

CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

Company Number

122481

I hereby certify that

LUVEN LIMITED

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

Signed at Edinburgh

22 JANUARY 1990

A handwritten signature in dark ink, appearing to be 'G. H. H. H.', written over a faint circular stamp.

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
(Address overleaf)

For official use

[] [] [] [] [] []

For official use

122481

Name of company

* LUVEN LIMITED

* insert full
name of Company

I, David Flint
of 152 Bath Street
Glasgow
G2 4TB

† delete as
appropriate

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 Glasgow

Declarant to sign below

the Eleventh day of January

One thousand nine hundred and ninety
before me Norman MacRobert

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

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

Norman MacRobert
152 Bath Street
Glasgow G2 4TB
122481/DB/88551.008

For official Use

New Companies Section

Post return

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

of

LUVEN LIMITED

- I. The Company's name is "LUVEN LIMITED".
- II. The Company's Registered Office is to be situated in Scotland.
- III. The objects for which the Company is established are:-
 - (1) — 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.
 - (2) To carry on any other businesses which can be advantageously or conveniently carried on by the Company by way of extension of or in connection with the above or are calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's property or rights.

- (3) To acquire, erect, construct, lay down, enlarge, alter, maintain, improve and from time to time renew, any docks, harbours, wharves, quays, railways, aerodromes, houses or other buildings, machinery, plant, roads and other works necessary or convenient for carrying on said trades and businesses and the purposes of the Company generally.
- (4) To apply for, purchase or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, privileges, concessions and licences, secret processes, trade marks, trade names, brands and copyrights and the like which may seem capable of being used for any of the purposes of the Company, and to use, exercise, develop, prolong and grant licences of the same.
- (5) To apply for or concur with others in applying for any Provisional Order, Act of Parliament, Licence of the Board of Trade or other authority for enabling the Company to carry out all or any of its objects or for any other purpose which may seem expedient, to subscribe to the expense of obtaining the same, and to oppose or subscribe to the expense of opposing any Provisional Order, Bill or any proceedings in Parliament or elsewhere which may seem directly or indirectly to affect prejudicially the Company's interests.

- (6) To purchase or otherwise acquire the whole or any part of the undertaking, property or assets of any company or person carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company, and as part of the consideration for such acquisition to undertake all or any part of the liabilities of such company or person.
- (7) To pay for any property or rights acquired by the Company in cash, by instalments, or in shares, stocks, debentures, debenture stocks or other securities, whether fully or partly paid up, of the Company, or partly in one mode and partly in another and generally on such terms as may be agreed upon.
- (8) To amalgamate or enter into partnership, or into any arrangement for sharing profits, co-operation, union of interest, reciprocal concession, joint adventure, mutual interest, or assistance or otherwise with any company or person carrying on any business or having any objects similar to or kindred with any of the businesses or objects of the Company and that in such manner and on such terms and conditions as may be found expedient.

(9) To subscribe for, take, or otherwise acquire and hold shares, stock, debentures, debenture stock or other securities of, or other interests in, any company having any objects similar to or kindred with any of the objects of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.

(10) Whether with or without the Company receiving any consideration to guarantee and give security for the payment of any principal moneys, premiums, interest and other moneys secured by or payable under securities or obligations of any company which is for the time being the Company's holding company or a subsidiary of the Company's holding company or any other company which may be promoted or established by the Company either alone or in conjunction with others or which may purchase or take over the whole or any part of the undertaking of the Company and to guarantee and give security for the payment of dividends and premiums on, and the repayment of the capital of, stocks and shares of all kinds and descriptions.

(11) To lend and advance money or give credit to any company or person and in particular to customers and others having dealings with the Company and on such terms as may be

thought fit and to guarantee and give security for the payment of any moneys or the performance of any contracts, liabilities or obligations of any company or person and to become liable or responsible for money and undertake obligations of every kind and description all upon such terms as may from time to time be considered desirable in the interests of the Company.

- (12) To borrow or raise money in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the undertaking, property or assets of the Company or any part thereof, including its uncalled capital, and also by a similar mortgage, charge or lien to secure any debt, liability or obligation of any holding or subsidiary company of the Company or of any other company or of any person.
- (13) To receive money on deposit or temporary loan upon such terms as may be thought fit.
- (14) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures, charter parties, bills of lading, and other negotiable or transferable documents.

- (15) To invest, or deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (16) To procure the Company to be registered or recognised in any part of the world outside the United Kingdom.
- (17) To establish or promote or concur in establishing or promoting any other company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem calculated to advance directly or indirectly the objects or interests of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire shares, stock, debentures, debenture stock or other securities of any such company.
- (18) To give or award pensions, annuities, gratuities, superannuation or other allowances or benefits, to any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any company which is the holding company of, or a subsidiary company of, or allied or associated with, the Company or any such holding company or subsidiary company, and to the wives, widows, children and other relatives and dependants of any such persons; to set up, establish, support and maintain pension, superannuation and other funds or

schemes (whether contributory or non-contributory) and to make payments towards insurance or other payments (either in connection with any such fund or scheme or otherwise) for the benefit of such persons or any of them or any class of them; to support or subscribe to any charitable funds or institutions the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its officers or employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees; and to subscribe or guarantee money for any — exhibition or for any public, general or useful object.

(19) To sell, feu, lease, exchange, mortgage or otherwise deal with or dispose of the whole or any part of the undertaking, property or assets of the Company, or any right over or interest in the same, for such consideration, and in such manner and upon such terms and subject to such conditions, as the Company may think fit, and in particular for shares, stocks, debentures, debenture stocks or other securities, whether fully or partly paid up, of any other company.

(20)-- To distribute any of the property of the Company among the Members in specie or kind.

- (21) To remunerate any company or person for services rendered or to be rendered in placing or procuring the subscription of, or otherwise assisting in the issue of, any shares, stock, debentures, debenture stock or other securities of the Company or of any company promoted by the Company.
- (22) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (23) To do all such other things as are incidental or conducive to the attainment of the aforesaid objects or any of them.

And it is hereby declared that in this Memorandum words denoting the singular number shall include the plural number and vice versa and the word "company", except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere and that the objects specified in each of the foregoing paragraphs of this Clause shall be regarded as independent objects and, accordingly, shall, except where otherwise expressed in such paragraphs, be in no wise limited or restricted by reference to or inference from any other paragraph.

IV. The liability of the Members is limited.

V. The Company's Share Capital is £100 divided into 100 shares of £1 each.

We, the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum of Association, and we agree to take the number of shares set opposite our respective names.

Names and Addresses of Subscribers	Number of Shares taken by each Subscriber
David Flint Solicitor 152 Bath Street GLASGOW G2 4TB	One
Ian Dickson Solicitor 152 Bath Street GLASGOW G2 4TB	One

Dated the 11th day of January 1990

WITNESS to the above Signatures:

Norman Maclean Martin
Solicitor
152 Bath Street
GLASGOW G2 4TB

COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

of

LUVEN LIMITED

PRELIMINARY

1. The Regulations contained in Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A"), in so far as not excluded, altered or modified by or inconsistent with the following Articles, shall apply to the Company and be deemed to be incorporated herein.

2. Regulations 5 and 94 to 98 inclusive of Table A shall not apply to the Company and are hereby expressly excluded. The following Regulations of Table A shall be modified:-

Regulation 18 so that there shall be added at the end of the first sentence thereof the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

Regulation 41 so that the words "if convened upon the requisition of members be dissolved; in any other case it shall" shall be inserted after the word "shall" where it first appears.

Regulation 46 so that in paragraph (b) the words "one member"

shall be substituted for the words "two members" and so that the word "or" at the end of paragraph (b) and the whole of the paragraphs (c) and (d) shall be held to be delete.

Regulation 82 so that there shall be added at the end thereof the words "Such remuneration shall be divided amongst them as they shall agree and failing agreement equally".

Unless otherwise required by the context of these Articles and Table A, in so far as not excluded and as modified in terms of this Article, words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

BUSINESS

3. Any branch or kind of business which, by the Memorandum of Association of the Company or these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time as they shall think fit, and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

SHARES

4. Subject to Articles 5 and 6 hereof, the shares shall be under the control of the Directors who may allot, grant options over or

otherwise dispose of them to such persons at such times and upon such terms and conditions as the Directors may determine but so that no shares shall be issued at a discount.

5. Subject to Article 6 hereof, the Directors pursuant to the provisions of Section 80 of the Companies Act 1985 ("the Act") shall have authority generally and unconditionally to allot relevant securities within the meaning of such Section up to an aggregate nominal amount equal to the authorised share capital of the Company on its incorporation at any time or times during the period of five years from the date of its incorporation.

6. Unless otherwise determined from time to time by the Company in General Meeting any unissued shares in the capital for the time being of the Company after the first allotment of shares shall be offered in the first instance to all Members for the time being of the Company in proportion to the nominal amounts of the shares in the capital of the Company held by them respectively. Such offer shall be made by notice specifying the number of shares for which such Members respectively are entitled to subscribe and limiting a time (not being less than fourteen days from the date of the notice) within which the offer, if not accepted, shall be deemed to be declined and, after the expiration of such time or on receipt of an intimation from any Member to whom such notice may have been given that he declines to accept the shares offered, the Directors may dispose of such shares as they may think

fit. In the event of any difficulty arising by reason of an offer of shares as aforesaid involving fractions of shares the Directors may settle the same as they think expedient and in particular they may ignore fractions altogether or may dispose of the shares represented by such fractions as they may think fit and distribute the net proceeds thereof among the Members entitled to the same rateably in accordance with the rights and interests of such Members. Pursuant to Section 91(1) of the Act, the application to the Company of Sections 89(1) and 90(1) to (6) shall be excluded.

7. The Company shall not be bound to recognise but shall be entitled to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in the case of transmission thereof as are mentioned in Table A.

8. The Directors shall not be entitled to decline to register the Executors, Administrators or Trustees of a deceased Member as holders

of the shares held by such deceased Member, and Regulation 30 of Table A shall be modified accordingly.

TRANSFER OF SHARES

9. All transfers of shares of the Company shall be subject to the approval and sanction of the Directors and the Directors may in their absolute discretion and without assigning any reason therefor refuse to register any transfer of any share, and the right to transfer the shares of the Company is restricted accordingly.

10. (a) If any Member or other person entitled be desirous of selling or transferring all or any of his shares in the capital of the Company he (hereinafter called "the Proposing Transferor") shall give notice in writing (hereinafter called a "Transfer Notice") to the Company stating the number of shares to be sold or transferred. Such notice shall constitute the Directors his Agents for the sale of such shares to any person or persons including themselves or any of them at their fair value as at the date of receipt of the Transfer Notice as shall be agreed between the Proposing Transferor and the Directors or, failing agreement within a period of 21 days after the date of receipt of the Transfer Notice, as shall be fixed by the Auditor for the time being of the Company acting as an expert and not as an arbiter and the Certificate of the Auditor as to the fair value shall be final and binding on all parties. A Transfer Notice shall not be revocable except with the sanction of the Directors.

(b) With a view to finding a purchaser for the shares comprised in a Transfer Notice the Directors shall offer such shares at the fair value as agreed or fixed as aforesaid to the persons then holding the remaining shares in the capital of the Company as nearly as may be in proportion to their respective holdings of shares in the capital of the Company and shall limit the time within which such offer if not accepted in whole or in part shall be deemed to be declined, and shall notify such persons that any such person who desires to purchase shares in excess of his said proportion shall in his reply state how many additional shares he desires to purchase at the fair value as agreed or fixed as aforesaid, and if all such persons do not accept their said proportions in full the unaccepted shares shall be used for satisfying the said claims for additional shares. If there shall be insufficient of the said unaccepted shares to satisfy in full all such claims for additional shares the said unaccepted shares shall be distributed amongst the persons making such claims as nearly as may be in proportion to their said respective holdings of shares in the capital of the Company, provided that no person shall be bound to take more additional shares than those he shall have offered to purchase. The Directors shall make such arrangements as regards the finding of a purchaser for any shares not accepted or claimed as aforesaid within the time so limited as they shall think just and reasonable.

(c) If the Directors within the space of three calendar months after receipt of a Transfer Notice find any person or persons as

aforesaid willing to purchase the shares comprised in such Transfer Notice or any of them and give notice in writing thereof to the Proposing Transferor he shall be bound, upon payment of the fair value as agreed or fixed as aforesaid, to transfer such shares to the purchaser or purchasers thereof who shall be bound to complete the purchase within fourteen days from the service of such last mentioned notice.

(d) If in any case the Proposing Transferor, after having become bound as aforesaid, makes default in transferring any shares to a purchaser thereof, the Directors shall be entitled to receive the purchase money, to cause a transfer to be executed for and on behalf of the Proposing Transferor, to cause the name of the purchaser to be entered in the Register of Members as the holder of the shares, and to hold the ~~purchase~~ purchase money in trust for the Proposing Transferor. The Receipt of the Directors for the purchase money shall be a good discharge to the purchaser and after the purchaser's name has been entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

(e) If the Directors shall not within the space of three calendar months after receipt of a Transfer Notice find a purchaser or purchasers for all the shares comprised in such Transfer Notice or shall fail for any reason to give notice to the Proposing Transferor in terms of Paragraph (c) hereof or if a purchaser shall fail to complete his purchase within the time limit laid down in the said paragraph, the Proposing Transferor shall at any time within three calendar months thereafter, be entitled either (i) to dispose of the

shares or those not purchased as the case may be (provided that in the case of a sale the price bona fide paid for the shares shall not be less than the fair value as agreed or fixed as aforesaid) or (ii) if the Transfer Notice given by the Proposing Transferor relates to all the shares held by him in the capital of the Company to require that the Company be wound up forthwith. In the event of the Proposing Transferor exercising the first alternative and upon a sale or transfer being effected the Transferee shall be entitled to present the transfer in his favour and, subject to the provisions of Article 9 hereof, have himself registered as a Member accordingly. In the event of the Proposing Transferor being entitled to do so and exercising the second alternative he shall within the said period of three calendar months give notice in writing to the Company requiring that the Company be wound up forthwith and upon receipt of such notice all the Directors and Members shall be bound to exercise all rights competent to them respectively to this end.

DIRECTORS

11. A Director who is not a Member of the Company shall not be entitled to vote at General Meetings of the Company but shall be entitled to receive notice of all such Meetings and to attend and speak at the same.

12. A Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and shall be taken into account in reckoning the quorum present at the meeting when such contract or arrangement is under consideration.

BORROWING POWERS

13. The Directors may exercise all the powers of the Company to

borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to Section 80 of the Act, 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.

SECRECY

14. No Member, or General or other Meeting of Members, shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process, or which may relate to the conduct of the business of the Company, and which in the opinion of the Directors it would be inexpedient in the interest of the Company to communicate to the public.

Names and Addresses of Subscribers

David Flint
Solicitor
152 Bath Street
Glasgow G2 4TB

Ian Dickson
Solicitor
152 Bath Street
Glasgow G2 4TB

Dated the 11th day of January 1990.

WITNESS to the above signatures:

Norman Maclean Martin
Solicitor
152 Bath Street
Glasgow G2 4TB

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES of ASSOCIATION

of

LUVEN LIMITED

Incorporated

MACROBERTS,
Solicitors,
Glasgow.
LSS/DF/FR/&R551008
[CPYX:MAC411.MEM]

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
(Address overleaf - Note 8)

For official use

122481

* insert full name
of company

Name of company

* LUVEN LIMITED

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

152 Bath Street
Glasgow

Postcode G2 4TB

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)

☐

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

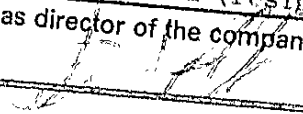
Messrs MacRoberts
Solicitors,
152 Bath Street
Glasgow G2 4TB
100/DF/JR/&R951.008

For official Use
General Section

Post room

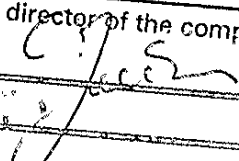
15

Directors of the company (note 2) are as follows:

Name (note 3) David Plant		Business occupation Solicitor
Previous name(s) (note 3) None		Nationality British
Address (note 4) 152 Bath Street Glasgow		
Postcode G2 4TB		Date of birth (where applicable) (note 6) N/A
Other directorships † Bremner plc (resigned 17.10.89) Flying Freehold Ltd; Treborcam Properties Ltd; The Shareholding and Investment Trust Ltd; Kirkspair Ltd; Chesnor (Scotland) Ltd (resigned 17.4.89)		
I consent to act as director of the company named on page 1		
Signature 		Date 11th January 1990

Please write in this margin

† enter particulars of other directorships held or proposed if this space is insufficient for continuation

Name (note 3) Ian Dickson		Business occupation Solicitor
Previous name(s) (note 3) None		Nationality British
Address (note 4) 152 Bath Street Glasgow		
Postcode G2 4TB		Date of birth (where applicable) (note 6) N/A
Other directorships † Johnston Press plc; The Shareholding and Investment Trust Ltd		
I consent to act as director of the company named on page 1		
Signature 		Date 11th January 1990

Name (note 3)		Business occupation
Previous name(s) (note 3)		Nationality
Address (note 4)		
Postcode		Date of birth (where applicable) (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 space

Please complete
legibly, preferably
in black type, or
bold black 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) David Flint

Previous name(s) (note 3) None

Address (notes 4 & 7) 152 Bath Street
Glasgow

Postcode G2 4TB

I consent to act as secretary of the company named on page 1

Signature

Date 11th January 1990

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

Date 09/01/90

Signed

Date 11/1/90

Signed

Date

Signed

Date

Signed

Date

Signed

Date