

THE COMPANIES ACTS 1985 and 1989

Ry Lawrie
Director 27/2/98

ARTICLES of ASSOCIATION

OREGON TIMBER FRAME LIMITED

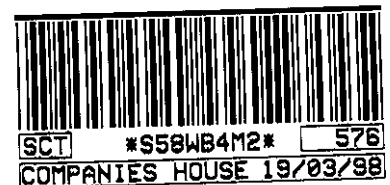
Registered No. SC181419

Adopted 27 February 1998

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Reference: AAORE001



ARTICLES OF ASSOCIATION
of
OREGON TIMBER FRAME LIMITED
A PRIVATE LIMITED COMPANY
incorporated under
THE COMPANIES ACTS 1985 and 1989
Registered Number SC181419
(Adopted 27 February 1998)

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In these Articles, the words and expressions below shall have the following meanings unless the context requires otherwise:

"the Act"	means the Companies Act 1985 as amended;
"Articles"	means these articles of association constituted by the following regulations together with any duly authorised amendments or alterations from time to time, and the term "Article" shall be a reference to a regulation contained in these Articles;
"Director"	means a director of the company or any alternate director duly appointed in accordance with these Articles;
"the Investors"	means the investors defined in the Investment Agreement;
"the Investment Agreement"	means the Agreement of even date amongst the Company, the Investors and the Executries all as therein defined;
"member"	means a person registered as a member in the Register of Members of the Company;
"Regulation"	means a regulation contained in Table A;
"share"	means any share forming part of the share capital of the Company, designated as may be appropriate;
"Table A"	means Table A of the Companies (Tables A to F) Regulations 1985, SI1985/805, as amended;
"Working Day"	means Monday to Friday, inclusive, but excluding

any local, public or statutory holiday.

- 1.2 Words importing the singular include the plural and vice versa.
- 1.3 Words importing a particular gender include any gender.
- 1.4 References to a "person" include any natural person, or any legal person, body or organisation, incorporated or unincorporated, and any other person.
- 1.5 The headings in these Articles are for convenience only and shall not affect the construction of the Articles.
- 1.6 Reference to a time of day shall be construed as the time in the United Kingdom expressed in terms of the twenty-four hour clock.
- 1.7 Words and expressions defined in the Act shall bear the same meanings in these Articles, excluding any statutory modification to those defined terms, not in force at the date these Articles become binding on the Company.

TABLE A

- 2. The Regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
- 3. Regulations 5,8,23,24,38,41,53,59,64,65,73 to 80 (inclusive), 83,89,90,94,95,101,115 and 118 shall not apply to the Company.
- 4. The Regulations shall be amended as follows:
 - 4.1 in Regulation 6, by the deletion of the phrase: "sealed with the seal" in the second sentence, and by the substitution, in its place, of the phrase: "executed in accordance with the Act";
 - 4.2 in Regulation 15 by the insertion of the words: "and any costs and expenses incurred by the company, as a result of the failure to pay that call" after the word: "Act)" and by the addition of the words: "and any such costs and expenses" after the words: "payment of the interest";
 - 4.3 in Regulation 18, at the end of the first sentence, by the addition of the words: "and any costs and expenses incurred by the company, as a result of the failure to pay the call" after the word: "accrued";
 - 4.4 in Regulation 21, after the words: "all moneys", by the addition of the words: "including any costs and expenses incurred by the company, as a result of the failure to pay the call";
 - 4.5 in Regulation 46, by the deletion of the second sentence which comprises the whole of the remainder of that Regulation and by the substitution, in its place, of the following sentence:

"A poll may be demanded at any general meeting or at any meeting of a class of members by the chairman or by any member entitled to vote at that meeting, present in person, or by any member's proxy or attorney, or if a corporation, by its duly

authorised representative";

- 4.6 in Regulation 72, by the insertion after the first sentence, of the following sentence:

"Any committee of directors shall have the power, unless the directors specify otherwise, to appoint as a member or as members of the committee any person or persons who are not directors of the company";

- 4.7 in Regulation 81, by the addition of the following provision: "(f) he is removed from office by notice in writing signed, or authorised, by all the other directors and duly served upon him";

- 4.8 in Regulation 82, by the addition of the following sentences: "Such remuneration shall be divided amongst the directors in such proportions and manner as the directors may unanimously determine, or, in default of such determination, equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held office. Any director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors may determine";

- 4.9 in Regulation 100(b), by the deletion of all the words appearing after the phrase: "committees of directors".

SHARE CAPITAL

5. The authorised share capital of the Company consists of 1,000,000 ordinary shares of £1 each.
6. The Company may at its sole discretion recognise and record the holding of a share by a person on trust, or in the names of trustees, but unless specifically recognised by the Company as such a holding, the Company shall not be bound by, or obliged to recognise, any interest in any share except for the absolute rights of the holder named in the register of members.
7. Pursuant to Section 91 of the Companies Act 1985 the provisions of Sections 89(1) and 90(1) to 90(6) inclusive of the said Act shall not apply to any allotment or issue of the 90,000 Option Shares at a price of £1.50 per Option Share during the Option Period all in terms of and as defined in the Option Agreement dated 20 February 1998 between the Company and the Optionholders as therein defined.

LIEN

8. 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 that person, or that person's 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 any amount payable in respect of it.

TRANSFER OF SHARES

9. 9.1 The instrument of transfer of any share may be in any usual or common, written form, or in any other form which the Directors may approve, and shall be executed by or on behalf of the transferor, and by or on behalf of the transferee except where the share has been fully-paid up or otherwise where the Directors allow. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect of any share transferred.
- 9.2 No transfer of any share shall be registered unless it is first approved by the Directors. The Directors may in their absolute discretion and without assigning any reason decline to register the transfer of any share, whether or not it is fully paid-up, except in relation to a transfer as follows:
 - 9.2.1 any transfer of any share made with the prior written consent of all the members of the Company for the time being, other than the transferor;
 - 9.2.2 any transfer completed pursuant to Article 12;
 - 9.2.3 any transfer of any share by a member to any member of immediate family, comprising any spouse, ascendant, descendant, or sibling, or any trust for the sole benefit of any member of the member's immediate family (a "Family Transfer") provided that any such transferee shall only be entitled to effect a transfer pursuant to this Sub-Article by retransferring any such shares to the original transferor or his representatives;
 - 9.2.4 any transfer of any share by any member, which is a company, to any subsidiary or holding company of that member, or any subsidiary of any holding company of that company, subject to the obligation on any such corporate transferee to retransfer any such share to the original transferor in the event that the corporate transferee ceases to be such a subsidiary or holding company of the original member, or any subsidiary of any holding company of the original member.
10. 10.1 Subject to Article 11, no share shall be transferred otherwise than in accordance with this Article.
- 10.2 The member (the "Transferor") who intends to transfer any share or shares (the "Sale Shares") shall give notice in writing of that intention (a "Transfer Notice") to the Directors. The Transfer Notice shall specify the number and class of the Sale Shares and the sum which the Transferor fixes as the fair value of the Sale Shares. The Transfer Notice, whether it provides specific authority or not, shall constitute the Directors as the Transferor's agents and attorneys for the sale of the Sale Shares in accordance with, and subject to, the following provisions of this Article.
- 10.3 A Transfer Notice shall relate to only one class of shares.
- 10.4 The Transferor may reserve the right in the Transfer Notice to revoke the Transfer Notice if applications to purchase all of the Sale Shares are not received in accordance with this Article. If the Transferor does not reserve that right in the Transfer Notice, the Transferor shall not be entitled subsequently to revoke the Transfer Notice other than in accordance with Article 10.10.
- 10.5 Within seven days from the date of their receipt of the Transfer Notice, the Directors

shall be entitled to instruct the auditors of the Company to calculate the fair value of the Sale Shares in accordance with Article 10.6.

- 10.6 The fair value of the Sale Shares shall be calculated as being that between a willing seller and a willing buyer, with no account being taken of the proportion which the Sale Shares bear to the total number of shares in issue, or shares of the same class as the Sale Shares in issue. The fair value of each Sale Share shall be calculated by dividing the fair value of all the Sale Shares by the total number of the Sale Shares.
- 10.7 If the Directors do not require the price to be determined pursuant to Article 10.5, they shall within seven days from the date of their receipt of the Transfer Notice, by notice in writing (the "Intimation Notice") intimate to each member, other than the Transferor, the number and class of the Sale Shares and the price fixed by the Transferor in the Transfer Notice as the fair value of the Sale Shares.
- 10.8 Within fourteen days from the date on which the Intimation Notice was sent to the members, any member may, by notice in writing sent to, and received by, the Directors (a "Determination Notice"), require the fair value of the Sale Shares to be determined and certified by the auditors in accordance with Article 10.6. The Directors shall within seven days from the date of their receipt of any Determination Notice request the auditors to determine and certify the fair value of the Sale Shares in accordance with Article 10.6, and the Directors shall simultaneously notify the Transferor and each member, in writing, that such a request has been made.
- 10.9 Within seven days from the date of receipt by the Directors of the auditors' certificate of the fair value of the Sale Shares, the Directors shall send a copy of the certificate of fair value to the Transferor and, in the case of a certificate requested pursuant to Article 10.8, to each member.
- 10.10 The Transferor shall be entitled to revoke the Transfer Notice by notice in writing to the Directors within fourteen days from the date of service upon the Transferor of a copy of the certificate of fair value.
- 10.11 The cost of obtaining any auditors' certificate of fair value of the Sale Shares shall be borne by the Company, unless the Transferor revokes the Transfer Notice in accordance with Article 10.10 in which case the Transferor shall bear the whole of such cost.
- 10.12 If the Transfer Notice has not been revoked by the Transferor after fourteen days from either:
 - 10.10.1 the date on which the Intimation Notice was sent to the members and no member has delivered a Determination Notice in accordance with Article 10.8; or
 - 10.10.2 the date of the service of the auditors' certificate of the fair value of the Sale Shares upon the Transferor in accordance with Article 10.9;
 - 10.10.3 the Directors shall, within seven days from the expiry of the relevant period, issue a notice in writing (an "Invitation Notice") inviting each member, other than the Transferor, to apply to purchase all or any of the Sale Shares at the fair value fixed by the Transferor, or as the case may be, determined and certified by the auditors.

- 10.13 The Directors shall specify in the Invitation Notice that any application to purchase all or any of the Sale Shares must be addressed to the Directors and delivered in writing to the registered office of the Company within twenty-one days from the date on which the Invitation Notice was sent to the members (the "Offer Period").
- 10.14 Where applications to purchase all or any of the Sale Shares are made by any member pursuant to the Invitation Notice, the Sale Shares shall be allocated to such members according to the number of the Sales Shares applied for by them, respectively. Where there is competition amongst members to purchase the Sale Shares, in the absence of agreement, the Sale Shares shall be allocated pro rata amongst such applicant members according to the proportion that the Sale Shares for which each member applied bears to the aggregate number of Sale Share applications by members, provided that no member shall be obliged to purchase more than the number of the Sale Shares for which that member applied.
- 10.15 Within seven days from the expiry of the Offer Period, the Directors shall intimate by notice in writing (the "Acceptance Notice") to the Transferor and to each member who applied to purchase any of the Sales Shares pursuant to an Invitation Notice the number of the Sale Shares allocated to each such member. Every member whose offer to purchase Sale Shares has been accepted shall deliver to the Directors, within fourteen days of the date of the Acceptance Notice, the full sum equivalent to the price to be paid to the Transferor for the number of the Sale Shares allocated to that member. The acceptance of any offer to purchase Sale Shares is subject to and conditional upon any right of the Transferor to revoke the Transfer Notice and any such revocation by the Transferor shall not entitle a purchaser to claim any breach of contract.
- 10.16 In the event that no, or insufficient, applications are made to purchase all of the Sale Shares within the Offer Period, the Directors may offer, at the fair value specified in the original Invitation Notice, the remaining Sale Shares to any other person, whether a member or not, within twenty-one days from the expiry of the Offer Period (the "Extended Offer Period").
- 10.17 In the event of competition amongst any applicants to purchase any of the remaining Sale Shares offered in accordance with Article 10.16, the Directors may allocate, at their sole discretion, the remaining Sale Shares applied for by those applicants.
- 10.18 The Directors shall intimate, by notice in writing to the Transferor, within seven days from the expiry of the Extended Offer Period, the number of the remaining Sale Shares applied for by any person in accordance with Article 10.16 and the number of the Sale Shares allocated to each such applicant. Each applicant from the Extended Offer Period, whose offer is accepted, shall deliver to the Directors, within fourteen days of the expiry of the Extended Offer Period, the full sum equivalent to the price to be paid to the Transferor for the number of the Sale Shares allocated to that applicant. The acceptance of any offer to purchase Sale Shares is subject to and conditional upon any right of the Transferor to revoke the Transfer Notice and any such revocation by the Transferor shall not entitle a purchaser to claim any breach of contract.
- 10.19 In the event that no, or insufficient, applications to purchase all of the Sale Shares are made within the Offer Period, or, where appropriate, the Extended Offer Period, the Directors may, within seven days of the expiry of either the Offer Period or, if

appropriate, the Extended Offer Period, elect that the Company shall try to repurchase all, or any, remaining Sale Shares. The price payable by the Company to the Transferor in terms of any repurchase shall be the fair value specified in the relevant Invitation Notice.

- 10.20 Where the Directors make an election pursuant to Article 10.19 any such repurchase shall be effected in accordance with the Act but within two months after the date of the election by the Directors pursuant to Article 10.19 (the "Company Offer Period").
- 10.21 In the event that the Directors decide not to seek any applications for any of the Sale Shares in an Extended Offer Period in accordance with Article 10.16, and decide that the Company will not attempt to repurchase the Sale Shares pursuant to 10.19 or decide that the Company cannot effect a repurchase within the Company Offer Period pursuant to Article 10.20, the Directors shall immediately notify the Transferor in writing of such decision.
- 10.22 Where any purchaser of Sale Shares, fails to deliver any sum payable pursuant to either Article 10.15 or 10.18, the purchaser shall be obliged to pay interest at the rate of five per centum per annum above the Bank of Scotland's base rate from time to time, from the date payment is due until it is paid in full or until the Transferor revokes the Transfer Notice, and notwithstanding that the Transfer Notice in respect of the Sale Shares is subsequently withdrawn by the Transferor.
- 10.23 If the Transfer Notice contains a reservation to the Transferor of the right to revoke the Transfer Notice in the event that applications to purchase all of the Sale Shares are not received and applications to purchase all of the Sale Shares are not so received, the Transferor shall be entitled to revoke the Transfer Notice by notice in writing (the "Revocation Notice") to the Directors within seven days of the service upon the Transferor of any of the notices referred to in Article 10.21.
- 10.24 Within seven days of the receipt by the Directors of the Revocation Notice the Directors shall return all sums paid to the Directors in accordance with any provision of this Article to the person or persons from whom such sums were received by the Directors, but shall not be obliged to account to any member or applicant for any interest or other benefit for the Company which may have accrued on any deposit of such sums. Any such accrued interest may be paid to the Company's account or returned to the relevant members or applicants, as the Directors may choose.
- 10.25 Following the issue of a Revocation Notice, the Transferor shall not be bound or entitled to sell or transfer any of the Sale Shares to which it relates, other than in accordance with Article 10.26. The Transferor shall nevertheless, be entitled to serve on the Directors at any time a further Transfer Notice in respect of the Sale Shares, or any part of them, in accordance with this Article.
- 10.26 The Transferor shall, within twenty-one days after the service upon the Transferor of any of the notices to be given to the Transferor in accordance with Article 10.21, or, in the event that the Transferor revokes the Transfer Notice in accordance with Article 10.23, within twenty-one days of the date of issue of the Revocation Notice, be at liberty, subject to the provisions of Article 11, to sell and transfer to any person or persons any of the Sale Shares not sold in accordance with any other provision of this Article, at a price equal to the fair value specified in the Invitation Notice. If the Transferor revokes the Transfer Notice in accordance with Article 10.23, this Article 10.26 shall only authorise the Transferor to sell and transfer all of the Sale Shares.

- 10.27 If the Transferor does not issue a Revocation Notice in accordance with Article 10.23, completion of the sale of any of the Sale Shares allocated to any member or to any other person, including the Company, in accordance with the other provisions of this Article, other than Article 10.26, shall take place no later than fourteen days after the service upon the Transferor of any of the notices to be given to the Transferor in accordance with Article 10.21 provided that if applications to purchase all of the Sale Shares are made in accordance with Article 10.12 by any member, completion shall take place no later than fourteen days after the service upon the Transferor of the notice to be given to the Transferor in accordance with Article 10.15.
- 10.28 Completion of any sale and transfer of the Sale Shares under this Article shall take place at the registered office of the Company, or at such other place as may be agreed upon between the parties. At completion, the Transferor shall be bound to deliver to the Directors a duly executed transfer or transfers of the Sale Shares and the certificates relating to the Sale Shares transferred in accordance with the provisions of this Article, in exchange for payment to the Transferor of the price for such shares, together with a certificate representing the balance of any shares owned by the Transferor after the transfer of the Sale Shares.
- 10.29 If the Transferor fails to deliver any of the documents required to effect the sale, the Directors may authorise any Director to act on behalf of the Transferor to execute and deliver any transfer of any of the Sale Shares on behalf of the Transferor. Any such transfer shall be as valid and effective as if executed and delivered by the Transferor. The receipt by the Directors of the price payable by any purchaser of any of the Sale Shares, shall be a full discharge to the purchaser for such price and the purchaser shall not be bound to see to the application of such price. The purchaser shall forthwith be registered as the holder of the shares purchased by that purchaser in accordance with the provisions of Article 11.
- 10.30 Any repurchase by the Company of its own shares (including any redeemable shares) shall not constitute or be deemed to be a transfer of shares and these Articles shall not apply to any such repurchase.
- 10.31 Unless otherwise approved by the Board where a member who is an employee, a consultant, a director or an officer of the Company, or any associated company, ceases to be such an employee, a consultant, a director or an officer for any reason, other than breach of any contract by the Company or death on incapacity, a Transfer Notice shall be deemed to have been issued pursuant to this Article on the date of any such cessation or death for each class of shares held by that member or beneficially owned or controlled by that member and any share transferred to a member of the immediate family, as defined in Article 9.2.3, of that member.

PROCEEDINGS AT GENERAL MEETINGS

11. If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved and in any other case it shall stand adjourned to such day and at such time and place as the Directors determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
12. Where the Company has only a single member, the quorum shall be one.

13. A resolution in writing signed by all the members who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed, or by their attorneys, proxies, or other duly appointed representatives, shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in materially the same form, each signed by one or more of the members or their attorneys, proxies or other duly appointed representatives. In the case of a corporation which is a member of the Company, a signature by a Director or its secretary or by a duly appointed and authorised attorney or representative shall be sufficient.
14. It shall not be necessary for any written resolution passed in terms of the preceding Article to be referred to or approved by the Company's auditors and it shall be effective on the date it is signed by all the relevant members or where there are several documents, on the date the last such member signs the resolution.
15. On a show of hands or on a poll, votes may be given either personally or by proxy, or if a corporation, by its duly authorised representative.

NUMBER OF DIRECTORS

16. Unless otherwise determined by ordinary resolution of the Company, the number of Directors shall not be subject to any maximum and the minimum number of directors shall be one.
17. A Director shall not be required to hold any share in the Company in order to qualify for office as a Director. A Director, whether or not the Director holds any share in the Company, shall be entitled to attend and speak at any general meeting, or any meeting of any class, of the members of the Company. Any member holding not less than twenty per cent of the issued share capital of the Company from time shall be entitled to nominate one Director and, by notice in writing to the Company to remove and replace such Director from time to time. The Investors shall also, by notice in writing to the Company, be entitled to appoint additional directors to the Company in terms of the Investment Agreement.

ALTERNATE DIRECTORS

18. Any Director, other than an alternate Director, may appoint any other Director or may appoint any other person approved by the Directors, to be that Director's alternate and may remove from office such an alternate Director immediately but shall intimate the removal to the Directors without delay.
19. Where an alternate Director is also a Director, or acts as an alternate Director for more than one Director, such alternate Director shall have one vote for every Director represented by that Director in addition to that Director's own vote.
20. Where two or more Directors are required to constitute a quorum, an alternate Director, notwithstanding that that Director may be the alternate Director for a number of Directors, shall not, alone, constitute a quorum, and shall only act in conjunction with, at least, one Director or another alternate Director.
21. Where a Director appoints a person as that Director's attorney under a general power of attorney or under a written limited power of attorney which specifically permits that attorney to act as a Director, that attorney shall be entitled to act as a Director subject to the appointment of that attorney being notified in writing to the Directors. On the written intimation of the appointment of such an attorney, that attorney shall be deemed to act as an alternate Director, subject to the terms of these Articles.

APPOINTMENT AND RETIREMENT OF DIRECTORS

22. The Directors shall not be subject to retirement by rotation and any reference in the Regulations to such retirement shall be construed accordingly.
23. The Company may by ordinary resolution appoint a person who is willing to act as a Director, either to fill a vacancy or as an additional Director.
24. The Directors may appoint any person who is willing to act as a Director, either to fill a casual vacancy or as an additional Director.
25. There shall be no age limit for Directors of the Company.

DIRECTORS' EXPENSES

26. The Directors may repay to any Director, including any alternate Director, all reasonable expenses as that Director may properly incur in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings of the Company or any class of members of the Company, or otherwise in or about the business of the Company. In the event of any Director necessarily performing or rendering any special duties or services to the Company outside any ordinary duties as a Director, the Directors may, if so authorised by an ordinary resolution of the Company, pay such Director special remuneration, by way of salary, commission, participation in profits or otherwise as may be approved.

PROCEEDINGS OF DIRECTORS

27. A sole Director shall have and may exercise all the powers of, and the full authority conferred on, the Directors in terms of these Articles, and all references to the Directors in the Articles and Regulations shall be construed accordingly.
28. The quorum for the transaction of the business of the Directors may be fixed by the Directors but unless so fixed shall be two, except in the case of a sole Director, when the quorum shall be one. A person who holds office only as an alternate Director shall, if the appointing Director is not present, be counted in the quorum.
29. Any Director, including an alternate Director, may participate in a meeting of the Directors or a committee of Directors by means of a conference telephone or other conference communication facility by which all persons participating in the meeting can hear and speak with each other. Participation in a meeting in this manner shall be deemed to constitute the presence of a Director in person at such meeting, entitling him to be counted in the quorum and to vote accordingly. A telephone conference meeting shall be deemed held at the place where the largest number of Directors is present, or, where there is no such gathering, where the chairman is present.
30. Subject to such disclosure as is required by the Regulations, or the Act, a Director shall be entitled to vote at, and be counted in the quorum of, a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which the Director has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

THE SEAL

31. The Company shall not have a seal.

NOTICES

32. Any notice to be given to any person under these Articles shall be given in legible written form by facsimile ("fax"), by first class recorded delivery or registered post ("post") or by delivery including courier delivery ("delivery"), to the contact address last notified to the sender. Any notice served shall be deemed to have been received as follows:

- 32.1 in the case of fax: one hour after the time of despatch of the fax, evidenced by the relevant completed transmission report;
- 32.2 in the case of post: thirty-six hours from midnight (24.00 hrs) on the date of posting, evidenced by the relevant proof of posting;
- 32.3 in the case of delivery: thirty minutes after delivery to the addressee's address;

except where the day of receipt of such a notice is not a Working Day at the place of delivery or is a Working Day but delivery is deemed to occur after 18.00 hours on that day, in either of which events, notice shall be deemed to be received at 09.30 hours on the next Working Day.

INDEMNITY

33. Subject to the provisions of the Act and, in particular, section 310 of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, alternate Director, secretary, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by that officer in the execution or discharge of that officer's duties or in the exercise of that officer's powers or otherwise in connection with that officer's office including, without prejudice to the foregoing generality, any liability incurred by that officer in defending any proceedings, whether civil or criminal, in which judgement is given in that officer's favour, or in which that officer is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on that officer's part, or in connection with any application in which relief is granted to that officer by any court from liability in respect of any act or omission done or alleged to have been done as an officer or employee of the Company.

INSURANCE

34. The Directors shall be entitled to purchase and maintain insurance for the benefit of any persons who are or have at any time been Directors, officers, employees or auditors of the Company or any Company which is its holding Company or its subsidiary.

GOVERNING LAW

35. These Articles shall be governed by, and construed in accordance with, the Law of Scotland and the Company, its officers and its members, from time to time, prorogate the non-exclusive jurisdiction of the Scottish Courts.