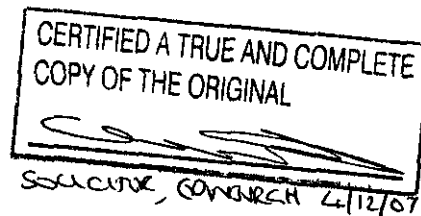


Registered Number SC332452



COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF THOMSONS PROPERTY COMPANY LIMITED

The following resolution is proposed by the Directors to be passed by the Company as a Special Resolutions

"THAT the regulations contained in the document submitted to this meeting and for the purposes of identification signed by the chairman as relative to this paragraph of this resolution be and are hereby approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company"

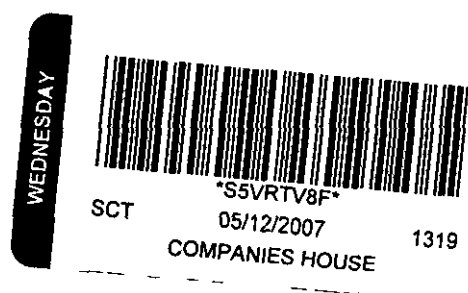
The persons named below, being a person entitled to vote on the Resolution on, 15 November 2007 hereby indicates their agreement to the resolutions

x *Gordon Lawrence Meams*  
Signature of Member  
Gordon Lawrence Meams

Date 16/11/07

x *Lesley Graham*  
Signature of Member  
Lesley Graham


Date 16/11/07



**Notes:**

- 1 You can choose to agree to all of the Special Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
  - **By Hand:** delivering the signed copy to Biggart Baillie, 7 Castle Street, Edinburgh, EH2 3AP.
  - **Post:** returning the signed copy by post to Biggart Baillie, 7 Castle Street, Edinburgh, EH2 3AP.
  - **Fax:** faxing the signed copy to 0131 226 2278 marked "For the attention of Philip Knight"
  - **E mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to [pknight@biggartbaillie.co.uk](mailto:pknight@biggartbaillie.co.uk) Please enter "Written resolutions dated 15 November 2007 in the e-mail subject box".

If you do not agree to all of the resolutions, you do not need to do anything. you will not be deemed to agree if you fail to reply.
2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
3. Unless, by 13 December 2007, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.

 XGM

THE COMPANIES ACT 1985 TO 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

THOMSONS PROPERTY COMPANY LIMITED

(Adopted pursuant to a special resolution passed on 16 November 2007)

Received  
- 4 DEC 2007  
A.G.N

2007

BIGGART BAILLIE LLP

THE COMPANIES ACT 1985 TO 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

THOMSONS PROPERTY COMPANY LIMITED

(Adopted by Special Resolution passed on 16 November 2007)

1 PRELIMINARY

The company is established as a private company within the meaning of the Companies Act 1985, and subject as hereinafter provided the Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (s1 1985/805) as amended by The Companies (Tables A to F) (Amendment) Regulations 1985, (SI1985/1052) the Companies Act (Electronic Communications) Order 2000 (SI 2000/3373) and in so far as they relate to private companies by The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and The Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2207/2826) (such Table being hereinafter called "Table A") shall apply to the Company with the exception of Regulations 24, 25, 26, 42, 43, 46, 47, 50, 64, 70, 76 79 (inclusive), 81, 85, 86, 89, 93, 94 and 95 of Table A and 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

2 INTERPRETATION

- 2 1 Regulation 1 in Table A shall be read and construed as if the words "and in the Articles of Association adopting the same" were inserted after the word "regulations" in the first line thereof
- 2 2 Words and expressions defined in the Act shall have the same meaning in these Articles
- 2 3 In these Articles words denoting the singular include the plural and vice versa, words denoting the masculine gender include the feminine and the neuter genders, and words denoting persons include firms or corporations

3 ISSUE OF SHARES

- 3 1 The Company shall be a private limited company limited by shares in the sense of Section 1 of the Act No invitation shall be made to the public to subscribe for any Shares or debentures of the Company and the Company and its Directors, officials, agents and all others acting on its behalf are hereby prohibited from making any such invitation to the public
- 3 2 Subject to this Article 3, the Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot Shares up to the amount of the total unissued Share Capital of the Company (original and increased) for the time being at any time or times during the period of five years from the date of adoption of these Articles or

during any further period of renewal of authority conferred by these Articles or by the Company in general meeting, whichever is the later

- 3 3 Any Shares proposed to be issued shall first be offered to the Members in proportion as nearly as may be to the number of the existing Shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of Shares offered and the period (being not less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. The offer shall further invite each Member to state in his reply the number of additional Shares (if any) in excess of his proportion which he desires to purchase and if all such members do not accept the offer in respect of their respective proportions in full the Shares not so accepted shall be used to satisfy the claims for additional Shares as nearly as may be in the proportion to the number of Shares already held by them respectively, provided that no Member shall be obliged to take more Shares than he shall have applied for. If any Shares shall not be capable without fractions of being offered to the Members in proportion of their existing holdings of Shares, the same shall be offered to such Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.
- 3 4 Any Shares not taken up in accordance with the foregoing provisions and any Shares released from the provisions of this Article 4 by such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the proposed allottees thereof than the terms on which they were offered to the Members.
- 3 5 In accordance with Section 91 of the Act, the provisions of Sections 89 (1) and 90 (1) to (6) of the Act are hereby expressly excluded.
- 3 6 Regulation 5 of Table A shall be amended by adding the words "provided that the Company shall be bound to recognise the trust capacity of persons in respect of whom Shares are entered in the Register of Members of the Company in the names of persons as trustees under a trust to which the Trusts (Scotland) Act 1921 applies and any Deed of Assumption and Conveyance or Minute of Resignation by any such persons shall be recognised by the Company as effecting the purposes therein contained".

#### 4 SHARE CERTIFICATES

The Company shall not adopt a common seal and accordingly the words "be sealed with the seal and shall" shall be deleted from the second sentence of Regulation 6 of Table A.

#### 5 LIEN

The Company shall have a first and paramount lien on every Share for (i) all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share and (ii) for all moneys presently payable by the registered holder thereof or his estate to the Company, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a Share shall extend to all rights attaching thereto and all dividends and sums payable thereon.

#### 6 TRANSFER AND TRANSMISSION OF SHARES

##### 6 1 All transfers of Shares must

- 6 1 1 be lodged at the Registered Office or such other place as the Directors may appoint and be accompanied by the certificate for the Shares to which it

relates and/or such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and

6.1.2 be in respect of one class of Shares only, and

6.1.3 be in favour of not more than one transferee

Any direction (by way of renunciation, nomination or otherwise) by a Member entitled to an allotment of Shares to the effect that such Shares or any of them be allotted or issued to or registered in name of some person other than himself shall for the purpose of these Articles be deemed to be a transfer of Shares

6.2 For the purposes of these Articles

6.2.1 "Privileged Relation" in relation to a Member means the spouse or widow or widower of the Member and the Member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the Member's children,

6.2.2 "Family Trust" in relation to any Member means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that Member and/or one or more Privileged Relations of that Member and under which no power or control is capable of being exercised over the votes of any Shares which are the subject of the trust by any person other than the trustees of such trust or the relevant Members Privileged Relations,

6.2.3 "Settlor" means, in relation to a Family Trust, the original person by whom the Shares held by that Family Trust were transferred to the Family Trust and/or includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased Member

6.3 Notwithstanding any other provision in these Articles, any Member may at any time transfer (or by will bequeath), all or any Shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust provided that the proposed transfer will not result in 50% or more in the aggregate of the Company's equity share capital being held by trustees of that and any other trusts and that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company

6.4 Where any Shares are held by trustees upon a Family Trust

6.4.1 on any change of trustees, such Shares may be transferred to the new trustees of that Family Trust,

6.4.2 such Shares may be transferred at any time to the Settlor or to another Family Trust of the Settlor or to any Privileged Relation of the Settlor,

6.4.3 if and whenever any such Shares cease to be held upon a Family Trust (otherwise than in consequence of a transfer to the Settlor or to another Family Trust of the Settlor) or by any Privileged Relation of the Settlor, a Transfer Notice (as hereinafter defined) shall be deemed to have been given in respect of the relevant Shares (as hereinafter defined) by the holders thereof and such Shares may not otherwise be transferred,

6.4.4 for the purposes of this Article the expression "relevant Shares" means and includes the Shares originally transferred to the trustees of a Family Trust and any additional Shares issued or transferred to such trustees by virtue of the holding of the relevant Shares or any of them

- 6 5 Notwithstanding any other provision in these Articles, any Member may at any time transfer all or any Shares held by him to a nominee and any Shares held by such a nominee may be transferred back to the original owner or to another nominee for the same provided that both the transferor and the transferee first certify to the Directors and the Directors are satisfied that no beneficial interest in such Share will pass by reason of the transfer
- 6 6 The following provisions shall apply to all transfers of Shares except transfers permitted under Articles 6 2 to 6 6 hereof
- 6 7 Any Member proposing to transfer any Shares must give prior written notice to the Company specifying the proposed transferee, the number of Shares proposed to be transferred and in the case of a sale, the proposed price per Share, or in the case of any other transfer, the amount which in his opinion constitutes the value per Share. The other Members shall in accordance with the following provisions of this Article 6 have the right to purchase all (but not only some of) such Shares either at the said proposed price or stated value per Share or the fair value per Share fixed by an independent expert as specified in paragraph 6 9 below. For the purposes of these Articles the Member proposing to transfer any Shares is called "the Vendor", the prior written notice he must give is called "Transfer Notice", the Shares the Vendor proposes to transfer as specified in a Transfer Notice are called "the Offered Shares", and the other Member or Members purchasing such Shares is/are called "the purchasing Member(s)"

A Transfer Notice authorises the Company to sell all (but not only some of) the Offered Shares to the purchasing Member(s) as agent of the Vendor, either at the price or value per Share specified in the Transfer Notice or at the fair value per Share fixed by the independent expert as specified in paragraph 6 9 below. Unless the Directors resolve otherwise, a Transfer Notice cannot be withdrawn

- 6 8 The Offered Shares shall be offered to the Members (other than the Vendor) as nearly as may be in proportion to the number of Shares held by the Members (other than the Vendor) respectively. Such offer shall be made by notice in writing (hereinafter called an "Offer Notice") within seven days after the receipt by the Company of the Transfer Notice

The Offer Notice shall state the proposed transferee and the price or value per Share specified in the Transfer Notice and shall be open for written acceptance only for a period of fourteen days from its date, provided that if a certificate of valuation is requested under paragraph 6 9 below the offer shall remain open for such written acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph is given by the Company to the Members. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company

The Offer Notice shall further invite each Member to state in his reply the number of additional Shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full, the Shares not so accepted shall be used to satisfy the claims for additional Shares as nearly as may be in the proportion to the number of Shares already held by the claimants respectively, provided that no Member shall be obliged to take more Shares than he shall have applied for

If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit

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- 6.9.1 Any Member may, not later than seven days after the date of the Offer Notice, serve on the Company notice in writing requesting that the fair value of the Offered Shares be fixed by an independent Chartered Accountant (who may be the Auditor or Auditors of the Company) mutually chosen by the Vendor and the said Member or failing agreement as to such choice nominated on the application of either party by the President for the time being of the Institute of Chartered Accountants of Scotland. Such Accountant (hereinafter called "the Valuer") shall be deemed to act as an expert and not as an arbiter and his determination of the fair value shall be final and binding for all purposes hereof. The Valuer shall certify his opinion of the fair value of the Offered Shares in writing signed by him. The Valuer shall determine the fair value of the Offered Shares on the basis that the fair value of each Offered Share shall be calculated on the basis that the value of each Share is the value of the Company (taking into account the net asset value of any heritable property of the Company) divided by the total number of Shares then in issue and, (in respect of the Offered Shares) without making any adjustment to reflect a minority or majority shareholding.
- 6.9.2 In determining the value of the heritable property of the Company, the Valuer shall seek the advice of a firm of independent Chartered Surveyors mutually chosen by the Vendor and the said Member or failing agreement as to such choice nominated on the application of either party by the President for the time being of the Royal Institute of Chartered Surveyors in Scotland, who shall value any heritable property at open market value of the relevant heritable property, which for this purpose shall mean the price which a willing buyer might reasonably be expected to pay a willing seller on the open market for the relevant heritable property with the benefit of (i) any planning permissions obtained having regard to the terms and conditions pertaining to said planning permission and any other requisite consents and (ii) the investment value in the existence of any occupational lease of the relevant heritable property.
- 6.9.3 The Valuer's (and any Surveyor's) costs shall be borne equally between the Vendor and the Member(s) in question.
- 6.9.4 On receipt of the Valuer's certificate the Company shall by notice in writing inform all Members (including the Vendor) of the fair value of the Offered Shares and of the price per Share (being the lower of the price or value specified in the Transfer Notice and the fair value of each Share) at which the Offered Shares are offered for sale. For this purpose the fair value of each of the Offered Shares shall be the fair value of the Offered Shares certified as aforesaid divided by the number of the Offered Shares.
- 6.10 If purchasing Members shall be found for all (but not only some of) the Offered Shares within the relevant period specified in paragraph 6.8 above the Company shall not later than seven days after the expiry of such period give notice in writing (hereinafter called a "Sale Notice") to the Vendor specifying the purchasing Members and the Vendor shall be bound upon payment of the price due in respect of all the Offered Shares to transfer the same to the purchasing Members.
- 6.11 If the Vendor shall fail to sign and deliver a valid transfer of any of the Offered Shares which he has become bound to sell pursuant to the foregoing provisions, the Secretary of the Company or, if the Secretary shall be the Vendor, any Director of the Company other than the Vendor, shall be deemed to have been appointed agent of the Vendor with full power to complete, execute and deliver in the name and on behalf of the Vendor transfers of the Shares to be sold by him pursuant to these provisions, and to receive payment of the price on his behalf and to give a valid receipt and discharge therefor.



The Directors shall register any transfer granted in pursuance of these powers notwithstanding that the Certificate or Certificates for the Offered Shares may not be produced with such transfers and after the purchasing Member(s) has/have been registered in exercise of these powers, the validity of the proceedings shall not be questioned by any person

- 6 12 If no Sale Notice shall be given by the Company to the Vendor within the time limit specified in paragraph 6 10 above or if purchasing Members are not found for all the Offered Shares, the Vendor shall be entitled, for a period of thirty days after the expiry of such time limit, to transfer the Offered Shares to the proposed transferee specified in the Transfer Notice but in the case of a sale, at not less than the lower of the price stated in the Transfer Notice and the fair value if this has been fixed by the Valuer, and the Directors shall register such transfer(s)
- 6 13 Any purported transfer of Shares by any Member not preceded by a Transfer Notice given in accordance with the foregoing provisions shall be of no effect unless the other Members shall have validly waived their rights in writing, and no such purported transfer shall be registered by the Directors
- 6 14 To the end of Regulation 29 of Table A there shall be added "provided that nothing in this Regulation shall apply to Shares held by two or more persons as trustees under a trust to which the Trusts (Scotland) Act 1921 applies"

## 7 PROCEEDINGS AT GENERAL MEETINGS

- 7 1 At any adjourned meeting of the Company held in accordance with Regulation 41 of Table A, if a quorum shall not be present within 15 minutes of the time appointed for the meeting, the meeting shall be dissolved
- 7 2 The Chairman, if any, of the Board of directors, shall preside at every General Meeting, but if there is no Chairman of the Board of Directors or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the members present shall choose one of the directors, or if no director be present, or if all the directors present decline to take the Chair, they shall choose a member present to be Chairman of the Meeting
- 7 3 At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by
  - 7 3 1 at least two persons entitled to vote at the Meeting each being a member or a proxy for a member or a duly authorised representative of a corporation, or
  - 7 3 2 by a member or member's representing of at least ten per cent of the total voting rights of all the members (whether or not present at the Meeting) having the right to vote at the Meeting, or
  - 7 3 3 a member or members holding shares conferring a right to vote at the meeting and at which the aggregate sum paid up is not less than one tenth of the total sum paid up on all the shares conferring the right to vote

An instrument appointing a proxy to vote at a meeting is deemed also to confer authority to demand or join in demanding a poll and for the purposes of this article a demand by a person as a proxy for a member is the same as a demand by the member

- 7 4 Unless a poll is demanded in accordance with Article 7 3 above (and such demand is not withdrawn before the poll is taken), a declaration by the Chairman that the resolution has, on a show of hands, been carried, or carried unanimously, or by a

particular majority, or lost or not carried by a particular majority, shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution

7 5 In Regulation 48 of Table A the words "but only with the consent of the Chairman" shall be deleted

7 6 The chairman of a meeting shall not have a second or casting vote in addition to his own vote and Regulation 50 of Table A shall not apply

## 8 DIRECTORS

8 1 The number of Directors (other than Alternate Directors) shall be subject to a maximum of two but shall not be subject to a minimum and there may be a sole Director. A sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally and Regulations 89 and 90 of Table A shall be modified accordingly

8 2 A director need not be a member of the Company but shall be entitled to receive notice of and to attend all General Meetings of the Company

8 3 The office of a director shall be vacated

8 3 1 if by notice in writing to the Company he resigns the office of director;

8 3 2 if he ceases to be a director in virtue of any provisions of the Act or becomes prohibited by law from being a director,

8 3 3 if he becomes bankrupt or insolvent, or enters into any arrangement with his creditors, or

8 3 4 if he becomes of unsound mind

## 9 DIRECTORS INTERESTS

9 1 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of his interest, a director notwithstanding his office:

9 1 1 may be a party to, or otherwise interested in, any existing or proposed transaction or arrangement with the company or in which the company is otherwise interested,

9 1 2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise interested, and

9 1 3 shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

9 2 Subject to the provisions of the Act and provided he shall have declared his interest in the matter a director shall be entitled to vote and to be counted in the quorum at a meeting of the directors or of any committee of directors on any resolution concerning a matter on which he has, directly or indirectly, an interest or duty which conflicts or may conflict with the interests of the Company. In relation to an alternate director the interest of his appointor shall be treated as the interest of the alternate in addition to any interest which the alternate may otherwise have

9 3 For the purposes of Articles 9 3 and 9 4 -

9 3 1 a general notice to the directors that a director is a member of a specified firm or company and is to be regarded as interested in contracts which are made with the company or firm after the date of the notice shall be deemed to be a sufficient disclosure of his interest in relation to the contract,

9 3 2 a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any transaction or arrangement with the persons specified in the notice, and

9 3 3. an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

9 4 A director may act himself, or by a firm or company in which he is interested (as a partner, member, director or otherwise) in a professional capacity for the Company, and he or such firm or company shall be entitled to remuneration for professional services as if he were not a director

## 10 POWERS AND DUTIES OF DIRECTORS

Subject to the provisions of the Act, the Memorandum and Articles of the Company, and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company

## 11. BORROWING POWERS

The Directors of the Company may, without prejudice to their general powers, exercise all the powers of the Company (whether express or implied) to borrow and/or secure the payment of money, to guarantee the payment of money and the fulfilment of obligations and the performance of contracts and to mortgage or charge the property, assets and uncalled capital of the Company and (subject to Section 80 of the Act) to issue debentures, debenture stock and all other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party and that upon such terms and in such manner as they think fit

## 12 PROCEEDINGS OF DIRECTORS

12 1 The Chairman of the board or of any meeting of the Directors shall not in the event of an equality of votes have a second or casting vote and Regulation 88 of Table A shall be deemed to be amended accordingly

12 2 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 provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors

12 3 Each Shareholder shall be entitled at any time and from time to time to appoint a person who is willing to act 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 fixed by or in accordance with these Articles as the maximum number of Directors and each Shareholder shall be entitled to remove or replace any Director so appointed

12 4 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if

it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors, but a resolution signed by an alternate director need not also be signed by his appointer and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity

- 12 5 Any director may participate in a meeting of the directors or a committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and subject to the provisions of these Articles the meeting shall constitute a meeting of the directors or a committee of the directors as the case may be. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is

### 13 NOTICES

- 13 1 A notice may be given by the Company to any Member either personally or by sending it by pre paid post, facsimile, cable, telex or electronic mail to his registered address within the United Kingdom or to any other address within the United Kingdom supplied by him to the Company for the giving of notice to him. A properly addressed and pre paid notice sent by post shall be deemed to have been given, in the case of a meeting, upon the day following that on which the notice is posted and, in the case of a notice of any other matter, at the time at which the notice would be delivered in the ordinary course of post. A Member giving to the Company an address outside the United Kingdom shall be entitled to receive all notices by air mail, or (at the Company's option) cable, telex, facsimile or electronic mail. A properly addressed and pre paid notice by air mail shall be deemed to have been given at the expiry of ten days from the date of posting.
- 13 2 A notice given by telex, facsimile or electronic mail shall be deemed to have been given at the same time as it is transmitted by the Company.

### 14 DIRECTORS INDEMNITY AND INSURANCE

- 14 1 A relevant director shall be indemnified out of the company's assets against any liability (other than a liability to the company or an associated company) which that director incurs in connection with
- 14 1 1 civil proceedings in relation to the company or an associated company (other than a liability incurred in defending proceedings brought by the company or an associated company in which final judgment is given against the directors),
  - 14 1 2 criminal proceedings in relation to the company or an associated company (other than a fine imposed in such proceedings, or a liability incurred in defending proceedings in which the director is convicted and the conviction is final,
  - 14 1 3 regulatory action taken by or a regulatory investigation by a regulatory authority in relation to the company or an associated company (unless a sum is payable to a regulatory authority by way of a penalty in respect of non compliance with any requirement of a regulatory nature (however arising)),
  - 14 1 4 any application for relief

14 1 4 1 under section 144(3) or (4) of the Act (acquisition of shares by innocent nominee), or

14 1 4 2 section 727 of the Act (general power of court to grant relief in case of honest and reasonable conduct),

unless the court refuses to grant the director relief, and the refusal of relief is final, or

14 1 5 civil proceedings in relation to an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) of which the company is a trustee in respect of liability incurred in connection with the company's activities as a trustee of the scheme (other than a fine imposed in criminal proceedings, a sum payable to a regulatory authority by way of a penalty in respect of non compliance with any requirement of a regulatory nature (however arising) or a liability incurred in defending proceedings in which the director is convicted and the conviction is final)

14 2 A judgement , conviction or refusal of relief becomes final

14 2 1 if not appealed against, at the end of the period for bringing an appeal, or

14 2 2 if appealed against, at the time when the appeal (or any further appeal) is disposed of

14 3 An appeal is disposed of

14 3 1 if it is determined and the period for bringing any further appeal has ended, or

14 3 2 if it is abandoned or otherwise ceases to have effect

14 4 In this article

14 4 1 companies are associated if one is a subsidiary of the other or both and subsidiaries of the same body corporate, and

14 4 2 a 'relevant director' means any director or former director of the company

15 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

In this article

15 1 a "relevant officer" means any director or former director of the company, any other officer or employee or former officer or employee of the company (but not its auditors) or any trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) for the purposes of an employees' share scheme of the company, and

- 15.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any company associated with the company (within the meaning of article 20 above) or any pension fund or employees' share scheme of the company