



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number

147178

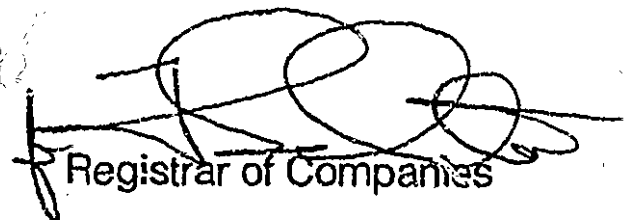
The Registrar of Companies for Scotland hereby certifies that

PACIFIC SHELF 553 LIMITED

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

Given at Companies House, Edinburgh, the

27 OCTOBER 1993


Registrar of Companies



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

Please do not
write in
this margin

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

To the Registrar of Companies

For official use

For official use

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

1111

147178

Name of company

Insert full
name of Company

PACIFIC SHELF 553 LIMITED

I, ANDREW COCKBURN, signing on behalf

of MD DIRECTORS LIMITED

PACIFIC HOUSE, 70 WELLINGTON STREET

GLASGOW G2 6SB

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 11, SHIP STREET

Declared and sign below

BRECON,

POWYS

20th October 1993

before me

Solicitor having the powers conferred on a Commissioner for Oaths.

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

Oswalds of Edinburgh Ltd
Registration Agents
24 Great King Street
EDINBURGH
EH3 6QN

For official use

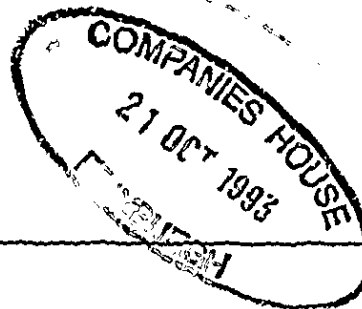
New Companies Section

COMPANIES HOUSE
21 OCT 1993
EDINBURGH

Post room

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
COMPANY NUMBER

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
PACIFIC SHELF 553 LIMITED
(Incorporated)



OSWALDS OF EDINBURGH	McGRIGOR DONALD	OSWALDS OF EDINBURGH
24 GREAT KING STREET	Pacific House	24 GREAT KING STREET
EDINBURGH	70 Wellington Street	EDINBURGH
EH3 6QN	Glasgow G2 6SB	EH3 6QN
PHONE: 031 557 6966		PHONE: 031 557 6966

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

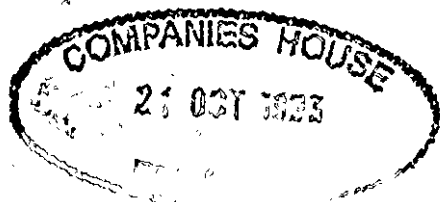


MEMORANDUM OF ASSOCIATION

of

PACIFIC SHELF 553 LIMITED

1. The Company's name is "PACIFIC SHELF 553 LIMITED"
2. The Company's registered office is to be situated in Scotland.
3. The Company's objects are:-
 - 3.1 (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 promote the interests of any company which is for the time being a subsidiary, holding company or subsidiary of any holding company of the Company or any undertaking which is for the time being a subsidiary undertaking of the Company or of any holding company of the Company in any manner whatever and, in particular, by paying or discharging the liabilities thereof or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities and by giving any security or charge for any such indemnity or guarantee or for the payment of money or performance of obligations by any such company or undertaking as aforesaid, either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests as aforesaid to the intent that the promotion of the interests of any such company or undertaking as aforesaid shall be an object and not a power of the Company;
- 3.2 to manufacture, develop, process, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances, articles, services and material (tangible or intangible) of any kind;



- 3.3 to purchase, feu, take on lease, hire or otherwise acquire, and to sell, let or otherwise dispose of in whole or in part, any lands, interests in lands, buildings, plant and machinery, stock-in-trade, business concerns and any other heritable or moveable, real or personal property and to construct, alter, demolish, manage and maintain any of the foregoing;
- 3.4 to borrow or raise money or accept money on deposit and to secure the payment of money or the observance of obligations in such manner as the Directors shall think fit and for such purposes as to mortgage or otherwise charge in any manner whatsoever permitted in any jurisdiction in which the Company has assets or carries on business and in particular by way of fixed charge or floating charge over the whole or part of the undertaking and all or any of the property and assets (both present and future), and the uncalled capital of the Company and to create, issue and accept securities;
- 3.5 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in promissory notes, bills of exchange, shipping documents, documentary credits and other negotiable or transferable instruments and to buy, sell and deal in currencies, commodities, options, traded options (financial or commodity) and other financial instruments;
- 3.6 to lend or advance money or give credit to such persons and companies and on such terms (including as to security) as may be thought fit and to deposit money with any bank, deposit taker or other financial organisation;
- 3.7 to guarantee and/or give security for the payment of money by, or the performance of contracts and obligations by, or the payment or repayment of principal, interest, dividends and premiums on, and any other monies due in respect of, securities or obligations by, the Company or by any other person or company, including any company which shall at the time be the holding company of the Company or another subsidiary of such holding company or a subsidiary of the Company and any undertaking which shall at the time be a subsidiary undertaking of the Company or of any holding company of the Company or of any subsidiary of the Company or any holding company of the Company notwithstanding the fact that the Company may not receive any consideration or benefit from entering into any such guarantee or security;
- 3.8 to invest and deal with the funds of the Company not immediately required in such investments or securities and in such manner as may from time to time be determined by the Directors;
- 3.9 to subscribe for, underwrite, purchase or otherwise

acquire securities of any company, fund or trust and to deal with and dispose of the same;

- 3.10 to acquire and hold all or any part of the undertaking, property, business or assets of any person or company, to undertake, whether as part of the consideration for such acquisition or otherwise, all or any of the liabilities of such person or company and to deal with and dispose of all or any of the foregoing as the Directors may consider appropriate;
- 3.11 to amalgamate or enter into partnership or joint venture or profit and/or loss sharing arrangement with any person or company;
- 3.12 to make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire and protect, prolong, renew, experiment upon, test and improve in any part of the world any inventions, patents, patent rights, brevets d'invention, trade marks, service marks, trade or brand names, designs, industrial designs, copyright, moral rights, licences, concessions, protections or similar rights which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money thereon;
- 3.13 to insure against losses, damages, risks and liabilities of all kinds which may affect the Company and to purchase and maintain for any officer of the Company or the auditors of the Company insurance against any liability as is mentioned in section 310 of the Companies Act 1985;
- 3.14 to issue and allot securities of the Company for cash or in payment or part payment for any property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount or for any other purpose;
- 3.15 to pay out of funds of the Company all expenses which the Company may lawfully pay of, or incidental to, the formation and registration of or the raising of money for the Company or the issue of any securities, or the application to any recognised investment exchange for listing for, or dealing in, any or all of its securities, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of securities or rights of the Company;
- 3.16 to grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company

which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the Directors of the Company consider have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes (including in particular but without detracting from the generality of the foregoing any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company or of any other company, or in any debenture or security of any corporation or company (including the Company) and including the provision of financial assistance as described in section 153(4)(b) and (bb) of the Companies Act 1985) or any associations, institutions, clubs or schools, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons or the Company or its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the Company or its members or for any national, charitable, benevolent, educational, social, public, general useful object;

- 3.17 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;
- 3.18 to promote or establish or concur in promoting or establishing any other company for the purpose of purchasing or taking over all or any of the properties, rights and liabilities of the Company or carrying on any business or operations which the Company is authorised to carry on or for any other purpose which may, directly or indirectly, benefit or advance the objects or interests of the Company and to acquire and hold as investments of the Company or otherwise deal with as may be considered fit any securities of any such company;
- 3.19 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;
- 3.20 to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, 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;

- 3.21 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, subsidiaries or otherwise;
- 3.22 to carry on any other activity and do anything of any nature which may seem to the Directors capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company;
- 3.23 to exercise all powers which would be available to the Company under section 3A of the Companies Act 1985 if its object was to carry on business as a general commercial company;
- 3.24 to do all such things as in the opinion of the Directors are or may be incidental or conducive to the above objects or any of them;

And it is hereby declared that for the purposes of this Clause:

- (a) the word "company" in this clause shall (except where referring) to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;
- (b) "Directors" shall mean the directors of the Company from time to time;
- (c) "associated companies" shall mean any two or more companies if one has control of the other or others, or any person has control of both or all of them;
- (d) "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation;
- (e) "and" and "or" shall mean "and/or";
- (f) "other" and "otherwise" shall not be construed eiusdem generis where a wider construction is not possible;
- (g) words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and vice versa; and
- (h) the objects specified in each paragraph of this clause

shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company or the order in which such objects are stated, 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 and independent company.

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

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

NAMES AND ADDRESSES OF SUBSCRIBERS

NUMBER OF SHARES TAKEN
BY EACH SUBSCRIBER

MD DIRECTORS LIMITED
Pacific House
70 Wellington Street
Glasgow G2 6SB

-1-

A. C. C. C.

MD SECRETARIES LIMITED
Pacific House
70 Wellington Street
Glasgow G2 6SB

-1-

A. C. C. C.

Total Shares Taken

-2-

Dated 20th October 1983

Witness to the above signatures:-

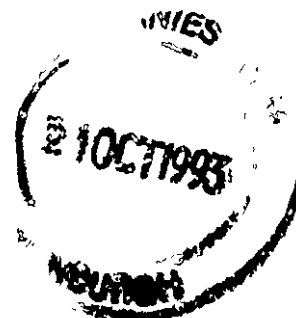
Sheena Connor
24 Great King Street
Edinburgh EH3 6QN

Company Registration Agent

Sheena Connor

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
PACIFIC SHELF 553 LIMITED



PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 ("Table A") so far as not excluded or modified by the following Articles shall apply to the Company.
2. Regulations 5, 8, 33, 64, 73 to 75 inclusive, 80, 94, 95 and 118 of Table A shall not apply to the Company and the following Regulations thereof shall be modified:-

Regulation 6 by the deletion of the words "sealed with the seal" and the substitution of the words "executed in terms of section 36B of the Act";

Regulation 24 by the addition of the words "(in their absolute discretion and without assigning any reason therefor)" between the words "may" and "refuse" and the deletion of the words "which is not" and the substitution of the words "whether or not it is";

Regulation 32 by the deletion of paragraph (a) and the consequential re-lettering of the subsequent paragraphs and the addition to the original paragraph (b) of the words "but so that any such consolidation and/or division shall not result in any member being entitled to fractions of a share";

Regulation 40 by the addition at the end of the second sentence of the words "provided that if the Company shall have only one member, one member present in person or by proxy shall be a quorum";

Regulation 46 by the deletion of paragraphs (a) to (d) inclusive and the substitution of the words "by the chairman or by any person present entitled to vote upon the business to be transacted";

Regulation 54 by the addition of the words "or by proxy" between the words "vote," and "shall" and the words "fully paid" between the words "every" and "share";

Regulation 66 by the addition of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)" between the words "shall" and "be";

Regulation 67 by the deletion of the words from "but" until the end;

Regulation 72 by the addition of the words "Any committee shall have power, unless the Directors direct otherwise, to co-opt as a member or members of the committee for any specific purposes any person, or persons, not being a Director of the Company." at the end;

Regulation 76 by the deletion of the words "other than a director retiring by rotation", "or reappointed" and "or reappointment," each time they appear;

Regulation 77 by the deletion of the words "(other than a director retiring by rotation at the meeting)", "or reappointment" and "or reappointed" each time they appear;

Regulation 78 by the deletion of the words "and may also determine the rotation in which any additional directors are to retire";

Regulation 79 by the deletion of the second and third sentences;

Regulation 82 by the addition of the words "by way of Directors' fees" shall be inserted between the words "remuneration" and "as";

Regulation 84 by the addition of the words "Unless the contrary shall be provided in the terms of his appointment" at the beginning of the third sentence and the deletion of the fourth sentence;

Regulation 85(c) by the addition of the words ", subject to the terms of any contract of employment between the Company and the Director," between the words "shall" and "not"; and

Regulation 115 by the deletion of the number "48" and the substitution of the number "24".

Unless otherwise required by the context of the Articles, words or expressions which are defined in Table A shall have the same meaning in the Articles.

Unless otherwise required by the context of the Articles, words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and vice versa.

SHARE CAPITAL

- 3.1 The Directors are generally and unconditionally authorised to allot relevant securities (within the meaning of section 80(2) of the Act) on such terms and at such time or times as they may in their discretion think fit; provided that:-
- (a) the maximum nominal amount of relevant securities to be allotted in pursuance of such authority shall be the aggregate nominal amount of the unissued shares in the capital of the Company from time to time while this authority is in force; and
 - (b) this authority shall expire, unless sooner revoked or altered by the Company in general meeting, on the expiry of the period of five years from the date of incorporation of the Company provided that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.
- 3.2 Section 89(1) of the Act shall not apply to any allotment of shares in the Company.
- 3.3 The Company may by Special Resolution increase its share capital by new shares of such amount as the resolution prescribes.
4. The Company shall be entitled, but shall not be bound, 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 express, 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 holders of such shares as if they were the absolute owners thereof. For the purposes of this Article, "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the holder thereof for the time being or such other rights in case of transmission thereof as are mentioned in Table A.

LIEN

5. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person whether as a member or not and whether such moneys are presently payable or not. The Directors

may at any time declare any share to be wholly or partly exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends and other payments or distributions payable or distributable thereon or in respect thereof.

ISSUE OF SHARES

6.1 Except with the consent in writing of all the holders of the fully paid shares of the Company, any shares in the capital of the Company which are from time to time unissued shall, before issue, be offered by the Directors in the first instance to all holders of fully paid shares of the Company at the date of the offer. Every such offer shall be in writing, shall be in identical terms for each holder, shall state the number of the shares to be issued, the terms of issue, the aggregate number of shares in issue in the capital of the Company (differentiating between fully paid and partly or nil paid shares), the number of shares held by the holder to whom the offer is addressed (differentiating between fully paid and partly or nil paid shares) and shall be subject to the following conditions, which shall be incorporated in such offer:-

- (a) that any acceptance thereof (which may be as regards all or any of the shares offered) shall be in writing and be delivered to the office within a period of 14 days from the date of service of the said offer;
- (b) that in the event of the aggregate number of shares accepted exceeding the number of shares included in such offer, the holders accepting shall be entitled to receive, and bound to accept, an allocation of either the number of shares accepted by them respectively or a proportionate number of the shares offered according to the proportion which the number of fully paid shares held by the accepting holder bears to the aggregate number of fully paid shares held by all the accepting holders at the date of the offer, whichever number be less; and
- (c) that any holders to whom such offer shall have been made and whose requirements shall not have been fully met by such allocation shall further be entitled to receive, and bound to accept, an allocation among them of any surplus shares in proportion, as nearly as may be, to the number of shares accepted by them respectively in excess of the number of shares to which they may respectively be entitled on the first allocation thereof as aforesaid.

The regulations regarding the service of notices contained in Table A shall apply to any offers made by the Directors in terms of this Article.

6.2 If any such offer shall not be accepted in full, the

Directors may within three months after the date of such offer dispose of any shares comprised therein and not accepted as aforesaid to such person or persons as they may think fit but only at the same price and upon the same terms as to payment, if any, as were specified in such offer.

NUMBER OF DIRECTORS

7. The number of Directors (other than alternate Directors) shall not be subject to any maximum or minimum. In the event of there being a sole Director the Articles shall be construed accordingly.

POWERS OF DIRECTORS

8. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the company in such manner as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company.

PROCEEDINGS OF DIRECTORS

9. A Director may as a Director vote and be counted as one of a quorum upon a motion in respect of any contract, matter or arrangement which he shall make with the Company or in which he shall be in any way interested provided that he shall first have disclosed the nature of his interest to the Directors.
10. Any Director (including an alternate Director), or member of a committee of the Directors, may participate in a meeting of the Directors, or such committee, by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

SPECIAL ARTICLE

11. If a poll be demanded on any resolution to delete or amend or affect the import of the provisions of Article 6 or this Article, then any member voting against such resolution shall have on a poll four times the number of votes of all the other members and Regulation 54 of Table A shall be modified accordingly.

INDEMNITY

12. Subject to the provisions of the Act, every Director or other officer of the company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur:-

(a) in defending any proceedings, whether civil or criminal, in which decree is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty in his part; or

(b) in connection with any application under section 144(3) or (4) or section 727 of the Act in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

MD DIRECTORS LIMITED
Pacific House
70 Wellington Street
Glasgow G2 6SB

H. Cochrane

MD SECRETARIES LIMITED
Pacific House
70 Wellington Street
Glasgow G2 6SB

A. Cochrane

Dated 20th October 1993

Witness to the above signatures:-

Sheena Connor
24 Great King Street
Edinburgh EH3 6QN

Company Registration Agent

Sheena Connor

Printed and supplied by

Jordans

Jordan & Sons Limited

21 St. Thomas Street, Bristol BS1 6JS
Tel: 0272 230600 Telex 449119

CHA108

10

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

This form should be completed in block.

Company name (in full)

CH

147178

For official use ☐

PACIFIC SHELF 553 LIMITED

Registered office of the company on
incorporation.

NO 24 GREAT KING STREET

Post town EDINBURGH

County/Region

Postcode EH3 6QN

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

X

Name OSWALDS OF EDINBURGH LIMITED

RA 24 GREAT KING STREET

Post town EDINBURGH

County/Region

Postcode EH3 6QN

COMPANIES HOUSE
21 OCT 1995

Number of continuation sheets attached ☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

OSWALDS OF EDINBURGH LIMITED

24 GREAT KING STREET

EDINBURGH

Postcode EH3 6QN

Telephone 031 557 6966

Extension 125


Company Secretary (See pages 1-5)

Name *Style/Title
 Forenames
 Surname
 *Honours etc
 Previous forenames
 Previous surname

Address

Usual residential address must be given.
 In the case of a corporation, give the
 registered or principal office address.

Consent signature

<input type="checkbox"/> CS	<input type="text"/>
	N/A
	MD SECRETARIES LIMITED
	N/A
	N/A
	N/A
<input type="checkbox"/> AD	PACIFIC HOUSE
	70 WELLINGTON STREET
	Post town GLASGOW
	County/Region
	Postcode G2 6SB Country SCOTLAND
I consent to act as secretary of the company named on page 1	
Signed 	(Authorised Signatory) 20.10.93

Directors (See pages 1-5)

Please list directors in alphabetical order.

Name *Style/Title
 Forenames
 Surname
 *Honours etc
 Previous forenames
 Previous surname

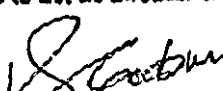
Address

Usual residential address must be given.
 In the case of a corporation, give the
 registered or principal office address.

Date of birth
 Business occupation
 Other directorships

* Voluntary details

Consent signature

<input type="checkbox"/> CD	<input type="text"/>
	N/A
	MD DIRECTORS LIMITED
	N/A
	N/A
	N/A
<input type="checkbox"/> AD	PACIFIC HOUSE
	70 WELLINGTON STREET
	Post town GLASGOW
	County/Region
	Postcode G2 6SB Country SCOTLAND
<input type="checkbox"/> DO	013 016 817
	Nationality MA SCOTTISH
<input type="checkbox"/> OC	COMPANY REGISTRATION AGENT
<input type="checkbox"/> OD	NONE
I consent to act as director of the company named on page 1	
Signed 	(Authorised Signatory) Date 20.10.93

Delete if the form
 is signed by the
 subscribers.



Signature of agent on behalf of all subscribers Date

20.10.93

32 on 5/5

A5

PACIFIC SHELF 553 LIMITED
(Incorporated in Scotland No.147178)



Registered Office:

24 Great King Street,
Edinburgh.



We, the persons whose names and addresses are listed below, being all the members of Pacific Shelf 553 Limited ("the Company") hereby resolve that the following resolutions be passed as special resolutions of the Company with effect from the last date of execution hereof:-

1. Change of name

That the name of the Company be changed to The McCartney Group Limited.

2. Alteration of objects

That the provisions of the Memorandum of Association of the Company with respect to its objects be and are hereby altered by deleting paragraph 3.1 of clause 3 of such Memorandum and by substituting therefor the following new paragraph:-

- "(i) To act or carry on business of a holding company of a group of companies and to control and co-ordinate the administration and operation of any companies for the time being directly or indirectly controlled by the Company;
- (ii) To provide for the interest of any company which is for the time being the subsidiary, holding company or subsidiary of any

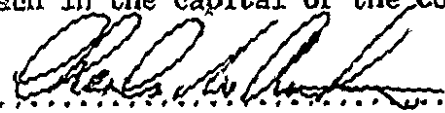
holding company of the Company in any manner whatever and in particular by paying or discharging the liabilities thereof or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities and by giving any security or charge for any such indemnity or guarantee or for the payment of money or performance of obligation by any such company as aforesaid, either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests as aforesaid to the intent that the promotion of the interests of any such Company as aforesaid shall be an object and not a power of the Company;"

3. Adoption of Articles

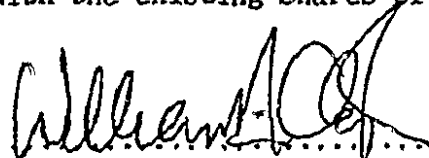
That the regulations contained in the document annexed hereto and for the purposes of identification signed as relative to this Resolution be and are hereby approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

4. Increase of capital

That the authorised share capital of the Company be and is hereby increased from £1,000 to £150,000 divided into 150,000 Shares of £1 each by the creation of an additional 149,000 Shares of £1 each ranking pari passu in all respects with the existing Shares of £1 each in the capital of the Company.


.....
C. W. Aitken
22 Airthrey Avenue
Glasgow

26 March 1994


.....
W. A. Clark
Carse of South Coldoch Farmhouse
Blairdrummond
Stirling

21 March 1994

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 147178

The Registrar of Companies for Scotland hereby certifies that

PACIFIC SHELF 553 LIMITED

having by special resolution changed its name, is now incorporated
under the name of

The McCartney Group Limited

Given at Companies House, Edinburgh, the 5th April 1994


Registrar Of Companies



C O M P A N I E S H O U S E

G**COMPANIES FORM No. 224****224****Notice of accounting reference date**
(to be delivered within 9 months of incorporation)Please do not
write in
this margin.Pursuant to section 224 of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989Please complete
legibly, preferably
in black type, or
bold block lettering.To the Registrar of Companies
(Address overleaf)

Company number

147178

*Insert full name
of company.

Name of company

* PACIFIC SHELF 553 LIMITED

gives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:**important**
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3 1 0 3

5 April
Day Month

0 5 0 4

30 June
Day Month

3 0 0 6

31 December
Day Month

3 1 1 2

Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver (Scotland)
as appropriate.Signed *B. B. B. B.* Designation *Secretary* Date *21 3 94*Presentor's name address telephone
number and reference (if any):McGRIGOR DONALD
PACIFIC HOUSE
70 WELLINGTON STREET
GLASGOW
G2 6SBTEL: 041 248 6677
REF: MXM/RMMFor official use
D.E.B.

Post room

7 APR 1994

EDINBURGH

147178

B7

AGREEMENT

between

PACIFIC SHELF 553 LIMITED

and

NANCY W. CLARK AND OTHERS



Agreement for the sale of the whole
of the issued share capital of
The McCartney Group Limited

Glasgow, *5th April*... 1994...

CERTIFIED A TRUE COPY

M. V. Longman
Solicitors, 70 Wellington Street,
Glasgow G2 6SB

McGrigor Donald
Solicitors
Pacific House
70 Wellington Street,
GLASGOW, G2 6SB.

A large, stylized handwritten signature or set of initials, possibly "MCD", written in dark ink.

AGREEMENT

between

PACIFIC SHELF 553 LIMITED,
incorporated under the Companies
Acts with number 147178 and
having its registered office at
24 Great King Street, Edinburgh
("the Purchaser")

and

The persons whose names and
addresses are set out in Columns
1 and 2 of the Schedule ("the
Vendors")

WHEREAS

- (1) The McCartney Group Limited, incorporated under the Companies Acts with registered number 25313 and having its Registered Office at 8 Lawmoor Place, Dixon's Blazes Industrial Estate, Glasgow G5 0XW ("the Company") has an authorised share capital of £150,000 divided into 150,000 Ordinary Shares of £1 each of which 82,769 Ordinary Shares of £1 each have been issued and are fully paid.
- (2) The Vendors are the registered holders of the numbers of shares set out opposite their names in Column 3 of the Schedule.
- (3) The Purchaser has agreed to purchase and the Vendors have agreed to sell the whole of the issued share capital of the Company.

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

- (One) Each of the Vendors shall sell and the Purchaser shall purchase, with effect from Completion the number of shares set out opposite the name of each Vendor in Column 3 of the Schedule ("the Sale Shares");

- (Two) Each of the Vendors hereby waives any rights of pre-emption available to him in terms of the Company's Articles of Association or otherwise in relation to the sale of the Sale Shares;
- (Three) The date on which Completion shall occur will be the last date of execution of this Agreement;
- (Four) The Consideration payable for the Sale Shares shall be the allotment credited as fully paid to the Vendors of the number and classes of shares in the Purchaser set out opposite the name of each Vendor in Column 4 of the Schedule ("the Consideration Shares");
- (Five) The parties shall comply with the following obligations at Completion:-
- (a) The Vendors shall each deliver to the Purchaser a duly executed stock transfer form in favour of the Purchaser for the relevant number of Sale Shares owned by him;
 - (b) The Purchaser shall issue and deliver share certificates in respect of the Consideration Shares to the Vendors;
- (Six) (1) Each of the Vendors by their execution of this Agreement appoints the Purchaser to be his Attorney from and after Completion granting to the Purchaser full power on his behalf to exercise all voting and other related rights attaching to the Sale Shares sold by that Vendor including in particular, but without prejudice to the foregoing generality, power:-
- (a) to execute a form of proxy in favour of such person or persons as the Purchaser may think fit to attend and vote as that Vendor's proxy at any general meeting of the members, or separate class meeting of any class of

members, of the Company in respect of such Sale Shares in such manner as the Purchaser may decide;

- (b) to consent to the convening and holding of any such meeting and the passing of the resolutions to be submitted at any such meeting on short notice;
 - (c) to settle the terms of such resolutions and generally to procure that the Purchaser or its nominees are duly registered as the holders of all the Sale Shares.
- (2) Each Vendor hereby ratifies and confirms and hereby undertakes to ratify and confirm all and whatsoever the Purchaser shall lawfully do or cause to be done in pursuance of the power of attorney granted by this Clause (Six).
- (3) Each Vendor hereby declares that this power of attorney shall be irrevocable until the later of the date of registration of the transfer of the Sale Shares sold by the relevant Vendor in the books of the Company and the expiry of the period of three months from the Completion Date.

(Seven) This agreement shall be construed in all respects in accordance with the Law of Scotland.

SUBSCRIBED for and on behalf of
PACIFIC HOUSE 553 LIMITED
at Glasgow on 21st March
1994 by William Clark
and Charles Ashton being
Directors/
respectively a Director
and the Secretary

SIGNED by or on behalf of each of
the Vendors at Glasgow on
21st March 1994 in the
presence of:-

Witness *Richard A. Hughes*..
Full Name *Richard Maurice Alan Hughes*
Address *70 Wellington Street*..
Glasgow..
Occupation *Solicitor*.....

William Clark..
Charles Ashton..

William Clark..
Charles Ashton..
William Clark..
Charles Ashton..
Ian Cuthbertson..
William Clark..
William Clark..

Witness *Bennie*..
Full Name *John Bennie*..
Address *87 BATH ST*..
GLASGOW..
Occupation *CHARTERED*..
ACCOUNTANT..

William A. Clark
Charles W. Aitken

SCHEDULE

(1) Name	(2) Address	(3) Sale Shares	(4) Consideration Shares
Nancy W. Clark	Casa Fidra Aldea De Las Cuevas 203 Benidoleig Alicante SPAIN	4,909 Ordinary Shares of £1 each	4,909 Ordinary Shares of £1 each
Jack W. Aitken	27 Campsie View, Kirkintilloch, Glasgow	6,909 Ordinary Shares of £1 each	6,909 Ordinary Shares of £1 each
Eleanor J. Aitken	133B Crow Road, Glasgow	5,818 Ordinary Shares of £1 each	5,818 Ordinary Shares of £1 each
Charles W. Aitken	22 Airthrey Avenue, Glasgow	28,658 Ordinary Shares of £1 each	28,657 Ordinary Shares of £1 each
William A. Clark	Carse of South Coldoch Farmhouse, Blairdrummond, Stirling	20,150 <i>IC</i> <i>AK</i> Ordinary Shares of £1 each	20,149 <i>IC</i> <i>AK</i> Ordinary Shares of £1 each
Pacific House Nominees Limited	Pacific House, 70 Wellington Street, Glasgow	13,054 Ordinary Shares of £1 each	13,054 Ordinary Shares of £1 each
Mark S. Newall	9 Clos D'Atlantique, St. Bedlans, Jersey	1,636 Ordinary Shares of £1 each	1,636 Ordinary Shares of £1 each
Roderick Newall	9 Clos D'Atlantique, St. Bedlans, Jersey	1,636 Ordinary Shares of £1 each	1,636 Ordinary Shares of £1 each

Charles W. Aitken
Charles W. Aitken
Charles W. Aitken

William A. Clark
William A. Clark
William A. Clark
William A. Clark

Ian C. D. D. D.



COMPANIES FORM No. 123

Notice of increase in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

Insert full name
of company

The copy must be
printed or in some
other form approved
by the registrar

To the Registrar of Companies

For official use Company number

--	--	--	--	--	--

147178

Name of company

* PACIFIC SHELF 553 LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 21st March 1994 the nominal capital of the company has been
increased by £ 149,000 beyond the registered capital of £ 1,000.

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows: having the rights and privileges
and subject to the conditions set out in the Articles of Association
of the Company adopted on 21st March 1994.

Please tick here if
continued overleaf

☐

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

Signed B. Bunch-Ryan Designations Director Secretary 21.3.94

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

McGrigor Donald
Pacific House
70 Wellington Street
GLASGOW G2 6SB

MXM/RMM

For official use

General section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies G123

1987 Edition
487 BM

5017157

*

147178

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

PACIFIC SHELF 553 LIMITED



McGrigor Donald
Solicitors
Pacific House
70 Wellington Street
GLASGOW G2 6SB

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
of
PACIFIC SHELF 553 LIMITED

1. The Company's name is "PACIFIC SHELF 553 LIMITED".
2. The Company's registered office is to be situated in Scotland.
3. The Company's objects are:-
 - 3.1 (i) To act or carry on business of a holding company of a group of companies and to control and co-ordinate the administration and operation of any companies for the time being directly or indirectly controlled by the Company;
 - (ii) To provide for the interest of any company which is for the time being the subsidiary, holding company or subsidiary of any holding company of the Company in any manner whatever and in particular by paying or discharging the liabilities thereof or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities and by giving any security or charge for any such indemnity or guarantee or for the payment of money or performance of obligation by any such company as aforesaid, either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests as aforesaid to the intent that the promotion of the interests of any such Company as aforesaid shall be an object and not a power of the Company;

- 3.2 to manufacture, develop, process, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances, articles, services and material (tangible or intangible) of any kind;
- 3.3 to purchase, feu, take on lease, hire or otherwise acquire, and to sell, let or otherwise dispose of in whole or in part, any lands, interests in lands, buildings, plant and machinery, stock-in-trade, business concerns and any other heritable or moveable, real or personal property and to construct, alter, demolish, manage and maintain any of the foregoing;
- 3.4 to borrow or raise money or accept money on deposit and to secure the payment of money or the observance of obligations in such manner as the Directors shall think fit and for such purposes to mortgage or otherwise charge in any manner whatsoever permitted in any jurisdiction in which the Company has assets or carries on business and in particular by way of fixed charge or floating charge over the whole or part of the undertaking and all or any of the property and assets (both present and future), and the uncalled capital of the Company and to create, issue and accept securities;
- 3.5 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in promissory notes, bills of exchange, shipping documents, documentary credits and other negotiable or transferable instruments and to buy, sell and deal in currencies, commodities, options, traded options (financial or commodity) and other financial instruments;
- 3.6 to lend or advance money or give credit to such persons and companies and on such terms (including as to security) as may be

thought fit and to deposit money with any bank, deposit taker or other financial organisation;

- 3.7 to guarantee and/or give security for the payment of money by, or the performance of contracts and obligations by, or the payment or repayment of principal, interest, dividends and premiums on, and any other monies due in respect of, securities or obligations by, the Company or by any other person or company, including any company which shall at the time be the holding company of the Company or another subsidiary of such holding company or a subsidiary of the Company and any undertaking which shall at the time be a subsidiary undertaking of the Company or of any holding company of the Company or of any subsidiary of the Company or any holding company of the Company notwithstanding the fact that the Company may not receive any consideration or benefit from entering into any such guarantee or security;
- 3.8 to invest and deal with the funds of the Company not immediately required in such investments or securities and in such manner as may from time to time be determined by the Directors;
- 3.9 to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to deal with and dispose of the same;
- 3.10 to acquire and hold all or any part of the undertaking, property, business or assets of any person or company, to undertake, whether as part of the consideration for such acquisition or otherwise, all or any of the liabilities of such person or company and to deal with and dispose of all or any of the foregoing as the Directors may consider appropriate;

- 3.11 to amalgamate or enter into partnership or joint venture or profit and/or loss sharing arrangement with any person or company;
- 3.12 to make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire and protect, prolong, renew, experiment upon, test and improve in any part of the world any inventions, patents, patent rights, brevets d'invention, trade marks, service marks, trade or brand names, designs, industrial designs, copyright, moral rights, licences, concessions, protections or similar rights which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money thereon;
- 3.13 to insure against losses, damages, risks and liabilities of all kinds which may affect the Company and to purchase and maintain for any officer of the Company or the auditors of the Company insurance against any liability as is mentioned in section 310 of the Companies Act 1985;
- 3.14 to issue and allot securities of the Company for cash or in payment or part payment for any property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount or for any other purpose;
- 3.15 to pay out of funds of the Company all expenses which the Company may lawfully pay of, or incidental to, the formation and registration of or the raising of money for the Company or the issue of any securities, or the application to any recognised investment exchange for listing for, or dealing in, any or all of its securities, including brokerage and commissions for obtaining

applications for or taking, placing or underwriting or procuring the underwriting of securities or rights of the Company;

- 3.16 to grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the Directors of the Company consider have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes (including in particular but without detracting from the generality of the foregoing any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company or of any other company, or in any debenture or security of any corporation or company (including the Company) and including the provision of financial assistance as described in section 153(4)(b) and (bb) of the Companies Act 1985) or any associations, institutions, clubs or schools, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons or the Company or its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the Company or its members or for any national, charitable, benevolent, educational, social, public, general or useful object;

- 3.17 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;
- 3.18 to promote or establish or concur in promoting or establishing any other company for the purpose of purchasing or taking over all or any of the properties, rights and liabilities of the Company or carrying on any business or operations which the Company is authorised to carry on or for any other purpose which may, directly or indirectly, benefit or advance the objects or interests of the Company and to acquire and hold as investments of the Company or otherwise deal with as may be considered fit any securities of any such company;
- 3.19 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;
- 3.20 to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, 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;
- 3.21 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, subsidiaries or otherwise;
- 3.22 to carry on any other activity and do anything of any nature which may seem to the Directors capable of being conveniently carried on or done by the Company in connection with the above,

or may seem to the Company calculated directly or indirectly to benefit the Company;

3.23 to exercise all powers which would be available to the Company under section 3A of the Companies Act 1985 if its object was to carry on business as a general commercial company;

3.24 to do all such things as in the opinion of the Directors are or may be incidental or conducive to the above objects or any of them;

And it is hereby declared that for the purposes of this Clause:

- (a) the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;
- (b) "Directors" shall mean the directors of the Company from time to time;
- (c) "associated companies" shall mean any two or more companies if one has control of the other or others, or any person has control of both or all of them;
- (d) "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation;
- (e) "and" and "or" shall mean "and/or";

- (f) "other" and "otherwise" shall not be construed eiusdem generis where a wider construction is possible;
- (g) words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and vice versa; and
- (h) the objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company or the order in which such objects are stated, 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 and independent company.

- 4. The liability of the members is limited.
- 5. The Company's share capital is £1000 divided into 1000 Shares of £1 each.

Notes:

- (1) Clause 3.1 of the Memorandum of Association was amended by Written Resolution passed on 21st March, 1994.

- (2) Following the passing of a Written Resolution on 21st March 1994 the Company's share capital is £150,000 divided into 150,000 Shares of £1 each.

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
OF
PACIFIC SHELF 553 LIMITED

Charles McLeod 21/3/90

McGrigor Donald
Solicitors
Pacific House
70 Wellington Street
GLASGOW G2 6SB

THE COMPANIES ACTS 1985 AND 1989
P R I V A T E C O M P A N Y L I M I T E D B Y S H A R E S

NEW

ARTICLES OF ASSOCIATION

of

PACIFIC SHELF 553 LIMITED

(Adopted by Special Resolution passed on 21st March, 1994)

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 ("Table A") so far as not excluded or modified by the following Articles shall apply to the Company.
2. Regulations 5, 8, 33, 64, 94, 95 and 18 of Table A shall not apply to the Company and the following Regulations thereof shall be modified:-

Regulation 6 by the deletion of the words "sealed with the seal" and the substitution of the words "executed in terms of section 36B of the Act";

Regulation 32 by the addition to paragraph (b) of the words "but so that any such consolidation and/or division shall not result in any member becoming entitled to fractions of a share";

Regulation 40 by the addition at the end of the second sentence of the words "provided that if the Company shall have only one member, one member present in person or by proxy shall be a quorum";

Regulation 46 by the deletion of paragraphs (a) to (d) inclusive and the substitution of the words "by the chairman or by any person present entitled to vote upon the business to be transacted;"

Regulation 54 by the addition of the words "or by proxy" between the words "vote," and "shall" and the words "fully paid" between the words "every" and "share";

Regulation 66 by the addition of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)" between the words "shall" and "be";

Regulation 72 by the addition of the words "Any committee shall have power, unless the Directors direct otherwise, to co-opt as a member or members of the committee for any specific purpose any person, or persons, not being a Director of the Company." at the end;

Regulation 82 by the addition of the words "by way of Directors' fees" shall be inserted between the words "remuneration" and "as";

Regulation 84 by the addition of the words "Unless the contrary shall be provided in the terms of his appointment" at the beginning of the third sentence and the deletion of the fourth sentence;

Regulation 85(c) by the addition of the words ", subject to the terms of any contract of employment between the Company and the Director," between the words "shall" and "not";

Regulation 115 by the deletion of the number "48" and the substitution of the number "24".

Unless otherwise required by the context of the Articles, words or expressions which are defined in Table A shall have the same meaning in the Articles.

Unless otherwise required by the context of the Articles, words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and vice versa.

SHARE CAPITAL

3.1 The Directors are generally and unconditionally authorised to allot relevant securities (within the meaning of section 80(2) of the Act) on such terms and at such time or times as they may in their discretion think fit; provided that:-

- (a) the maximum nominal amount of relevant securities to be allotted in pursuance of such authority shall be the aggregate nominal amount of the unissued shares in the capital of the Company from time to time while this authority is in force; and
- (b) this authority shall expire, unless sooner revoked or altered by the Company in general meeting, on the expiry of the period of five years from the date of the passing of the resolution by virtue of which these Articles were adopted provided that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

- 3.2 Section 89(1) of the Act shall not apply to any allotment of shares in the Company.
4. The Company shall be entitled, but shall not be bound, 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 express, 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 holders of such shares as if they were the absolute owners thereof. For the purposes of this Article, "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the holder thereof for the time being or such other rights in case of transmission thereof as are mentioned in Table A.

LIEN

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

ISSUE OF SHARES

6.1 Except with the consent in writing of all the holders of the fully paid shares of the Company, any shares in the capital of the Company which are from time to time unissued shall, before issue, be offered by the Directors in the first instance to all holders of fully paid shares of the Company at the date of the offer. Every such offer shall be in writing, shall be in identical terms for each holder, shall state the number of the shares to be issued, the terms of issue, the aggregate number of shares in issue in the capital of the Company (differentiating between fully paid and partly or nil paid shares), the number of shares held by the holder to whom the offer is addressed (differentiating between fully paid and partly or nil paid shares) and shall be subject to the following conditions, which shall be incorporated in such offer:-

- (a) that any acceptance thereof (which may be as regards all or any of the shares offered) shall be in writing and be delivered to the office within a period of 14 days from the date of service of the said offer;
- (b) that in the event of the aggregate number of shares accepted exceeding the number of shares included in such offer, the holders accepting shall be entitled to receive, and bound to accept, an allocation of either the number of shares accepted by them respectively or a proportionate number of the shares offered according to the proportion which the number of fully paid shares held by the accepting holder bears to the aggregate number of fully paid shares held by all the accepting holders at the date of the offer, whichever number be less; and
- (c) that any holders to whom such offer shall have been made and whose requirements shall not have been fully met by such allocation shall further be entitled to receive, and bound to

accept, an allocation among them of any surplus shares in proportion, as nearly as may be, to the number of shares accepted by them respectively in excess of the number of shares to which they may respectively be entitled on the first allocation thereof as aforesaid.

The regulations regarding the service of notices contained in Table A shall apply to any offers made by the Directors in terms of this Article.

- 6.2 If any such offer shall not be accepted in full, the Directors may within three months after the date of such offer dispose of any shares comprised therein and not accepted as aforesaid to such person or persons as they may think fit but only at the same price and upon the same terms as to payment, if any, as were specified in such offer.

TRANSFER OF SHARES

- 7.1 In the event of any member of the Company, not being a Director of the Company, who is an employee of the Company ceasing for any reason to be employed by the Company, the Directors shall be entitled, on giving notice in writing accordingly at any time within a period of six months after such event to such member or his personal representatives or trustee in bankruptcy, as the case may be, to purchase from such member or his said representatives or trustee, as at the date of receipt of such notice, all or any of the shares in the capital of the Company held by him or them at such date at such price as, failing agreement, shall be fixed by the Auditor of the Company, whom failing by a single arbiter to be nominated, failing agreement, by the President for the time being of the Institute of Chartered Accountants of Scotland as the fair value thereof as at the date of receipt of such notice; and such member or his said representatives or trustees shall forthwith be bound,

subject to payment of such price to transfer such shares to such person or persons as may be appointed by the Directors including themselves or any of them.

- 7.2 In the event of any person failing to transfer any shares within a period of one month after the date of his becoming bound to do so in terms of Article 7.1 hereof the Directors shall receive the purchase money and authorise one of their number or some other person to execute a transfer of such shares in favour of the purchaser, and on that being done, the Directors shall cause such transfer to be registered and the name of the purchaser to be entered in the Register of Members as the holder of such shares and shall hold the purchase money in trust for the person so failing. The receipt of the Directors or any of them for the purchase money shall be a good discharge to the purchaser and, after his name has been entered in the Register of Members in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.

NUMBER OF DIRECTORS

8. The number of Directors (other than alternate Directors) shall not be subject to any maximum or minimum. In the event of there being a sole Director the Articles shall be construed accordingly.

POWERS OF DIRECTORS

9. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company.

PROCEEDINGS OF DIRECTORS

10. A Director may as a Director vote and be counted as one of a quorum upon a motion in respect of any contract, matter or arrangement which he shall make with the Company or in which he shall be in any way interested provided that he shall first have disclosed the nature of his interest to the Directors.
11. Any Director (including an alternate Director), or member of a committee of the Directors, may participate in a meeting of the Directors, or such committee, by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

SPECIAL ARTICLE

12. If a poll be demanded on any resolution to delete or amend or affect the import of the provisions of Article 6 or this Article, then any member voting against such resolution shall have on a poll four times the number of votes of all the other members and Regulation 54 of Table A shall be modified accordingly.

INDEMNITY

13. Subject to the provisions of the Act, every Director or other officer of the company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur:-
 - (a) in defending any proceedings, whether civil or criminal, in which decree is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or

admission of any material breach of duty on his part; or

- (b) in connection with any application under section 144(3) or (4) or section 727 of the Act in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.

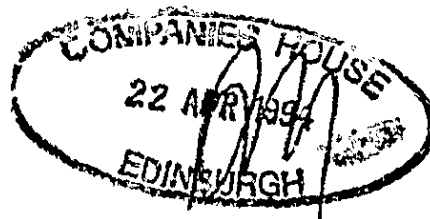
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THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

AND

NEW ARTICLES OF ASSOCIATION
OF
THE MCCARTNEY GROUP LIMITED



McGrigor Donald
Solicitors
Pacific House
70 Wellington Street
GLASGOW G2 6SB

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THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
of
THE MCCARTNEY GROUP LIMITED

1. The Company's name is "THE MCCARTNEY GROUP LIMITED".
2. The Company's registered office is to be situated in Scotland.
3. The Company's objects are:-
 - 3.1 (i) To act or carry on business of a holding company of a group of companies and to control and co-ordinate the administration and operation of any companies for the time being directly or indirectly controlled by the Company;
 - (ii) To provide for the interest of any company which is for the time being the subsidiary, holding company or subsidiary of any holding company of the Company in any manner whatever and in particular by paying or discharging the liabilities thereof or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities and by giving any security or charge for any such indemnity or guarantee or for the payment of money or performance of obligation by any such company as aforesaid, either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests as aforesaid to the intent that the promotion of the interests of any such Company as aforesaid shall be an object and not a power of the Company;

- 3.2 to manufacture, develop, process, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances, articles, services and material (tangible or intangible) of any kind;
- 3.3 to purchase, feu, take on lease, hire or otherwise acquire, and to sell, let or otherwise dispose of in whole or in part, any lands, interests in lands, buildings, plant and machinery, stock-in-trade, business concerns and any other heritable or moveable, real or personal property and to construct, alter, demolish, manage and maintain any of the foregoing;
- 3.4 to borrow or raise money or accept money on deposit and to secure the payment of money or the observance of obligations in such manner as the Directors shall think fit and for such purposes to mortgage or otherwise charge in any manner whatsoever permitted in any jurisdiction in which the Company has assets or carries on business and in particular by way of fixed charge or floating charge over the whole or part of the undertaking and all or any of the property and assets (both present and future), and the uncalled capital of the Company and to create, issue and accept securities;
- 3.5 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in promissory notes, bills of exchange, shipping documents, documentary credits and other negotiable or transferable instruments and to buy, sell and deal in currencies, commodities, options, traded options (financial or commodity) and other financial instruments;
- 3.6 to lend or advance money or give credit to such persons and companies and on such terms (including as to security) as may be

thought fit and to deposit money with any bank, deposit taker or other financial organisation;

- 3.7 to guarantee and/or give security for the payment of money by, or the performance of contracts and obligations by, or the payment or repayment of principal, interest, dividends and premiums on, and any other monies due in respect of, securities or obligations by, the Company or by any other person or company, including any company which shall at the time be the holding company of the Company or another subsidiary of such holding company or a subsidiary of the Company and any undertaking which shall at the time be a subsidiary undertaking of the Company or of any holding company of the Company or of any subsidiary of the Company or any holding company of the Company notwithstanding the fact that the Company may not receive any consideration or benefit from entering into any such guarantee or security;
- 3.8 to invest and deal with the funds of the Company not immediately required in such investments or securities and in such manner as may from time to time be determined by the Directors;
- 3.9 to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to deal with and dispose of the same;
- 3.10 to acquire and hold all or any part of the undertaking, property, business or assets of any person or company, to undertake, whether as part of the consideration for such acquisition or otherwise, all or any of the liabilities of such person or company and to deal with and dispose of all or any of the foregoing as the Directors may consider appropriate;

- 3.11 to amalgamate or enter into partnership or joint venture or profit and/or loss sharing arrangement with any person or company;
- 3.12 to make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire and protect, prolong, renew, experiment upon, test and improve in any part of the world any inventions, patents, patent rights, brevets d'invention, trade marks, service marks, trade or brand names, designs, industrial designs, copyright, moral rights, licences, concessions, protections or similar rights which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money thereon;
- 3.13 to insure against losses, damages, risks and liabilities of all kinds which may affect the Company and to purchase and maintain for any officer of the Company or the auditors of the Company insurance against any liability as is mentioned in section 310 of the Companies Act 1985;
- 3.14 to issue and allot securities of the Company for cash or in payment or part payment for any property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount or for any other purpose;
- 3.15 to pay out of funds of the Company all expenses which the Company may lawfully pay of, or incidental to, the formation and registration of or the raising of money for the Company or the issue of any securities, or the application to any recognised investment exchange for listing for, or dealing in, any or all of its securities, including brokerage and commissions for obtaining

applications for or taking, placing or underwriting or procuring the underwriting of securities or rights of the Company;

- 3.16 to grant or procure the grant of donations, gratuities, pensions, annuities, allowances, or other benefits, including benefits on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the Directors of the Company consider have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes (including in particular but without detracting from the generality of the foregoing any trust or scheme relating to the grant of any option over, or other interest in, any share in the capital of the Company or of any other company, or in any debenture or security of any corporation or company (including the Company) and including the provision of financial assistance as described in section 153(4)(b) and (bb) of the Companies Act 1985) or any associations, institutions, clubs or schools, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons or the Company or its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the Company or its members or for any national, charitable, benevolent, educational, social, public, general or useful object;

- 3.17 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;
- 3.18 to promote or establish or concur in promoting or establishing any other company for the purpose of purchasing or taking over all or any of the properties, rights and liabilities of the Company or carrying on any business or operations which the Company is authorised to carry on or for any other purpose which may, directly or indirectly, benefit or advance the objects or interests of the Company and to acquire and hold as investments of the Company or otherwise deal with as may be considered fit any securities of any such company;
- 3.19 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;
- 3.20 to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, 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;
- 3.21 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, subsidiaries or otherwise;
- 3.22 to carry on any other activity and do anything of any nature which may seem to the Directors capable of being conveniently carried on or done by the Company in connection with the above,

or may seem to the Company calculated directly or indirectly to benefit the Company;

3.23 to exercise all powers which would be available to the Company under section 3A of the Companies Act 1985 if its object was to carry on business as a general commercial company;

3.24 to do all such things as in the opinion of the Directors are or may be incidental or conducive to the above objects or any of them;

And it is hereby declared that for the purposes of this Clause:

- (a) the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;
- (b) "Directors" shall mean the directors of the Company from time to time;
- (c) "associated companies" shall mean any two or more companies if one has control of the other or others, or any person has control of both or all of them;
- (d) "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation;
- (e) "and" and "or" shall mean "and/or";

- (f) "other" and "otherwise" shall not be construed eiusdem generis where a wider construction is possible;
 - (g) words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and vice versa; and
 - (h) the objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company or the order in which such objects are stated, 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 and independent company.
4. The liability of the members is limited.
5. The Company's share capital is £1000 divided into 1000 Shares of £1 each.

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

NAMES AND ADDRESSES OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
------------------------------------	---

MD Directors Limited Pacific House 70 Wellington Street Glasgow G2 6SB	- 1 -
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MD Secretaries Limited Pacific House 70 Wellington Street Glasgow G2 6SB	- 1 -
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Total Shares Taken	- 2 -
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Dated 20th October, 1993

Witness to the above signatures:-

Sheena Connor
24 Great King Street
Edinburgh
EH3 6QN

Company Registration Agent

Notes:

- (1) The Company was formerly called Pacific Shelf 553 Limited its name having changed by virtue of Certificate of Incorporation on Change of Name dated 5th April 1994.

- (2) Clause 3.1 of the Memorandum of Association was amended by Written Resolution passed on 21st March, 1994.
- (3) Following the passing of a Written Resolution on 21st March 1994 the Company's share capital is £150,000 divided into 150,000 Shares of £1 each.

THE COMPANIES ACTS 1985 AND 1989
P R I V A T E C O M P A N Y L I M I T E D B Y S H A R E S

NEW

ARTICLES OF ASSOCIATION

of

THE MCCARTNEY GROUP LIMITED

(Adopted by Special Resolution passed on 21st March, 1994)

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 ("Table A") so far as not excluded or modified by the following Articles shall apply to the Company.
2. Regulations 5, 8, 33, 64, 94, 95 and 118 of Table A shall not apply to the Company and the following Regulations thereof shall be modified:-

Regulation 6 by the deletion of the words "sealed with the seal" and the substitution of the words "executed in terms of section 36B of the Act";

Regulation 32 by the addition to paragraph (b) of the words "but so that any such consolidation and/or division shall not result in any member becoming entitled to fractions of a share";

Regulation 40 by the addition at the end of the second sentence of the words "provided that if the Company shall have only one member, one member present in person or by proxy shall be a quorum";

Regulation 46 by the deletion of paragraphs (a) to (d) inclusive and the substitution of the words "by the chairman or by any person present entitled to vote upon the business to be transacted;"

Regulation 54 by the addition of the words "or by proxy" between the words "vote," and "shall" and the words "fully paid" between the words "every" and "share";

Regulation 66 by the addition of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)" between the words "shall" and "be";

Regulation 72 by the addition of the words "Any committee shall have power, unless the Directors direct otherwise, to co-opt as a member or members of the committee for any specific purpose any person, or persons, not being a Director of the Company." at the end;

Regulation 82 by the addition of the words "by way of Directors' fees" shall be inserted between the words "remuneration" and "as";

Regulation 84 by the addition of the words "Unless the contrary shall be provided in the terms of his appointment" at the beginning of the third sentence and the deletion of the fourth sentence;

Regulation 85(c) by the addition of the words ", subject to the terms of any contract of employment between the Company and the Director," between the words "shall" and "not";

Regulation 115 by the deletion of the number "48" and the substitution of the number "24".

Unless otherwise required by the context of the Articles, words or expressions which are defined in Table A shall have the same meaning in the Articles.

Unless otherwise required by the context of the Articles, words importing the singular only shall include the plural and vice versa; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and vice versa.

SHARE CAPITAL

3.1 The Directors are generally and unconditionally authorised to allot relevant securities (within the meaning of section 80(2) of the Act) on such terms and at such time or times as they may in their discretion think fit; provided that:-

(a)

the maximum nominal amount of relevant securities to be allotted in pursuance of such authority shall be the aggregate nominal amount of the unissued shares in the capital of the Company from time to time while this authority is in force; and

(b)

this authority shall expire, unless sooner revoked or altered by the Company in general meeting, on the expiry of the period of five years from the date of the passing of the resolution by virtue of which these Articles were adopted provided that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the

Directors may allot relevant securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

3.2 Section 89(1) of the Act shall not apply to any allotment of shares in the Company.

4. The Company shall be entitled, but shall not be bound, 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 express, 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 holders of such shares as if they were the absolute owners thereof. For the purposes of this Article, "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the holder thereof for the time being or such other rights in case of transmission thereof as are mentioned in Table A.

LIEN

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

ISSUE OF SHARES

6.1 Except with the consent in writing of all the holders of the fully paid shares of the Company, any shares in the capital of the Company which are from time to time unissued shall, before issue, be offered by the Directors in the first instance to all holders of fully paid shares of the Company at the date of the offer. Every such offer shall be in writing, shall be in identical terms for each holder, shall state the number of the shares to be issued, the terms of issue, the aggregate number of shares in issue in the capital of the Company (differentiating between fully paid and partly or nil paid shares), the number of shares held by the holder to whom the offer is addressed (differentiating between fully paid and partly or nil paid shares) and shall be subject to the following conditions, which shall be incorporated in such offer:-

- (a) that any acceptance thereof (which may be as regards all or any of the shares offered) shall be in writing and be delivered to the office within a period of 14 days from the date of service of the said offer;
- (b) that in the event of the aggregate number of shares accepted exceeding the number of shares included in such offer, the holders accepting shall be entitled to receive, and bound to accept, an allocation of either the number of shares accepted by them respectively or a proportionate number of the shares offered according to the proportion which the number of fully paid shares held by the accepting holder bears to the aggregate number of fully paid shares held by all the accepting holders at the date of the offer, whichever number be less; and
- (c) that any holders to whom such offer shall have been made and whose requirements shall not have been fully met by such

allocation shall further be entitled to receive, and bound to accept, an allocation among them of any surplus shares in proportion, as nearly as may be, to the number of shares accepted by them respectively in excess of the number of shares to which they may respectively be entitled on the first allocation thereof as aforesaid.

The regulations regarding the service of notices contained in Table A shall apply to any offers made by the Directors in terms of this Article.

- 6.2 If any such offer shall not be accepted in full, the Directors may within three months after the date of such offer dispose of any shares comprised therein and not accepted as aforesaid to such person or persons as they may think fit but only at the same price and upon the same terms as to payment, if any, as were specified in such offer.

TRANSFER OF SHARES

- 7.1 In the event of any member of the Company, not being a Director of the Company, who is an employee of the Company ceasing for any reason to be employed by the Company, the Directors shall be entitled, on giving notice in writing accordingly at any time within a period of six months after such event to such member or his personal representatives or trustee in bankruptcy, as the case may be, to purchase from such member or his said representatives or trustee, as at the date of receipt of such notice, all or any of the shares in the capital of the Company held by him or them at such date at such price as, failing agreement, shall be fixed by the Auditor of the Company, whom failing by a single arbiter to be nominated, failing agreement, by the President for the time being of the Institute of Chartered Accountants of Scotland as the fair value thereof as at the date of receipt of such notice; and such member

or his said representatives or trustees shall forthwith be bound, subject to payment of such price to transfer such shares to such person or persons as may be appointed by the Directors including themselves or any of them.

- 7.2 In the event of any person failing to transfer any shares within a period of one month after the date of his becoming bound to do so in terms of Article 7.1 hereof the Directors shall receive the purchase money and authorise one of their number or some other person to execute a transfer of such shares in favour of the purchaser, and on that being done, the Directors shall cause such transfer to be registered and the name of the purchaser to be entered in the Register of Members as the holder of such shares and shall hold the purchase money in trust for the person so failing. The receipt of the Directors or any of them for the purchase money shall be a good discharge to the purchaser and, after his name has been entered in the Register of Members in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.

NUMBER OF DIRECTORS

8. The number of Directors (other than alternate Directors) shall not be subject to any maximum or minimum. In the event of there being a sole Director the Articles shall be construed accordingly.

POWERS OF DIRECTORS

9. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number directors or officers of such other company or voting or providing for the

payment of remuneration to the directors or officers of such other company.

PROCEEDINGS OF DIRECTORS

10. A Director may as a Director vote and be counted as one of a quorum upon a motion in respect of any contract, matter or arrangement which he shall make with the Company or in which he shall be in any way interested provided that he shall first have disclosed the nature of his interest to the Directors.
11. Any Director (including an alternate Director), or member of a committee of the Directors, may participate in a meeting of the Directors, or such committee, by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

SPECIAL ARTICLE

12. If a poll be demanded on any resolution to delete or amend or affect the import of the provisions of Article 6 or this Article, then any member voting against such resolution shall have on a poll four times the number of votes of all the other members and Regulation 54 of Table A shall be modified accordingly.

INDEMNITY

13. Subject to the provisions of the Act, every Director or other officer of the company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur:-

- (a) in defending any proceedings, whether civil or criminal, in which decree is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part; or
- (b) in connection with any application under section 144(3) or (4) or section 727 of the Act in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.