



FILE COPY

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

Company No. 354580

The Registrar of Companies for Scotland hereby certifies that

LANCASTER SHELF 96 LIMITED

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

Given at Companies House on **5th February 2009**



NSC354580G



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Please complete in typescript,
or in bold black capitals.

CHWP000

12

Declaration on application for registration

SC 354580

Company Name in full

Lancaster Shelf 96 Limited

I, Christine Gorman

of 2 Lancaster Crescent, Glasgow G12 0RR

† 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

Christine Gorman

Declared at Glasgow

On Day Month Year
0 4 0 2 2 0 0 9

① Please print name.

before me ① John Roderick Hector Cameron

Signed

John Roderick Hector Cameron

Date

4.2.09

† 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 record.

Hector Cameron Solicitor

2 Lancaster Crescent, Glasgow

G12 0RR

Tel 0141 337 6363

DX number None

DX exchange None

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



SCT

SOINP74L
05/02/2009
COMPANIES HOUSE

99

ge

THURSDAY



Companies House
for the record

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

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1

10

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

Company Name in full

Lancaster Shelf 96 Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

2 Lancaster Crescent

Post town

Glasgow

County / Region

Strathclyde

Postcode

G12 0RR

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

Hector Cameron

Address

2 Lancaster Crescent

Post town

Glasgow

County / Region

Strathclyde

Postcode

G12 0RR

Number of continuation sheets attached

1

You do not have to give any contact
information in the box opposite but if
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Glasgow G12 0RR

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for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2



SOINQ74M

05/02/2009

COMPANIES HOUSE

98

THURSDAY

Company Secretary (see notes 1-5)

| | | | |
|---|-----------------|----------------------------|--------------|
| Company name | | Lancaster Shelf 96 Limited | |
| NAME | *Style / Title | Mrs | *Honours etc |
| Forename(s) | | Christine | |
| Surname | | Gorman | |
| Previous forename(s) | | None | |
| Previous surname(s) | | None | |
| ** 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 ** | 2 Lancaster Crescent | |
| | | | |
| | Post town | Glasgow | |
| | County / Region | Strathclyde | Postcode |
| | Country | Scotland | |

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

Consent signature

Christine Gorman

Date

4/2/09

Directors (see notes 1-5)

Please list directors in alphabetical order

| | | | |
|---|-----------------|----------------------|--------------|
| NAME | *Style / Title | Mr | *Honours etc |
| Forename(s) | | John Roderick Hector | |
| Surname | | Cameron | |
| Previous forename(s) | | None | |
| Previous surname(s) | | None | |
| ** 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 ** | 2 Lancaster Crescent | |
| | | | |
| | Post town | Glasgow | |
| | County / Region | Strathclyde | Postcode |
| | Country | Scotland | |

Day Month Year

Date of birth

1 1 0 6 1 9 4 7

Nationality

British

Business occupation

Solicitor

Other directorships

See attached list

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

Consent signature

John Roderick Hector

Date

4.2.09

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address **

** 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.

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

Signed

Signed

Signed

Signed

Signed

Signed

Date

Date

Date

Date

Date

Date

Date

J R Hector Cameron's Directorships as at 4th February 2009

pursuant to section 288 of the Companies Act 1985

Central Property Assets Limited – r. 03.04
Paradigm Real Estate Managers Limited – r. 6.04
Kirklee Scotch Whisky Limited – r. 07.04
Woodlands Development Limited – r. 8.04
Signplan Limited – r. 8.04
JMR Accounts Limited – r. 9.04
Glasgow Locum Group Limited – r. 09.04
Golden Square Investments Limited – d. 29.10.04
Paradigm Asset Managers Limited – d. 29.10.04
Paradigm Real Estate Managers Limited – r. 6.04
MARL Limited – r. 03.05
Capital Lock Up Limited – d. 09.05
Stadium Supermarkets Limited – d 10.05
Heathman Estates Limited – r. 11.05

Lancaster Nominees Limited
Lancaster Properties Glasgow Limited
Lancaster Shelf Companies (Various)



The Companies Acts 1985 and 2006

A Private Company Limited by Shares



Memorandum of Association

of

Lancaster Shelf 96 Limited



1. The Company's name is **Lancaster Shelf 96 Limited**
2. The Registered Office of the Company is to be situated in Scotland.
- 3.1 **The Company's objects are:-**
 - 3.1.1 To carry on the business or businesses of general merchants, importers, exporters, manufacturers, factors, mail order dealers, brokers and dealers, both wholesale and retail in merchandise of every description, industrial plant and machinery, electronic equipment, ironmongery, metal goods, plastic goods, mechanically propelled vehicles and vessels of every description, chemicals, drugs, foodstuffs, textiles, leather, clothing and wearing attire, fancy goods, farm produce, animal seed, agricultural and horticultural machinery, furniture, carpets, pictures, jewellery, watches, clocks, microscopes, binoculars, telescopes, cameras, rubbers, latex, vulcanite and goods manufactured either wholly or partly from any of these substances.
 - 3.1.2 to carry on business as a general commercial company;
 - 3.1.3 to promote the interests and objects of any company which is for the time being a subsidiary, holding company or subsidiary of any holding company of the Company or any undertaking which is for the time being a subsidiary undertaking of the Company or of any holding company of the Company (any such company being hereinafter referred to in this clause 3 as a "Group Company") in any manner whatever and, in particular, by paying or discharging the liabilities thereof (or by giving any undertaking to do so), by giving any indemnity or guarantee in respect of such liabilities and by giving any security in any manner as hereinafter empowered for any such indemnity or guarantee or for the payment of money or performance of obligations by any Group Company, either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests and objects as aforesaid; and all so that the interests and objects of any Group Company shall also be interests and objects of the Company;
 - 3.1.4 to carry on for profit, directly or indirectly and whether by itself or through any Group Company or with any other person, firm or company in the United Kingdom or elsewhere in all or any of their branches, any business, trade, undertaking, project or enterprise of any description whether of a private or public character and all or

any trades, processes and activities connected therewith or ancillary or complementary thereto; and

3.1.5 to manufacture, develop, process, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances, articles, services and materials (tangible or intangible) of any kind;

3.2 **And in furtherance of such objects the Company shall have power;**

3.2.1 to carry on any other trade or business whatever which can in the opinion of the directors be advantageously carried on in connection with or ancillary to any of the interests, objects or businesses of the Company;

3.2.2 to purchase or by any other means acquire and take options over any property whatever and any rights or privileges of any kind over or in respect of any property;

3.2.3 to apply for, register, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, *brevet d'invention*, licences, trademarks, marks, designs, protections, ideas, inventions and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any of the same which the Company may acquire, propose to acquire or be in any way interested in;

3.2.4 to acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company or any Group Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company or to acquire an interest in, amalgamate, or enter into partnership or joint venture, or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company or for subsidising or otherwise assisting any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares or securities (the expression "shares and securities" being defined in clause 3.3.4 hereof) that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares or securities so received;

3.2.5 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company;

3.2.6 to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined by the directors and to hold or otherwise deal with any investments made;

3.2.7 to lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to

secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company;

- 3.2.8 to borrow or raise money in any manner the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, assignation, disposition, conveyance, pledge, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, assignation, disposition, conveyance, pledge, lien or other security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- 3.2.9 to guarantee and/or give security for the payment of money by, or the performance of obligations of all kinds by any person, firm or company and in the giving of any security in respect of any such guarantee to grant in favour of any other person, firm or company any mortgage, charge, standard security, assignation, disposition, conveyance, pledge, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital;
- 3.2.10 to draw, make, accept, endorse, discount, execute, issue, negotiate and deal in cheques, promissory notes, bills of exchange, bills of lading and other shipping documents, warrants, debentures, documentary credits and other negotiable or transferable instruments and to buy, sell and deal in currencies, commodities, options, traded options (financial or commodity) and all other like financial transactions;
- 3.2.11 to apply for, promote and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests or objects and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests or objects;
- 3.2.12 to enter into arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or the furtherance of its interests and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions;
- 3.2.13 to subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares or securities which may be issued or guaranteed by any person, firm or company constituted or carrying on business in any part of the world, and shares and securities issued or guaranteed by any government or authority, supreme, municipal, local or otherwise in any part of the world;
- 3.2.14 to issue and allot shares and securities of the Company or any Group Company for cash or in payment or part payment for any property purchased or acquired by the

Company or any services rendered to the Company or any Group Company or as security for any obligation or amount or for any other purpose;

- 3.2.15 to control, manage, finance, subsidise, co-ordinate or otherwise assist any person, firm or company, to provide for any person, firm or company secretarial, administrative, educational, technical, commercial and other services and facilities of all kinds and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any person, firm or company;
- 3.2.16 to promote any person, firm or company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company or any Group Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or any Group Company or to enhance the value of any property or business of the Company or any Group Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such person, firm or company for the aforesaid purposes;
- 3.2.17 to sell or otherwise dispose of the whole or any part of the undertaking, business, property or assets of the Company, either together or in portions, for such consideration as the Company may think fit including but not limited to the shares or securities of any person, firm or company purchasing the same;
- 3.2.18 to act as agents or brokers and as trustees for any person firm or company and to undertake and perform sub-contracts;
- 3.2.19 to remunerate any person rendering services to the Company or any Group Company either by cash payment or by the allotment to him or them of shares or securities of the Company or any Group Company;
- 3.2.20 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company or any Group Company is engaged;
- 3.2.21 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company or any Group Company, or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company or any Group Company;
- 3.2.22 to support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company and any Group Company or the directors or employees thereof, or which may be connected with any town or place where the Company or any Group Company carries on business; to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company or any Group Company or the predecessors in business of the

Company or any Group Company and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance including insurance for any director, officer or auditor against any liability as is referred to in section 310(1) of the Act; to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their spouses, surviving spouses, children and other relatives and dependents, and; to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or any Group Company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained;

- 3.2.23 to give financial assistance directly or indirectly for the purposes of acquiring shares or securities in the Company, any Group Company or any other company or to reduce or discharge any liability incurred for such purpose;
- 3.2.24 to provide all requisite accommodation and facilities for the purposes of the Company or any Group Company;
- 3.2.25 to insure against losses, damages and risks of all kinds whether in respect of property or persons or any other matter or thing in which the Company or any Group Company has an insurable interest;
- 3.2.26 to distribute among the members of the Company *in specie* or in kind any property of the Company of whatever nature;
- 3.2.27 to procure the Company to be registered or recognised in any part of the world;
- 3.2.28 to advertise or adopt such means as may seem expedient of making known the products of the Company or any Group Company or those of any other person, firm or company it may represent;
- 3.2.29 to cease carrying on or wind up any business or activity of the Company or any Group Company and to cancel or withdraw registration of and to wind up or procure the dissolution of the Company or any Group Company in any state or territory;
- 3.2.30 to do all or any of the things or matters which the Company is authorised to do in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others;
- 3.2.31 to carry on any other activity and do anything of any nature which may seem to the directors capable of being conveniently carried on or done by the Company in connection with any of its interests or objects or may seem to the Company calculated directly or indirectly to benefit the Company or any Group Company; and
- 3.2.32 to do all such things as in the opinion of the directors are or may be incidental or conducive to the attainment of the Company's interests or objects;

3.3 AND so that in this clause 3:-

- 3.3.1 the words "person, firm or company" shall mean and be deemed to include (a) in particular (but without prejudice to the generality of section (b) of this definition) any Group Company and also (b) any person, firm, partnership, company, enterprise, joint venture, associated company, customer or supplier of the Company or any Group Company, union of interest, corporation, undertaking, co-operative or any other person or body of persons, whether individually or in groups, whether incorporated or not incorporated, and whether formed, incorporated, resident or domiciled in the United Kingdom or elsewhere;
- 3.3.2 "directors" shall, save where otherwise provided, mean the directors of the Company from time to time;
- 3.3.3 "associated company" shall mean any company in which the Company or any Group Company owns shares and securities of that company;
- 3.3.4 "shares and securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture stock, loan stock, partnership share, profit sharing right, interest or other percentage earning right, bond, obligation, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or any other similar thing, right or obligation;
- 3.3.5 "the Act" shall mean the Companies Act 1985 but so that reference thereto in respect of 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;
- 3.3.6 "holding company" and "subsidiary" shall have the meanings ascribed to them by section 736 of the Act;
- 3.3.7 "and" and "or" shall mean "and/or";
- 3.3.8 "other", "others" and "otherwise" shall not be construed *eiusdem generis* where a wider construction is possible;
- 3.3.9 the provisions of the Interpretation Act 1978 shall apply with respect to interpretation as it would be applied in the interpretation of an Act of Parliament;
- 3.3.10 each of the powers conferred on the Company in clause 3.2 of this Memorandum may be exercised by the Company as if each had the force and effect of an independent object of the Company and the words "object" and "objects" shall be interpreted accordingly;
- 3.3.11 none of the objects set forth in any sub-clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, save where the context expressly requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause or by reference to or inference from the order in which the sub-clauses are set forth or from the name of the Company; and

- 3.3.12 none of the sub-clauses and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause as though each such sub-clause (or any chosen combination of them) represented or contained the objects of a separate company.
4. The liability of the members is limited.
5. The Company's share capital is £1,000 divided into 1,000 Ordinary Shares of £1.00 each.

I, the subscriber to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and I agree to take the number of shares shown opposite my name.

**Name and Address
of Subscriber**

**Number of Shares taken
by the Subscriber**



John Roderick Hector Cameron
2 Lancaster Crescent
Glasgow G12 0RR

One

Total shares taken

One

Dated 4th day of February 2009
Witness to the above signature



Christine Gorman
2 Lancaster Crescent
Glasgow G12 0RR
Secretary

The Companies Acts 1985 and 2006

A Private Company Limited by Shares

Articles of Association

of

Lancaster Shelf 96 Limited

1. Preliminary

- 1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles as they relate to a private company limited by shares ("Table A") shall apply to Lancaster Shelf 95 Limited (the "Company") except in so far as they are excluded or varied by these articles.
- 1.2 Words and expressions defined in Regulation 1 of Table A have the same meanings in these articles where the context admits.
- 1.3 Regulations 2, 3, 8, 24, 35, 41, 46, 54, 64, 66, 76-79, 84, 94 and 118 of Table A do not apply to the Company.
- 1.4 The Company is a private company and no shares or debentures of the Company may be offered to the public.
- 1.5 Companies Acts means the Companies Act 1985 and the Companies Act 2006 as amended and in force prior to adoption of these Articles.

2. Share Capital

- 2.1 The share capital of the Company is £1,000 divided into 1,000 ordinary shares of £1 each.
- 2.2 Subject to the Companies Acts and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine.
- 2.3 In accordance with and subject to the Companies Acts the Company may:

- (a) subject to any rights conferred on the holders of any other shares issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder;
- (b) subject to any rights conferred on the holders of any class of shares purchase its own shares (including any redeemable shares);
- (c) make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

3. Lien

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.

4. Transfer of shares

The directors may in their absolute discretion refuse to register the transfer of any share whether or not it is a fully paid share.

5. Proceedings at general meetings

- 5.1 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved.
- 5.2 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

6. Votes of Members

Subject to any rights or restrictions attached to any shares and to any other provisions of these articles, on a show of hands every member present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder.

7. Number of Directors

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

8. Alternate Directors

8.1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present.

8.2 An alternate director is entitled to receive notice of all meetings of directors and of all meetings 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 appointor's absence. But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK.

8.3 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company direct and the Company may pay all travelling, hotel and other expenses properly incurred by an alternate director in connection with attendance at meetings of directors or of committees of directors or otherwise in connection with the business of the Company.

9. Powers of Directors

9.1 The directors are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 for a period of five years from the date of incorporation of the Company to allot all or any of the unissued shares of the Company. The maximum aggregate nominal amount of ordinary shares that may be allotted is £1,000. This authority may be varied or revoked by ordinary resolution of the Company.

9.2 The directors are authorised in accordance with section 91 of the Companies Act 1985 to allot shares of the Company as if section 89(1) of the Companies Act 1985 did not apply to the allotment. This power will expire on the date the section 80 of the Companies Act 1985 authority to which it relates is revoked or (if not renewed) expires, except that the directors may after such date allot securities pursuant to any offer or agreement to do so made before such date.

10. Appointment and retirement of Directors

10.1 No person shall be appointed a director at any general meeting unless:

(a) he is recommended by the directors; or

(b) not less than 14 or more than 35 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 stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed.

10.2 Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors.

10.3 Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

10.4 Subject to the provisions of the Companies Acts, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company.

11. Proceedings of Directors

A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting notwithstanding accidental disconnection of the means of electronic

communication during the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.

12. Directors' conflicts of interest

12.1 The directors may, in accordance with the requirements set out in this article 12, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ("Conflict").

12.2 Any authorisation under this article 12 will be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

12.3 Any authorisation of a matter under this article may (whether at the time of giving the authority or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
- (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

12.4 In authorising a Conflict the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

(a) disclose such information to the directors or to any director or other officer or employee of the company;

(b) use or apply any such information in performing his duties as a director;

where to do so would amount to a breach of that confidence.

12.5 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authority or subsequently) that the director:

(a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;

(b) is not given any documents or other information relating to the Conflict;

(c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

12.6 Where the directors authorise a Conflict:

(a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict;

(b) the director will not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation.

12.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

13. Directors' declaration of interests

13.1 A director who is in any way, whether directly or indirectly interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Companies Acts.

- 13.2 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Companies Acts, unless the interest has already been declared under clause 13.1.
- 13.3 Subject, where applicable, to the disclosures required under clause 13.1 and clause 13.2, and to any terms and conditions imposed by the directors in accordance with clause 12, a director shall be entitled to vote in respect of any proposed or existing transaction or arrangement with the Company in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
- 13.4 A director need not declare an interest under clause 13.1 and clause 13.2 as the case may be:
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (b) of which the director is not aware, although for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware;
 - (c) if, or to the extent that, the other directors are already aware of it, and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware; or
 - (d) if, or to the extent that, it concerns the terms of his service contract that have been, or are to be, considered at a board meeting.

14. Indemnity

- 14.1 Subject to the Companies Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from

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liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.

- 14.2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.

**Name and Address
of Subscriber**



John Roderick Hector Cameron
2 Lancaster Crescent
Glasgow G12 0RR

**Dated 4th day of February 2009
Witness to the above signature**



Christine Gorman
2 Lancaster Crescent
Glasgow G12 0RR
Secretary