



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

Company No. 294759

The Registrar of Companies for Scotland hereby certifies that

**KIRKLANDS LAW 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 21st December 2005



\*NSC294759R\*



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



**Companies House**

— for the record —

# 12

Please complete in typescript,  
or in bold black capitals.

CHFP000

## Declaration on application for registration

**Company Name in full**

294759

KIRKLANDS LAW LIMITED

I,

STEPHEN MABBOTT

of

STEPHEN MABBOTT LTD.

do solemnly and sincerely declare that I am a <sup>†</sup> ~~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 of the Companies Act 1985 and that all the requirements of the Companies Act 1985 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 Statutory Declarations Act 1835.

**Declarant's signature**

*[Signature]*

Declared at

EDINBURGH

Day Month Year

On

21 12 2005

● Please print name.

before me ●

RUSSELL PATERSON N.P.

**Signed**

*[Signature]*

Date

21/12/05

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query,

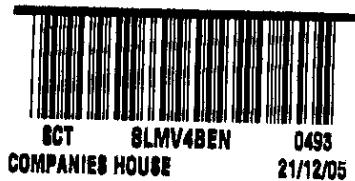
SCOTT'S COMPANY FORMATIONS, 5 LOGIE MILL,

BEAVERBANK OFFICE PARK, LOGIE GREEN ROAD,

EDINBURGH. EH7 4HH Tel 0131 556 5800

DX number 550301

DX exchange EDINBURGH



BCT 8LMV4BEN 0493  
COMPANIES HOUSE 21/12/05

code

f charge

When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff**  
for companies registered in England and Wales  
or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**

for companies registered in Scotland

**DX 235 Edinburgh**

Form revised June 1998



Companies House

for the record

Please complete in typescript,  
or in bold black capitals.

CHFP000

Notes on completion appear on final page

100 66  
1

**First directors and secretary and intended situation of  
registered office**

10

**Company Name in full**

KIRKLANDS LAW LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

7 KING STREET

**Post town**

PERTH

**County / Region**

**Postcode**

PH2 8HR

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

**Agent's Name**

SCOTT'S COMPANY FORMATIONS

**Address**

5 LOGIE MILL, BEAVERBANK OFFICE PARK,

LOGIE GREEN ROAD,

**Post town**

EDINBURGH

**County / Region**

MIDLOTHIAN

**Postcode**

EH7 4HH

**Number of continuation sheets attached**

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

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for companies registered in Scotland

**DX 235 Edinburgh**

Form revised July 1998

**Company Secretary****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****Director****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****CS**


BRIAN REID LTD.

AD 5 LOGIE MILL, BEAVERBANK OFFICE PARK

Post town LOGIE GREEN ROAD, EDINBURGH

Postcode EH7 4HH Country SCOTLAND

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

Signed  (Authorised Signatory) Date 21/12/05

**CD**

STEPHEN MABBOTT LTD.

AD 14 MITCHELL LANE

Post town GLASGOW


Postcode G1 3NU Country SCOTLAND

DO 01 / 02 / 99 Nationality NA SCOTTISH


OC COMPANY REGISTRATION AGENT

OD NONE

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

Signed  (Authorised Signatory) Date 21/12/05

Signature of agent on behalf of all subscribers

 Date 21/12/05

**THE COMPANIES ACTS 1985 to 1989**



**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**of**

**KIRKLANDS LAW LIMITED**

- 1. The name of the Company is "KIRKLANDS LAW LIMITED"**
- 2. The Company's registered office is to be situated in Scotland**
- 3. The objects for which the Company is established are:**
  - (A) To carry on the business of solicitors recognised by The Law Society of Scotland in terms of Solicitors (Scotland) (Incorporated Practices) Practice Rules 2001 and to do so in Scotland and in any other part of the World.**
  - (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.**
  - (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.**
  - (D) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purpose of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.**



- (E) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.**
- (F) To give indemnity for, or to guarantee, support or secure the performance of all or any of the obligations of any person or company whether by personal covenant or by mortgage, charge or lien on the whole or any part of the undertaking, property and assets of the Company both present and future including its uncalled capital or by all or any of such methods; and in particular, but without limiting the generality of the foregoing, to give indemnity for, or to guarantee, support or secure whether by personal covenant or by any such mortgage, charge, or lien, or by all or any of such methods, the performance of all or any of the obligations (including the repayment or payment or the principal and premium of and interest on, any securities) of any company which is for the time being the Company's Holding or Subsidiary company as defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business.**
- (G) To receive money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations and contracts of any person or corporation.**
- (H) To apply for, purchase or otherwise acquire and hold, use, develop, sell, licence or otherwise dispose of or deal with patents, copyrights, designs, trade marks, brevets d'invention and concessions and the like and any interest therein.**
- (I) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.**
- (J) To invest and deal with the monies of the Company not immediately required for the purposes of its business or securities in or upon such investments, and in such manner as may from time to time be determined.**
- (K) To form, promote, finance or assist any other company whether for the purpose of acquiring all or any of the undertaking, property and assets of the company or for any other purpose which may be considered expedient.**

- (L) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertakings and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.**
- (M) To subscribe for, purchase or otherwise acquire and hold shares, stock, debentures or other securities of any other company.**
- (N) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation or funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 736 of the Companies Act 1985, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful objects and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.**
- (O) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.**
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.**
- (Q) To enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.**

- (R) To acquire, purchase, take over and undertake part or all of the business, property, assets and liabilities and transactions of any firm, person or company carrying on any business which this Company is authorised to carry on or which can be carried on in conjunction therewith or is capable of being conducted so as directly or indirectly to benefit the Company or to advance its interests generally.**
- (S) 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.**
- (T) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act 1985 (if and so far as such provisions shall be applicable) to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1) (a) of the Companies Act 1985) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Companies Act 1985.**
- (U) To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, contractors, trustees or otherwise.**

**And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.**

- 4. The liability of the members is limited.**
- 5. The share capital of the Company is £100 divided into 100 shares of £1 each.**

I, the person whose name and address is subscribed, am desirous of being formed into a Company in pursuance of this Memorandum of Association, and I respectively agree to take the number of shares in the capital of the Company set opposite my name.

---

**Name, Address and Description  
of Subscriber**

**Number of Shares taken  
by Subscriber**

---



**STEPHEN MABBOTT LTD.  
14 MITCHEL LANE  
GLASGOW  
G1 3NU**

**ONE**

( AUTHORIZED SIGNATORY )

---

**DATED the 21<sup>st</sup> DECEMBER 2005**

**Witness to the above Signatures:-**

**LOUISE GORDON  
5 LOGIE MILL  
BEAVERBANK OFFICE PARK  
LOGIE GREEN ROAD  
EDINBURGH  
EH7 4HH**



**COMPANY REGISTRATION AGENT**

**THE COMPANIES ACTS 1985 to 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

of

**KIRKLANDS LAW LIMITED**

**PRELIMINARY**

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendments) Regulations 1985 (SI 1985 No. 4052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.  
  
(b) In these Articles the expression "The Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any Shares in or Debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any Shares in or Debentures of the Company with a view to all or any of those Shares or Debentures being offered for sale to the public.

**ISSUE OF SHARES**

3. The Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise dispose of or deal with any unissued shares and relevant securities (as defined by Section 80 (2) of the Act) to a solicitor or incorporated practice as defined by Solicitors (Scotland) (Incorporated Practices) Practice Rules 2001 (hereinafter called "the Practice Rules") and to no other person and that on such terms and in such manner as they think fit.
4. Any original shares for the time being unissued and any new shares from time to time to be created and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company in General Meeting shall otherwise determine. Such offer shall be made by notice in writing specifying the number of shares offered and limiting a period (being not less than fourteen days) within which the offer, if not accepted will be deemed to be declined. After the expiration of such time, those shares

so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer.

5. In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) inclusive of the Act shall not apply to the Company.
6. The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

## SHARES

7. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.
8. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words “and all expenses that may have been incurred by the Company by reason of such non-payment”.

## TRANSFER OF SHARES

9. (a) Subject to Rule 8(7) of the Practice Rules any Member who ceases to be a solicitor or incorporated practice shall forthwith transfer his or its share or other interest in the Company to another solicitor or incorporated practice, or otherwise cease to be a Member of the Company in the manner following.  
  
(b) All share transfers shall take place at a price herein called the transfer price unless a different price is negotiated between the parties to it. The transfer price shall be an amount equivalent to the net asset value of the company which is proportionate to the number of shares included in the transfer and is current at the date of valuation. For this purpose equipment and tangible assets shall be valued at the higher of written down value for tax purposes or net realisable value; work in progress shall be valued at the lower of cost or net realisable value apportioned if appropriate at the date of valuation; fair and reasonable provision shall be made for bad debts; goodwill shall be valued at zero unless otherwise agreed or otherwise expressed herein. Any dispute

as to value shall be referred to the final decision of an independent solicitor acting as expert to be appointed in default of agreement by the Society of Procurators and Solicitors in the City of Perth.

(c) in the event that a member wishes either (a) to cease to carry on practice as a solicitor or incorporated practice or (b) to cease to be a member of the company and to carry on practice in another solicitor's practice or incorporated practice, he shall give not less than 3 months prior written notice to the secretary of the company of his intention to resign or retire and to transfer all of his shares in the company. The remaining members shall thereafter be bound to acquire all the shares of the retiring member at the transfer price on the date of retiral. Payment shall be made in two instalments. The first instalment shall be paid on the date of retiral. It shall amount to one half the of the anticipated amount of the transfer price fixed by agreement and in default of agreement by reference to figures in last the balance sheet of the company before the date of retiral. The second payment shall be made six months after the date of retiral and shall amount to the balance of the transfer price. The transferring member shall be bound to transfer his shares to the purchasing member in exchange for payment of the first instalment and the balance of the transfer price shall thereafter be a personal obligation due by the purchaser or purchasers to the transferring member.

(d) In the event of the death or apparent or actual insolvency of a member or if for any other reason a member becomes unable to continue in practice as a solicitor, that member or his executors or trustee or other representatives or successors and also the remaining members will have the same obligations to each other as if the member had resigned at a date to be agreed between the parties but not later than three months following the event giving rise to the mandatory transfer of shares.

(e) The transfer price shall include a value for goodwill if (i) the transferring member has taken whatever reasonable steps as are requested by the purchaser to transfer substantially the whole of his client connection to other solicitors in the company and (ii) the purchaser disposes of the shares he acquired from the transferring member ("the acquired shares") within three years following the date of the transfer of the acquired shares to him, and (iii) the purchaser realises for the acquired shares an amount which exceeds the then net asset value of the acquired shares ("the goodwill amount"). The purchaser shall in those circumstances be bound to pay to the transferring member or his successors the following proportions of the goodwill amount:

Transfers within one year after the date of transfer of the acquired shares:      %.

Transfers between one and two years after the date of transfer of the acquired shares:  
   %.

Transfers between two and three years after the date of the transfer of the acquired shares:      %.

**(f) The directors may refuse to approve any transfer of shares without assigning any reason therefor.**

#### **APPOINTMENT OF DIRECTORS**

**10. (a) Clause 64 in Table A shall not apply to the Company.**

**(b) Unless and until the Company in General Meeting shall otherwise determine there shall be no maximum number of Directors and the minimum number of Directors shall be one. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors generally and Clause 89 in Table A shall be modified accordingly.**

**(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.**

**(d) No person shall be appointed a Director unless he is a member of the Company duly qualified as a solicitor or an incorporated practice within the meaning of the Practice Rules.**

**(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any solicitor or incorporated practice who is both willing and entitled in terms hereof to be a Director, either to fill a vacancy or as an additional Director.**

**(f) Subject to paragraph (d) above, the Directors may appoint a person who is both willing and entitled in terms hereof to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.**

**(g) A person may be appointed a Director notwithstanding that he has attained the age of 70 years and no Director shall be liable to vacate office by reason only of his attaining or having attained that or any other age.**

#### **DISQUALIFICATION OF DIRECTORS**

**11. (a) The office of a Director or alternate Director shall be vacated if he ceases to be a member of the company or to be qualified to act as a Director.**

**(b) The office of a Director or alternate Director shall also be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be deemed extended accordingly.**

## **GENERAL MEETINGS AND RESOLUTIONS**

12. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 of Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at any Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Directors and the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of any other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

13. The following provisions of this Article apply if the Company has only a single member;

(a) Clause 40 in Table A shall be modified by the insertion at the end of that Clause of the following proviso; "provided that if the Company has only a single member, the quorum shall be one such person at the time when the meeting proceeds to business." ;and

(b) If the single member takes any decision which may be taken by the Company in General Meeting and which has effect as if agreed by the Company in General Meeting, the single member shall (unless the decision is taken by way of a written resolution) provide the Company with a written record of that decision. However, failure to do so shall not effect the validity of such decision.

14. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such an adjourned General Meeting shall be dissolved. Provided that if the Company has only a single member, the preceding provisions of this Clause as to adjournment shall not apply and, if within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting shall be dissolved and shall not be adjourned.
15. Clause 37 in Table A shall be modified by the deletion of the second sentence thereof and by the addition at the end of the Clause of the following sentence; "if the Company has only a single member, such member shall be entitled at any time to call a General Meeting."

16. A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Clause 46 in Table A shall be modified accordingly.

#### **ALTERNATE DIRECTOR**

17. (a) No person other than the person duly qualified to act as a Director within the meaning of Article 10(d) may be appointed as an alternate Director.
- (b) A Director may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

#### **BORROWING POWERS**

18. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### **GRATUITIES AND PENSIONS**

19. (a) The Directors may exercise the powers of the Company conferred by Clause 3 (N) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- (b) Clause 87 in Table A shall not apply to the Company.

#### **PROCEEDINGS OF THE DIRECTORS**

20. Provided that the nature of his interest is declared at a meeting of the board, or otherwise in accordance with the Companies Act 1985, no director is disqualified by his office from contracting with the Company nor is any contract or arrangement entered into on behalf of the Company in which any director is in any way interested liable to be avoided nor is any director so contracting or being so interested liable to account to the Company for any profit realised thereby.
21. The chairman shall have no casting vote. Sentence 5 in clause 88 in Table A shall not apply to the Company.

## **THE SEAL**

22. (a) The Company may have a seal if it so wishes. Insofar as the Company has a seal it shall only be used with the consent of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is to be affixed and unless otherwise so determined it shall be signed by a Director and also by the Company Secretary or by a second Director. The Obligation under Clause 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal. Clause 101 of Table A shall not apply to the Company.
- (b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

## **INDEMNITY**

23. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 (1) of the Act.
- (b) Clause 118 in Table A shall not apply to the Company.

## **TRANSFER OF BUSINESS**

24. The directors and members together shall nominate a firm of solicitors or an incorporated practice to carry out the actions specified in the Practice Rules, Rule 5(2) in the situation that for whatever reason there is no longer a solicitor or other validly constituted incorporated practice exercising day to day management and control of the company's business. They shall sign a letter of nomination and authority for this purpose. That letter shall be kept by or on behalf of the secretary of the company in safe custody at all times and a copy of it will be sent to the Secretary of The Law Society of Scotland (hereinafter called "The Law Society Secretary").
25. In the event that for whatever reason there is no longer a solicitor or other validly constituted incorporated practice exercising day to day management and control of the company's business the company shall and any member of the company may on behalf of the company give written notice to the firm or incorporated practice so nominated that the nomination should take immediate effect and requiring the nominee to accept the nomination within 5 working days after said written notice has been sent to the nominee. The Law Society Secretary shall have the same power to send a written notice to the same effect. The acceptance letter shall be in writing and shall be

**delivered to any member or office bearer of the company and a copy of it shall be sent to The Law Society Secretary.**

- 26. In the event that the nominee fails to accept the nomination in terms hereof, The Law Society Secretary shall have power to nominate such other firm or incorporated practice as he may choose and as is willing to accept the nomination.**
- 27. Notwithstanding any other provision of these articles, the firm or incorporated practice so nominated shall have power according to their own constitutional arrangements:**
  - (a) to appoint one or more directors of the company who shall be duly qualified to act in terms of Article 10(d) hereof and who may include the nominated firm or incorporated practice or any member or director thereof.**
  - (b) to authorise the directors so appointed to operate in the situation aforesaid all the client accounts in name of the company.**
  - (c) to authorise the directors so appointed to make suitable arrangements for making available to the clients of the company or to some other solicitor or incorporated practice instructed by its clients or itself or themselves (i) all deeds, wills securities, papers, books of account, records, vouchers and other documents in its possession or control which are held on behalf of its clients or which relate to any trust of which it is the sole trustee or co-trustee only with one or more of its employees and (ii) all sums of money due from it or held by it on behalf of its clients or subject to any trust as aforesaid.**
  - (d) to dispose of the business and undertaking of the company to the best advantage of the company including to its or their own practice, under an obligation to account to the members of the company.**
  - (e) to charge professional fees at appropriate levels for the work which they properly carry out for the company consequent on their nomination hereunder, and to authorise the directors they appoint to do the same.**

**Name, Address and Description of Subscriber**

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**STEPHEN MABBOTT LTD.  
14 MITCHELL LANE  
GLASGOW  
G1 3NU**

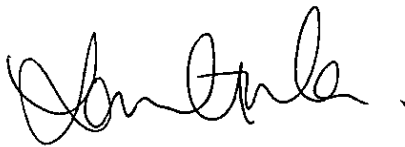
(**AUTHORISED SIGNATORY**)

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**DATED the 21<sup>st</sup> DECEMBER 2005**

**Witness to the above Signatures:-**

**LOUISE GORDON  
5 LOGIE MILL  
BEAVERBANK OFFICE PARK  
LOGIE GREEN ROAD  
EDINBURGH  
EH7 4HH**



**COMPANY REGISTRATION AGENT**