

FILE COPY



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

Company No. 328826

The Registrar of Companies for Scotland hereby certifies that

SOLR1 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 6th August 2007



NSC328826K



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



Companies House
— for the record —

12

Please complete in typescript,
or in bold black capitals

CHWP000

Declaration on application for registration

328826

Company Name in full

SOLR1 Limited

I, Brenda Catherine Scott

of 15 Atholl Crescent, Edinburgh EH3 8HA

† Please 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 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

Brenda C S Scott

Declared at

Edinburgh

Day Month Year

On

06 08 2007

① Please print name

before me ①

Paul McLaughlin

Signed

R

Date

06 / 08 / 2007

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

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public

Brodies LLP (DJI)

15 Atholl Crescent

Edinburgh EH3

Tel 0131 228 3777

DX number ED10

DX exchange Edinburgh 1

MONDAY



SCT

SBS2RV4

06/08/2007

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COMPANIES HOUSE

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
or LP 4 Edinburgh 2



Companies House

— for the record —

Please complete in typescript,
or in bold black capitals

CHWP000

Notes on completion appear on final page

100
1/8c

10

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

Company Name in full SOLR1 Limited

Proposed Registered Office 15 Atholl Crescent

(PO Box numbers only, are not acceptable)

Post town Edinburgh

County / Region Midlothian

Postcode EH3 8HA

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 Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County / Region Midlothian

Postcode EH3 8HA

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to

Brodies LLP (DJL)

15 Atholl Crescent

Edinburgh EH3 8HA Tel 0131 228 3777

DX number ED10 DX exchange Edinburgh 1



SCT

SBLRTRVU
06/08/2007
COMPANIES HOUSE

146

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or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP 4 Edinburgh 2

MONDAY

v 10/03

Company Secretary (see notes 1-5)

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Company name	SOLR1 Limited		
NAME	*Style / Title	*Honours etc	
Forename(s)			
Surname	Brodies Secretarial Services Limited		
Previous forename(s)			
Previous surname(s)			
Address ††	15 Atholl Crescent		
Post town	Edinburgh		
County / Region	Midlothian	Postcode	EH3 8HA
Country	Scotland		

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

Consent signature

Gordon C Smith DIRECTOR
FOR BRODIES SECRETARIAL SERVICES LTD.

Date

6 August 2007

Directors (see notes 1-5)

Please list directors in alphabetical order

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

NAME	*Style / Title	*Honours etc	
Forename(s)			
Surname	Atholl Incorporations Limited		
Previous forename(s)			
Previous surname(s)			
Address ††	15 Atholl Crescent		
Post town	Edinburgh		
County / Region	Midlothian	Postcode	EH3 8HA
Country	Scotland		

Date of birth

Day Month Year

Nationality

Business occupation

Other directorships

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

Consent signature

Gordon C Smith DIRECTOR
FOR ATHOLL INCORPORATIONS LTD.

Date

6 August 2007

Please list directors in alphabetical order

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

↑↑ Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Address ^{††}

Post town

County / Region

Postcode

Country

Date of birth

Day Month Year

Nationality

Business occupation

Other directorships

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

Consent signature

Date _____

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e. those who signed as members on the memorandum of association).

Signed

Greene C Smith
on behalf of Groves LP

Date _____

6 August 2007

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Signed

Date _____

Notes

- 1 Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s)

If the director or secretary is a corporation or Scottish firm show the corporate or firm name on the surname line

Give previous forename(s) or surname(s) except that

for a married woman, the name by which she was known before marriage need not be given,

names not used since the age of 18 or for at least 20 years need not be given

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it

Address

Give the usual residential address

In the case of a corporation or Scottish firm give the registered or principal office

Subscribers

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s)
- 2 Directors known by another description

A director includes any person who occupies that position even if called by a different name, for example, governor, member of council
- 3 Directors details

Show for each individual director the director's date of birth, business occupation and nationality
The date of birth must be given for every individual director
- 4 Other directorships

Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was**

dormant,

a parent company which wholly owned the company making the return,

a wholly owned subsidiary of the company making the return, or

another wholly owned subsidiary of the same parent company

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director
- 5 Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors

MEMORANDUM & ARTICLES OF ASSOCIATION

No.

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

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

SOLR1 LIMITED

Incorporated on 2007

•

**Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T 0131 228 3777
F 0131 228 3878
Ref. BCS DJL SCO282.4**

No.

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

SOLR1 LIMITED



- 1 The Company's name is SOLR1 LIMITED
- 2 The Company's Registered Office is to be situated in Scotland
- 3 The Company's objects are
 - 3 1 To carry on business as a general commercial company
 - 3 2 To carry on for profit, directly or indirectly, and whether by itself or through a subsidiary or subsidiaries, associated, affiliated or allied companies in the United Kingdom and elsewhere any business, project, venture, whether joint or otherwise, undertaking or enterprise of any description whether of a public or a private nature and any or all trades, activities and processes in connection with or ancillary or complementary, or necessary in relation to the business of the Company
 - 3 3 To carry on any business which, in the opinion of the Directors of the Company, can be carried out for the benefit of the Company or any business which is calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, and to conduct and carry on any part of the Company's business as a separate concern, and to employ in any such separate business any particular part of the Company's capital, and to keep separate capital and income accounts of any such separate part of the Company's business
 - 3 4 To purchase, sell, feu, exchange, improve, grant securities over, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any land or interest in land and other property of any tenure or description, either for the Company exclusively or jointly with any other company, and to erect, pull down, repair, alter, develop, hold or otherwise deal with any land or buildings and adapt the same for the purposes of the Company's business
 - 3 5 To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein or likely to be required by customers or other persons having or about to have dealings with the Company

- 3 6 To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired
- 3 7 To sell, lease, exchange, surrender, or otherwise deal with the whole of the undertaking and assets of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for any shares (whether credited as partly or fully paid up or otherwise) debentures, or securities of any other company, and to divide such part or parts, as may be determined by the Company, of the purchase price, whether in cash, shares or other equivalent, which may at any time be received by the Company on a sale or other dealing with the whole or part of its property, estate, effects and rights, or as the result of any other transaction of the Company, amongst the members of the Company by way of dividend or bonus in proportion to their shares, or to the amount paid up on their shares, or otherwise to deal with this as the Company may determine
- 3 8 To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concessions or co operation with any persons or company carrying on or proposing to carry on any business within the objects of the Company and to take or otherwise acquire and hold shares or stock in, or securities of, and to subsidise or otherwise assist any such company, and to sell, hold, re issue with or without guarantee, or otherwise deal with such shares or securities
- 3 9 To promote or form any other company or companies for the purpose of acquiring all or any part of the property and liabilities of the Company for the time being, or for any other purpose which may be directly or indirectly calculated to benefit the Company, and to pay or contribute towards the preliminary expenses of any such company or companies, or provide the whole or part of the capital thereof, or take shares therein, or lend money thereto upon debentures or otherwise
- 3 10 To apply for and otherwise acquire any patents, brevets d'invention, licences, trademarks, rights to use processes, concessions and the like conferring an exclusive or non exclusive, or limited right to use any process or invention, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to work out, devise, develop, test, demonstrate, improve and perfect any such process or invention, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account any such patents, brevets d'invention, licences, trademarks, rights to use processes, concessions and the like, and the property, rights and information so acquired
- 3 11 To lend money to such persons, upon such terms and subject to such conditions as may be desirable, and with or without security therefor

- 3 12 To borrow or raise money or secure the payment of money or performance of obligations (whether by or of the Company or any other person) in such manner as the Directors shall think fit, and in particular by the granting of bonds, charges and rights in security and by the issue of debentures or debenture stock charged upon all or any of the Company's property both present and future, including its uncalled capital, and to re issue any debentures at any time paid off
- 3 13 To grant a Power of Attorney in favour of any person, partnership, firm, company or other body of persons, whether corporate or unincorporated, to carry out on behalf of the Company any act or acts that the Company may lawfully carry out and as the Company shall so authorise in a Power of Attorney
- 3 14 To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds
- 3 15 To pay for any property, rights, privileges or concessions acquired or agreed to be acquired by the Company, and generally to satisfy any payment due by, or obligations of, the Company, by the issue of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company
- 3 16 To the extent permitted by law, to give financial assistance for the purpose of the acquisition of shares in the Company or the Company's holding company for the time being (as defined by Section 736 of the Companies Act 1985) and to give such assistance by any means howsoever permitted by law
- 3 17 To draw, make, accept, endorse, negotiate, discount, buy, sell, deal in, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable or transferable instruments, securities or documents
- 3 18 To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debenture stocks, or other interests in, or obligations of any other company or corporation, and to invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient
- 3 19 To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing or procuring the underwriting of any of the shares or debentures or other securities of the Company or of any company in which the Company may be interested or proposes to be interested, or in or about the conduct of the business of the Company whether by cash payments or the allotment of shares or securities of the Company credited as paid up in full or in part, or otherwise
- 3 20 To pay out of the funds of the Company all expenses which the Company may lawfully pay relating or incidental to the formation, registration and advertising of or raising money for the Company and the issue of its capital, or for contributing to or assisting any company either issuing or purchasing

with a view to issue all or any part of the Company's capital in connection with the advertising or offering of the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or debenture stock

- 3 21 To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or to procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families, relations and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well being of the Company or of any 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 object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid
- 3 22 To remunerate any person or company rendering services to the Company, whether by cash payment or by allotment to him or them of shares, debentures, debenture stock, or other securities of the Company credited as paid up in full or in part or otherwise
- 3 23 To redeem or purchase any shares or securities of the Company, and to distribute any of the assets of the Company among the members in specie or shares or securities, either by way of dividend, or otherwise, but so that any redemption or purchase shall be in accordance with Part VIII of the Companies Act 1985 as amended or re enacted and no distribution amounting to a reduction of capital may be made without the sanction of the Court when necessary
- 3 24 To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem likely directly or indirectly to prejudice the Company's interests
- 3 25 To do all such other things as are incidental or conducive to the attainment of the above objects or any of them in any part of the world, and either as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others and either by or through agents, sub contractors, trustees or otherwise

AND IT IS HEREBY DECLARED THAT

- 3 25 1 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, firm or other body of persons, whether

corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere

3 25 2 The words "United Kingdom" in this clause means the United Kingdom of Great Britain and Northern Ireland

3 25 3 In this clause, words denoting the singular number only shall include the plural and vice versa

3 25 4 The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall not be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company

4 The liability of the members is limited

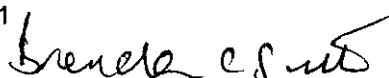
5 The Company's Share Capital is £100 divided into 100 shares of £1 each

WE, the subscribers of 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 name

Names and Addresses of Subscribers

Number of shares taken by each Subscriber

Atholl Incorporations Limited
15 Atholl Crescent
Edinburgh EH3 8HA


¹ 

For and on behalf of
Atholl Incorporations Limited
Director

TOTAL SHARES TAKEN 1

Dated 6/8/2007

WITNESS to the above signatures



DAVID JAMES LIGHTBODY
15 ATHOLL CRESCENT
EDINBURGH
EH3 8HA

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

SOLR1 LIMITED

1 Preliminary

- 1 1 The Regulations in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as that Schedule was in force on the date of adoption of these Articles (hereinafter called "Table A") shall apply to the Company save to the extent that they are excluded by or are inconsistent with any of these Articles
- 1 2 Regulations 5, 8, 46, 54, 64, 66 to 69 inclusive, 73 to 80 inclusive, 81, 82, 83, 87, 94 to 98 inclusive, 101 and 118 of Table A shall not apply to the Company

2 Interpretation

- 2 1 Regulation 1 of Table A shall apply to these Articles as it applies to the Regulations in Table A

3 Share capital

- 3 1 For the period of one year from the date of incorporation of the Company, all shares at the date of incorporation created and unissued (of whatever class) shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons (including any Director) on such terms and conditions and at such time or times as the Directors may think fit, and in particular without the necessity of first offering such shares or any of them to the holders of shares in the Company or of any class thereof, and the Directors may grant to any person or persons (including any Director) the right to subscribe for, or to convert any security into, shares in the Company either at par or at a premium, and for such time and for such consideration as the Directors may think fit
- 3 2 The Company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit notices of any trusts in respect of any of the shares of the Company Notwithstanding any such acceptance and/or the making of any such record, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were absolute owners thereof For the purpose of this Article 'trust' includes any right in respect of any shares of the Company other than an absolute right thereto in the

registered holder thereof for the time being or such other rights in case of transmission thereof as hereinafter mentioned

4 Lien

- 4 1 The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share and, in the case of a share standing registered in the name of a single person, for all moneys presently payable by that person or his estate to the Company. The Directors may at any time declare any share to be wholly or partially exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of that share, whether by way of dividend or otherwise.

5 Proceedings at general meetings

- 5 1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded. Subject to the provisions of the Act, a poll may be demanded by any member present in person or by proxy.

6 Votes of members

- 6 1 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative shall have one vote, and on a poll every member shall have one vote for every share of which he is the holder.

7 Number of directors

- 7 1 The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution of the Company. Subject to and in default of such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions expressed by these Articles to be vested in the Directors generally, and Regulations 89 and 90 in Table A shall be modified accordingly.

8 Alternate directors

- 8 1 An Alternate Director shall be entitled to receive notice of all meetings of Directors and of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence.
- 8 2 Any appointment or removal of an Alternate Director may be made by letter, cable, telex, telegram, facsimile message or electronic communication or in any other manner approved by the Directors.

Any cable, telex, telegram, facsimile message or electronic communication shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile

- 8 3 The remuneration of any Alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and his appointor
- 8 4 An Alternate Director shall cease to be an Alternate Director if his appointor ceases for any reason to be a Director, but if a Director, having vacated office at a meeting of the Company, is re appointed or deemed to have been re appointed at that meeting, any appointment of an Alternate Director made by him which was in force immediately prior to his vacation of office shall continue after his re appointment
- 8 5 Every person acting as an Alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him
- 8 6 An Alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote

9 Appointment and retirement of directors

- 9 1 No Director shall be required to retire from office at any annual general meeting
- 9 2 No person shall be appointed or re appointed a Director at any general meeting unless
 - 9 2 1 he is recommended by the Directors, or
 - 9 2 2 not less than three nor more than twenty one clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed or re appointed
- 9 3 At any time and from time to time the Company may (without prejudice to the powers of the Directors under Article 9 4) by ordinary resolution appoint any person a Director (but so that the maximum number of Directors (if any) from time to time fixed in accordance with these Articles is not exceeded)
- 9 4 The Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director, but so that the maximum number of Directors (if any) from time to time fixed in accordance with these Articles is not exceeded A Director so appointed shall not be required to vacate office at the next following annual general meeting

10 Disqualification and removal of directors

10 1 The office of a Director shall be vacated if

- 10 1 1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director, or
- 10 1 2 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- 10 1 3 he is, or may be, suffering from mental disorder and either
 - 10 1 3 1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984, or
 - 10 1 3 2 an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- 10 1 4 he resigns his office by notice to the Company, or
- 10 1 5 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated

11 Remuneration of directors

- 11 1 The remuneration of the Directors shall be determined by the Company in general meeting from time to time. Such remuneration shall be divided among the Directors in accordance with the determination of the Company in general meeting or in such proportions as may be agreed by all the Directors, but, in default of such determination or agreement, if all the Directors have been in office throughout the year, the remuneration shall be divided equally among them, and if they have not, it shall be divided among them rateably in proportion to the parts of the year during which they have respectively been Directors

12 Directors' expenses

- 12 1 The Directors (including Alternate Directors) may be repaid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company

- 12 2 Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who, for the purpose of discharging his duties, travels to or resides in any place other than that in which he usually resides may be paid such extra remuneration (whether by way of lump sum, commission or participation in profits or otherwise) as the Directors may determine

13 Directors' gratuities and pensions

- 13 1 The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death, to any persons or to the widow or dependants of any person in respect of services rendered by him to the Company in any office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company, notwithstanding that he may be or may have been a Director of the Company, and the Company may make payments towards insurances or trusts for such purposes in respect of such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person

14 Proceedings of directors

- 14 1 A Director may vote in respect of any contract or arrangement notwithstanding that he may be interested therein and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration
- 14 2 A resolution of which any Director has signified his approval by letter, cable, telex, telegram, facsimile message or electronic communication shall be as valid and effectual as a resolution in writing signed by that Director

15 Directors' Meetings

- 15 1 Without prejudice to the first sentence of Clause 88 of Table A, a meeting of the Directors, or of a committee of the Directors, may be held either in person or by conference call, live video link, or any other suitable means agreed between the Directors or committee of Directors in which all participants may communicate simultaneously with all other participants. A Director taking part in a meeting by conference call, live video link or any other suitable means determined by the Directors or committee of Directors shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the meeting is assembled, or, if there is no such group, where the Chairman of the meeting is. The word "meeting" when referring to a meeting of the Directors, or of a committee of the Directors, in these Articles shall be construed accordingly

16 Winding up

- 16 1 If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively, Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions

17 Indemnity

- 17 1 Subject to the provisions of the Act but without prejudice to any indemnity which may otherwise be available, every Director, Managing Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by and out of the assets of the Company against

17 1 1 all charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto, and

17 1 2 any liability incurred by him in

17 1 2 1 defending any proceedings, whether civil or criminal, in which judgement is not given against him, or

17 1 2 2 in connection with any application in which relief is granted to him by the Court from liability for negligence, breach of duty or breach of trust in relation to the affairs of the Company

- 17 2 The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company

NAMES AND ADDRESSES OF SUBSCRIBERS

Atholl Incorporations Limited
15 Atholl Crescent
Edinburgh EH3 8HA

Brenda CS

For and on behalf of
Atholl Incorporations Limited
Director

Dated 6/8/2007

WITNESS to the above signatures

David James
DAVID JAMES WIGHTBOOM
15 ATHOLL CRESCENT
EDINBURGH
EH3 8HA