (8) To sell or otherwise dispose of the whole or any part of the undertaking, property and assets of the Company, either together or in portions, for such consideration as the Directors may think fit, and in particular, for shares, debentures, debenture stock or securities of any company purchasing the same;
- (9) Generally to undertake and execute any trusts the undertaking whereof may seem desirable, and either gratuitously or otherwise;
- (10) To do all or any of the above things in any part of the world and either as principals, agents or contractors or by or through agencies or otherwise and either alone or in conjunction with another or others;
- (11) To pay all expenses of and incident to the formation and establish-

ment of the Company; and

- (12) 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 objects aforesaid or any of them.

And it is hereby declared that, for the purposes of this Clause, (A) "company" 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, (B) "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, (C) "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 (D) 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. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding One Pound (£1).

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:-

---

Names, Addresses and Descriptions of Subscribers

---

Alliance Trust Savings Limited  
Meadow House  
64 Reform Street  
Dundee DD1 1TJ

*Gavin Robert Suggett*  
Signed on their behalf by  
Gavin Robert Suggett  
their duly authorised agent.

Alliance Trust (Finance) Limited  
Meadow House  
64 Reform Street  
Dundee DD1 1TJ

*Lyndon B. Bolton*  
Signed on their behalf by  
Lyndon Bolton  
their duly authorised agent.

Dated the 19 day of September 1989.

WITNESS to the above Signatures:-

*Sheila M. Gates*

Meadow House,  
64 Reform Street,  
DUNDEE DD1 1TJ.  
Company Secretary.

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION  
of  
ALLIANCE TRUST SAVINGS NOMINEES LIMITED



INTERPRETATION

1. In these articles:-

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"these Articles" means these Articles of Association, as originally framed, or as from time to time altered by Special Resolution.

"clear days" in relation to the period of a notice means that period, excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"the seal" means the common seal of the Company.

"secretary" means any person appointed to perform the duties of the 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, lithography, photography and other modes of representing or reproducing words in a visible form.

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



2. The Company is established for the purposes expressed in the Memorandum of Association of the Company.

#### MEMBERS

3. The number of members with which the Company proposes to be registered is 2, but the Directors may from time to time register an increase in the number of members.
4. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the Directors.
5. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Directors may require, executed by him.
6. A member may, at any time, withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable.

#### GENERAL MEETINGS

7. 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.
8. All general meetings other than annual general meetings shall be called extraordinary general meetings.
9. 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, pursuant to the provisions 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.

#### NOTICE OF GENERAL MEETINGS

10. An annual general meeting and a meeting called for the passing of a special resolution shall be called by at least twenty one clear days' notice in writing 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 clear days' notice in writing at the least. The notice 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 these Articles, entitled to receive such notice from the Company:

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is agreed -

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
  - (b) 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 representing not less than ninety five per cent of the total voting rights at that meeting of all the members.
11. 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

12. All business shall be deemed special that is transacted at an extraordinary general meeting, and also that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and auditors, the election of Directors in the place of any of those retiring and the appointment of, and the fixing of the remuneration of, the auditors and the fixing of the remuneration of the Directors.
13. 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 Article 32 hereof shall be a quorum.
14. 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.
15. 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, and, if there is only one Director present and willing to act, he shall be Chairman.
16. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number

to be Chairman of the meeting.

17. 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.

18. 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 by:-

- (a) the Chairman; or
- (b) at least two members present in person or by proxy or by any representative so appointed under Article 32 hereof and entitled to vote; or
- (c) 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.

Unless a poll be so demanded (and the demand is not withdrawn as hereinafter indicated) 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, or not carried by a particular majority and an entry to that effect in the book containing the minutes of 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, before the poll is taken, be withdrawn.

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.

19. Except as herein otherwise expressly provided, if a poll is duly demanded (and the demand is not withdrawn) 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. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting shall not be entitled to a second or casting vote.
20. 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.
21. A Director shall be entitled to receive notice of and attend and speak at all general meetings of the Company.
22. 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. 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 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 representative.

#### VOTES OF MEMBERS

23. Subject as herein otherwise expressly provided, on a show of hands every member who (being an individual) is present in person or (being a

corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member present in person or by proxy shall have one vote.

24. 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, in a poll, vote by proxy.
25. No member shall be entitled to vote at any general meeting either personally or by proxy or as proxy for another member unless all moneys presently payable by him to the Company in respect of his membership have been paid.
26. On a poll votes may be given either personally or by proxy or by a representative so appointed under Article 32 hereof.
27. The instrument appointing a proxy shall be in legible writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, under its common seal, if any, and if none, under the hand of an officer or attorney duly authorised in that behalf. A proxy need not be a member of the Company.
28. The instrument appointing a proxy (which shall be valid for twelve months) 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 forty eight hours before the time appointed 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 twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as

valid.

29. An instrument appointing a proxy shall be in such form as the Directors shall approve.
30. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
31. A poll demanded or vote given in accordance with the terms of an instrument of proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll provided that no notice of the determination shall have been received by the Company at the registered office or such other place as is referred to in Article 28 hereof before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

32. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers at any such meeting on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

#### DIRECTORS

33. 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 of the Company, or a majority of them. 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.
34. 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 shall 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.

#### BORROWING POWERS

35. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, 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.

#### POWERS AND DUTIES OF DIRECTORS

36. 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 Articles, required to be exercised by the Company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act or these Articles, being not inconsistent with the aforesaid 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.
37. The Directors may from time to time and at any time by power of attorney appoint any Company, firm, 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 Articles) 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.

38. 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.

#### DISQUALIFICATION OF DIRECTORS

39. The office of Director shall be vacated if the Director -
- (a) without the consent of the Company in general meeting holds any other office of profit under the Company; or
  - (b) becomes apparently insolvent (within the meaning of the Bankruptcy (Scotland) Act 1985) or shall have a bankruptcy order made against him or suspends payment or makes any arrangement or composition with his creditors generally; or
  - (c) becomes of unsound mind or a patient for the purpose of any statute relating to mental health or otherwise incapacitated; or
  - (d) resigns his office by notice in writing to the Company under his hand left at the registered office of the Company; or
  - (e) is removed from office by a resolution passed pursuant to the Act or becomes prohibited from being a director of a company by reason of any order made under the Act; or
  - (f) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by the Act.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

40. The Directors shall not be subject to retirement by rotation.
41. The Company may from time to time by ordinary resolution increase or reduce the number of Directors.
42. 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 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 Articles.

43. The Company may by ordinary resolution, of which special notice has been given in accordance with the provisions of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles 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.

44. The Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding article. Without prejudice to the powers of the Directors under Article 42 hereof the Company in general meeting may appoint any person who is willing to act to be a Director either to fill a casual vacancy or as an additional Director.

#### PROCEEDINGS OF DIRECTORS

45. Subject to the provisions of these Articles the Directors may meet together for the despatch of business, adjourn, and otherwise regulate their proceedings, as they think fit. Except as herein otherwise provided, questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall not have a second or casting vote. Any 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.

46. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number shall be two. A Director shall not vote in respect of any contract in

which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

47. The continuing Directors may act notwithstanding any vacancies in their number, but, if and for so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act only 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.
48. The Directors may appoint one of their number to be the Chairman of their meetings and determine the period for which he is to hold office; unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present; but, if no such Chairman is elected, or if at any meeting the Director appointed as Chairman is unwilling to preside or 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.
49. The Directors may delegate any of their powers to committees consisting of one or more Directors, as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any conditions that may be imposed on it by the Directors. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by such of these Articles as relate to the regulation of proceedings of Directors, so far as they are capable of applying.
50. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Director appointed as Chairman is unwilling to preside or 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.
51. 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.

52. 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 a defect in the appointment of any Director or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
53. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors or of a committee of Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held. Such resolution may consist of several documents in the like form, each signed by one or more Directors.

#### SECRETARY

54. Subject to the provisions of the Act 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.
55. A provision of the Act or these Articles 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 a Director and as, or in place of, the secretary.

#### MINUTES

56. The Directors shall cause minutes to be made in books provided for the purpose of all:-
- (a) appointments of officers made by the Directors;
  - (b) resolutions and proceedings at all meetings of the Company, and of

the Directors, and of any committees of Directors, including the names of the Directors present at each such meeting.

THE SEAL

57. 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 Directors authorised by the Directors in that behalf, 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.

ACCOUNTS

58. The Directors shall cause proper books of account to be kept in accordance with the provisions of the Act.
59. The books of account shall be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.
60. 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 officers of the Company, and no member (not being an officer of the Company) 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.
61. The Directors shall from time to time cause to be prepared and laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are provided for in the Act.
62. 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 auditor's report and Directors' 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. Provided that this article 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 debentures.

#### AUDIT

63. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

#### NOTICES

64. 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, as appearing in the Register of Members or, (if the member has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by the member to the Company for the giving of notice to the member. Where a notice is sent by post, service of the notice shall be deemed to be 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 twenty four 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.
65. Notice of every general meeting shall be given in any manner hereinbefore authorised 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 notice to them;
  - (b) every Director;
  - (c) every person 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 (Providing

the Company has been previously notified of the appointment of any such person); and

(d) the auditor for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

#### INDEMNITY

66. Subject to the provisions of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, 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 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 in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, 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.

#### OVER-RIDING PROVISIONS

67. (a) The members for the time being of the Company shall be entitled at any time and from time to time to appoint any person to be a Director or remove from office any Director howsoever appointed.
- (b) Any such appointment or removal shall be in writing, signed by all the members for the time being of the Company and served upon the Company and may consist of several documents in the like form, each signed by one or more of such members and in the case of a member being a company, on its behalf, by any two of its directors or by any one of its directors and its secretary.

- (c) The above provisions (but without prejudice to the provisions of Section 303 of the Act) shall apply in the circumstances detailed above and to the extent of any inconsistency, shall have over-riding effect against all other provisions of these Articles.

---

Names, Addresses and Descriptions of Subscribers

---

Alliance Trust Savings Limited  
Meadow House  
64 Reform Street  
Dundee DD1 1TJ

*Gavin Robert Suggett*  
Signed on their behalf by  
Gavin Robert Suggett  
their duly authorised agent.

Alliance Trust (Finance) Limited  
Meadow House  
64 Reform Street  
Dundee DD1 1TJ

*Lyndon B. Bolton*  
Signed on their behalf by  
Lyndon Bolton  
their duly authorised agent.

---

Dated the 19 day of September 1989.

WITNESS to the above Signatures:-

Meadow House,  
64 Reform Street,  
DUNDEE DD1 1TJ.  
Company Secretary.

*Sheila M. Gates*

---



THE COMPANIES ACT 1985

---

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

ALLIANCE TRUST SAVINGS NOMINEES  
LIMITED

---

Incorporated in Scotland the  
day of 1989

DUNDAS & WILSON, C.S.,  
SOLICITORS,  
25 CHARLOTTE SQUARE,  
EDINBURGH, EH2 4EZ.  
(CO8:D5;DH.7,0183)

**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

To the Registrar of Companies

For official use

120563

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

Name of company

* Alliance Trust Savings Nominees Limited
---

\* Insert full name  
of company

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

Meadow House
64 Reform Street
Dundee
Postcode DD1 1TJ

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

X

Messrs Dundas & Wilson
25 Charlotte Square
Edinburgh
Postcode EH2 4EZ

Number of continuation sheets attached (see note 1)

3

Presentor's name address and  
reference (if any):Messrs Dundas & Wilson  
25 Charlotte Square  
EDINBURGH  
EH2 4EZ

INA/DH

For official Use  
General Section

Post room

27 SEP 1989

22 SEP 1989

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:

write in this margin

Name (note 3)		Business occupation	
Ronald Hadden		Investment Manager	
Previous name(s) (note 3)		Nationality	
		British	
Address (note 4)		Date of birth (where applicable)	
30 Collier Street, Carnoustie		(note 6)	
Tayside	Postcode	DD7 7AL	
Other directorships †			
Alliance Trust Savings Limited			
I consent to act as director of the company named on page 1			
Signature		Date 19/9/81	

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

Name (note 3)		Business occupation	
William Grant Lindsay		Investment Manager	
Previous name(s) (note 3)		Nationality	
		British	
Address (note 4)		Date of birth (where applicable)	
Moray Lodge, 27 Kirk Road		(note 6)	
Newport on Tay, Fife	Postcode	DD6 8JD	
Other directorships †			
Alliance Trust Savings Limited			
City Oil Exploration Limited			
I consent to act as director of the company named on page 1			
Signature		Date 19/9/81	

Name (note 3)		Business occupation	
Robin Neil Thomson		Computer Manager	
Previous name(s) (note 3)		Nationality	
		British	
Address (note 4)		Date of birth (where applicable)	
Balnuith Cottage, Tealing, by Dundee		(note 6)	
	Postcode	DD4 0RE	
Other directorships †			
Alliance Trust Savings Limited			
I consent to act as director of the company named on page 1			
Signature		Date 19/9/81	

do not  
to in  
margin

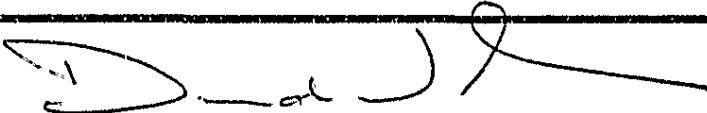
complete  
gibly, preferably  
black type, or  
old block lettering

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)		
Sheila Monica Gates		
Previous name(s) (note 3)		
Address (notes 4 & 7) 7a Fairfield Road, West Ferry, Dundee		
		Postcode DD5 1NX
I consent to act as secretary of the company named on page 1		
Signature <i>Sheila M. Gates</i>		Date 19 Sep 1989

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

	Date 19/9/89
Signature of agent on behalf of subscribers	

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	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

to not  
egin

# COMPANIES FORM No. 10 (cont.)

## Statement of first directors and secretary and intended situation of registered office (continuation)

complete  
y, preferably  
ck type, or  
block lettering

Continuation sheet No 1  
to Form No. 10

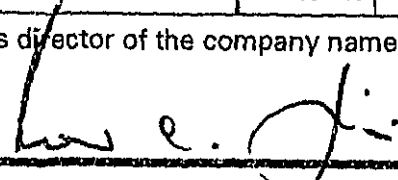
Company number

Name of company

ert full name  
company

\* Alliance Trust Savings Nominees Limited

### Particulars of other directors (continued)

Name (note 3)	Business Occupation
Robert Courtney Smith	Chairman
Previous name(s) (note 3)	Nationality
Address (note 4)	British
North Lodge, Dunkeld, Perthshire	Date of birth (where applicable) (note 6)
Postcode PH8 0AR	
I consent to act as director of the company named above (notes 9 and 10)	
Signature 	Date 15 Sept 1989

### Particulars of other directorships

The Alliance Trust PLC  
Alliance Trust (Finance) Limited  
Alliance Trust (Finance) No 4 Limited  
Alliance Trust (Finance) No 10 Limited  
Allsec Nominees Limited  
Alliance Trust Savings Limited  
Bank of Scotland  
British Alcan Aluminium plc  
Edinburgh Investment Trust plc  
Garland & Roger Holdings Limited  
Secdee Leasing Limited  
The Second Alliance Trust PLC  
Sidlaw Group plc  
Standard Life Assurance Co  
Volvo Trucks (Great Britain) Ltd  
Standard Life Trust Management Ltd  
Clydesdale Group Ltd  
Cutlers Gardens Estates Ltd  
Heritable Securities & Mortgage Investment Association Limited  
Standard Life Investment Funds Ltd  
Standard Life Pensions Fund Ltd  
Standard Life Trustee Co Ltd  
William Collins plc

iculare of other directorships (continued)

write in  
this margin

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

do not  
to in  
margin

COMPANIES FORM No. 10 (cont.)

**Statement of first directors and  
secretary and intended situation  
of registered office (continuation)**

Continuation sheet No 2  
to Form No. 10

Company number

ase complete  
gibly, preferably  
black type, or  
old block lettering

Name of company

\* Alliance Trust Savings Nominees Limited

\* Insert full name  
of company

Particulars of other directors (continued)

Name (note 3)

Lyndon Bolton

Previous name(s) (note 3)

Address (note 4)

Arrat's Mill, by Brechin, Angus, Tayside

Postcode

Business Occupation

Managing Director

Nationality

British

Date of birth (where applicable)  
(note 6)

I consent to act as director of the company named above (notes 9 and 10)

Signature

Date

19th September 1989

Particulars of other directorships

The Alliance Trust PLC  
Alliance Trust (Finance) Limited  
Alliance Trust (Finance) No 4 Limited  
Alliance Trust (Finance) No 10 Limited  
Allsec Nominees Limited  
Alliance Trust Savings Limited  
General Accident Fire & Life Assurance Corporation plc  
Secdee Leasing Limited  
The Second Alliance Trust PLC  
TSB Group PLC  
TSB Group Pension Trust Limited  
UDT Holdings Ltd  
UDT (Scotland) Ltd  
United Dominions Trust Ltd  
TSB Investment Management Ltd  
TSB Scotland plc

continued overleaf

Particulars of other directorships (continued)

Please do not  
write in  
this margin

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



**COMPANIES FORM No. 10 (cont.)**

**Statement of first directors and  
secretary and intended situation  
of registered office (continuation)**

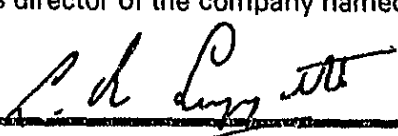
Continuation sheet No 3  
to Form No. 10

Company number

Name of company

\* Alliance Trust Savings Nominees Limited

**Particulars of other directors (continued)**

Name (note 3)		Business Occupation
Gavin Robert Suggett		Director
Previous name(s) (note 3)		Nationality
Address (note 4)		British
Mill of Forneth, by Blairgowrie, Perthshire		Date of birth (where applicable) (note 6)
Postcode	PH10 6SP	
I consent to act as director of the company named above (notes 9 and 10)		
Signature 		Date 19th September 1989

**Particulars of other directorships**

The Alliance Trust PLC  
Alliance Trust (Finance) Limited  
Alliance Trust (Finance) No 4 Limited  
Alliance Trust (Finance) No 10 Limited  
Allsec Nominees Limited  
Alliance Trust Savings Limited  
Secdee Leasing Limited  
The Second Alliance Trust PLC  
Park Place (Investments) Dundee PLC

Particulars of other directorships (continued)

Please do not  
write in  
this margin

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