



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

Company No. 200237

The Registrar of Companies for Scotland hereby certifies that

LOTHIAN FIFTY (621) LIMITED

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

Given at Companies House, Edinburgh, the 21st September 1999



\*NSC2002375\*

  
Registrar Of Companies



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



**BLUEPRINT**  
Company Secretary

# 12

## Declaration on application for registration

Please complete in typescript,  
or in bold black capitals

CHFP055

200237

Company Name in full **LOTHIAN FIFTY (621) LIMITED**

I,

of **50 LOTHIAN ROAD, FESTIVAL SQUARE, EDINBURGH, EH3 9WJ**

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.

† Please delete as appropriate

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

*N. W. Jones*

Declared at **EDINBURGH**

Day Month Year

On

**21 SEP 1999**

① Please print name.

before me ①

**DAVID NEILL MOORE**

Signed

*[Signature]*

Date

**21 SEP 1999**

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

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

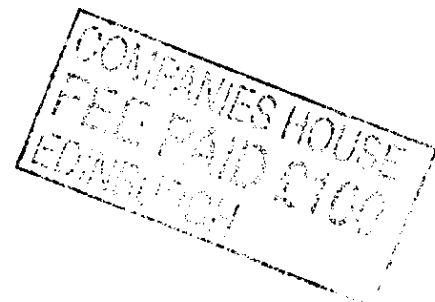
**GARY GRAY  
BURNES SOLICITORS  
50 LOTHIAN ROAD  
FESTIVAL SQUARE  
EDINBURGH  
EH3 9WJ**



Form revised June 1998

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**



200237

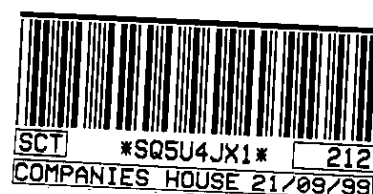
THE COMPANIES ACTS 1985 TO  
1989

MEMORANDUM OF  
ASSOCIATION

of

LOTHIAN FIFTY (621) LIMITED

**Burness**  
— *Solicitors* —



THE COMPANIES ACTS 1985 TO 1989  
PUBLIC COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
of  
LOTHIAN FIFTY (621) LIMITED

1. The name of the Company is "LOTHIAN FIFTY (621) LIMITED".
2. The registered office of the Company will be situated in Scotland.
3. The objects for which the Company is established are:-
  - 3.1 To carry on business as a general partner of one or more limited partnerships and as manager or operator of limited partnerships and other collective investment schemes within the meaning of the Financial Services Act 1986 and to invest or deal in securities and other investments (whether for its own account or as manager or investment or financial adviser or sponsor, to or for any such limited partnership or other collective investment scheme and as such general partner, manager, operator, investor, dealer or sponsor to, or to offer or agree to, subscribe for, underwrite, purchase or otherwise acquire and hold or sell, exercise, write or otherwise dispose of or place or make any other offer of or invitation to apply for (or offer of or invitation to apply for underwriting participation in) and to invest or deal or arrange investments dealings in (whether as principal or agent), shares, stocks, bonds, certificates or deposit, commercial paper and other debentures, warrants, units or other participations in limited

partnerships or other collective investment schemes, commodities, financial or commodity futures, currencies, options, rights, obligations and all other securities or financial investments of any nature whatsoever or any right or interest therein (whether or not investments within the meaning of the Financial Services Act 1986) and to establish and wind-up limited partnerships and other collective investment schemes.

- 3.2 To carry on the business of an investment company in all its branches and in any part of the world.
- 3.3 To invest the capital and other moneys of the Company in the purchase or upon the security of shares, stock, debentures, debenture stock, bonds, bills, certificates, notes, warrants, units, mortgages, obligations and other securities of any kind and any options or rights in respect thereof or interests therein issued or guaranteed by any company or other entity or undertaking of whatever nature and wherever the same may be resident, incorporated or carrying on business and stocks, debentures, debenture stock, bonds, bills, certificates, notes, currency, mortgages, obligations and other securities of any kind and any options or rights in respect thereof or interests therein issued or guaranteed by any government, state, dominion colony, sovereign ruler, commissioners, trust, public body or authority, supreme, municipal, local or otherwise, in any part of the world and to leave money on deposit or otherwise with any bank or building society, local authority or any other party and to act as and to perform all the functions of a holding company.

3.4 To acquire any such shares, stock, debentures, debenture stock, bonds, bills, certificates, notes, warrants, units, currency, mortgages, obligations and other securities and my such options or rights in respect thereof or interests therein by purchase, original subscription, contract, exchange, underwriting, tender participation in syndicates or by the acquisition of options, tranchd options, warrants to acquire, version rights or other rights in respect thereof or by any other manner, and to acquire the same whether or not fully paid up and whether or not bearers and to make payments thereon as called up or in advance as modified up or in advance of calls or otherwise, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof, and to hold the same with a view to investment but with power to vary any such investments from time to time, and to sell, place, dispose of, deal with, exchange or otherwise turn to account any of the same and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof and to invest in or enter into any option, futures contract or contingent agreement in connection with any of the foregoing.

3.5 Subject to such terms and conditions as may be thought fit, to enter into, carry on and participate in financial transactions and operations of all kinds including (without limitation) swaps, options (including traded options), swap option contracts, forward exchange contracts, futures contracts, forward rate agreements, contracts for differences, caps, collars, floors and other financial instruments (including hedging agreements of any kind) or

any combination thereof or any option with respect to any such financial transaction or operation all or any of which may be on a fixed and/or floating rate basis or in respect of sterling (and any other currency or basket of currencies including, but not limited to, European Currency Units (as the same may from time to time be designated or constituted)) or commodities of any kind and in the case of such swaps, options, swap option contracts, forward exchange contracts, futures contracts, forward rate agreements, contracts for differences, caps, collars, floors and other financial instruments (including, but not limited to, hedging agreements of any kind) that may be undertaken by the Company on a speculative basis or in connection with the management of financial risks relating to the Company or any other undertaking on such terms as may be thought fit and with or without security and to undertake, carry on and execute all kinds of financial, commercial, trading, trust, agency and other operations.

- 3.6 To purchase, take on lease or in exchange, hire or otherwise acquire and hold heritable or moveable, real or personal property of every description and wherever situate, and any option, interest, estate, licence, servitude, easement, right or privilege in or over such property which the Company or its directors may deem necessary or convenient for or with reference to the purposes of any of the businesses of the Company or for investment or for the furtherance of any of the objects of the Company or as capable of being profitably dealt with in connection with any of its property or rights for the time being and in particular, but not limited to, land, buildings, apparatus,

machinery, plant and stock-in-trade; and to lease, let, sub-let, surrender, mortgage, charge, pledge, sell, feu, exchange or otherwise dispose of or deal with or to occupy, factor, maintain, manage, control, work, erect, construct, alter, extend, equip, improve, exploit, develop, replace or turn to account in any other manner or way any such property or any part thereof, and to grant any option, interest, licence, servitude, easement, right or privilege in or over any such property or any part thereof and to advance money to and to enter into contracts and arrangements of all kinds with, and to carry on business as, builders, contractors and engineers.

- 3.7 To provide services of all descriptions and to carry on the business of advisers, consultants, brokers and agents of any kind.
- 3.8 To adopt such means of making known the businesses and products of the Company and of any other person or company as may in the opinion of the directors of the Company seem expedient and to carry on the business of advertisers or advertising agents or of a marketing and selling organisation or of a supplier, wholesaler, retailer, merchant or dealer of any kind.
- 3.9 To provide technical, cultural, artistic, educational, entertainment or business material, facilities or services and to carry on any business involving any such provision.
- 3.10 To advance, lend or deposit money or assets and grant or provide credit and financial accommodation, on such term as the directors of the Company may think fit and with or without security, to or with any person or company including, but not limited to, any manager, director, officer or



employee of the Company and to agents or persons acting for or dealing with or instructed by the Company and to buy and sell foreign currency and to receive from any person or company money or securities on deposit or loan or for safe custody or, on such terms as the directors of the Company may think fit, and to carry on, undertake or execute any business undertaking, transaction or operation, whether banking, financial, mercantile or otherwise.

3.11 To sell, exchange, manage, improve, develop, mortgage, charge, transfer, let on rent, share on profit, royalty or otherwise, grant licences, servitudes, easements, options and other rights over, and in any other manner deal with, turn to account or dispose of the undertaking, property and assets (present and future) of the Company, or any part or parts thereof, for such consideration as may be thought fit by the Company or its directors and in particular (without prejudice to the generality of the foregoing) for any shares, stock, debentures, debenture stock or other securities of any other company, whether fully or partly paid up or for a share of profit or a royalty or other periodical or deferred payment.

3.12 To apply for, register, purchase or otherwise acquire, protect, maintain and renew any patents, patent rights, trade marks, designs, copyrights, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or

other information so acquired and to experiment with any such property, rights or other information which the Company way propose to acquire.

- 3.13 To make, create, draw, accept, endorse, negotiate, execute, issue, discount, buy, sell and deal with promissory notes, bills of exchange, letters of credit, warrants, coupons and other instruments and securities, whether negotiable, transferable or otherwise.
- 3.14 To issue debentures, including debenture stock, loan stock, bonds or other instruments creating or acknowledging indebtedness on such terms as to redemption, repurchase, conversion into share capital of the Company or otherwise as the Company may think fit and to repurchase any such debentures aforesaid in such manner and on such terms including as to price as the Company may think fit.
- 3.15 To amalgamate with or enter into or acquire any interest in, any partnership or any joint venture or any arrangement for the sharing of profits or losses or interests with, or to co-operate or participate in any way with or assist or subsidise or to take over or assume any obligation of, any person or company carrying on or about to carry on any business which the Company is authorised to carry on, or any business or transaction capable of being conducted so as, directly or indirectly, to benefit the Company or its members, or possessed of any property suitable for the purposes of the Company.
- 3.16 To purchase or otherwise acquire, obtain options over, take over, manage, supervise, control and undertake all or any part of the business,

undertaking, goodwill, property, assets, rights and liabilities of any person or company which is possessed of any property, assets or rights suitable for the purposes of the Company or which is carrying on any business which, in the opinion of the directors of the Company, may be capable of being conveniently carried on by the Company or is calculated, directly or indirectly, to enhance the value of or render profitable any of the Company's property, rights or assets, or to acquire the control of any shares or other securities of any company or any interest therein.

3.17 To issue and allot securities which the Company has power to issue by way of security or indemnity for any obligation or amount to any person or company whom the Company has agreed, or is bound or willing to indemnify, or in satisfaction of any liability undertaken or agreed to be undertaken by the Company (even if such obligation, amount or liability is less than the nominal amount of such securities) or for any other purpose upon such terms and conditions and for such consideration (if any) as may be thought fit by the directors of the Company.

3.18 To pay for any business, property or rights acquired by the Company, or for any services rendered or to be rendered to the Company, either in cash or in fully or partly paid shares in the Company, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in any other securities which the Company has power to issue, or partly in one mode and partly in another or by any other

method and generally on such terms and conditions as the directors of the Company may consider expedient.

- 3.19 To acquire and carry on any business carried on by a parent undertaking or subsidiary undertaking of the Company or such other undertaking which is allied to or associated with the Company.
- 3.20 To establish or promote, or concur in establishing or promoting, any other company or companies for the purpose of taking over, acquiring, undertaking, assuming or managing all or any of the property, assets and liabilities of the Company, or for the purpose of carrying on any business which the Company is authorised to carry on, or for any other purpose which, in the opinion of the directors of the Company, may seem directly or indirectly calculated to benefit, or to enhance the objects and interests of, the Company, or the interests of its members, with power to assist such company or companies in every way but especially by providing capital and paying preliminary expenses and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire and hold or dispose of all or any of the shares, stock, debentures, debenture stock or other securities of any such company or companies.
- 3.21 To employ experts to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any property, assets or rights.
- 3.22 To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee

or to grant any indemnity in respect of or otherwise provide security for, with or without the Company receiving any consideration therefor or advantage therefrom, directly or indirectly, by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any other means whatsoever, the indebtedness and liabilities of, the performance of any obligation or commitment of, and the repayment or payment of any moneys whatsoever (including but not limited to capital or principal amount, premiums, interest, dividends, commissions, charges and any costs and expenses relating thereto whether payable on or in respect of any securities or in any other manner whatsoever) by any person or company including (without prejudice to the generality of the foregoing) any company which is for the time being the parent undertaking of the Company or a subsidiary undertaking of the Company or of any such parent undertaking or any person who or company which is for the time being a member or has any interest in the Company or is otherwise associated with the Company in any business or venture.

3.23 To purchase and maintain insurance for, or for the benefit of, any persons who are or were at any time directors, officers or employees of the Company or its predecessors in business or of any other undertaking which is:-

(i) the parent undertaking of the Company or

- (ii) a subsidiary undertaking of the Company or of any such parent undertaking or
- (iii) otherwise allied to or associated with the Company or any such parent undertaking or subsidiary undertaking or in which the Company or any such parent undertaking or subsidiary undertaking has any interest, whether directly or indirectly, or who are or were at any time trustees of any retirement benefits scheme or employees' share scheme in which any employees of the Company or of any such other undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in relation to their duties, powers or offices in relation to the Company or any such other undertaking, retirement benefits scheme or employees' share scheme and to such extent as may be permitted by law or otherwise to indemnify or to exempt any such person against or from any such liability.

3.24 To enter into any arrangements with any government or authority, national, international, supreme, municipal, local, statutory or otherwise, or any person or company, which, in the opinion of the directors of the Company, may seem conducive to the attainment of the Company's objects or any of them, and to apply for, promote and obtain from any such

government, authority, person or company any legislation, orders, charters, contracts, decrees, rights, licences, privileges, franchises, concessions and authorisations for enabling the Company, directly or indirectly, to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which, in the opinion of the directors of the Company, may be likely, directly or indirectly, to further the objects of the Company or the interests of the members and to carry out, exercise and comply with any such arrangements, legislation, orders, charters, contracts, decrees, rights, licences, privileges, franchises, concessions and authorisations and to oppose any proceedings, applications, proposals or the like which the Company or its directors consider may be likely, directly or indirectly, to prejudice the interests of the Company or its members and to join with or support or assist any other person or company in so doing.

- 3.25 To remunerate the directors, officers and employees of the Company as the directors of the Company may think fit and to pay or to provide or to make such arrangements for providing such gratuities, pensions, benefits, share option and acquisition schemes, profit sharing schemes, loans and other matters and to establish, support, subsidise and subscribe to any institutions, associations, clubs, schemes, funds or trusts, whether to or for the benefit of present or past directors, officers or employees of the Company or its predecessors in business or any other undertaking which is:-

- (i) the parent undertaking of the Company or
- (ii) a subsidiary undertaking of the Company or of any such parent undertaking or
- (iii) otherwise allied to or associated with the Company or any such parent undertaking or subsidiary undertaking or in which the Company or any such parent undertaking or subsidiary undertaking has any interest, whether directly or indirectly, or to or for the benefit of persons who are or were related to or connected with or dependants of any such directors, officers or employees or for any other purpose which may seem to the directors of the Company, whether directly or indirectly, to advance the interests of the Company.

3.26 To establish and contribute to any scheme for the acquisition by trustees of shares in the Company to be held for the benefit of the directors, officers or employees of the Company or its predecessors in business or of any other undertaking which is:-

- (i) the parent undertaking of the Company or
- (ii) a subsidiary undertaking of the Company or of any such parent undertaking or
- (iii) otherwise allied to or associated with the Company or any such parent undertaking or subsidiary undertaking or in which the Company or any such parent undertaking or subsidiary undertaking has any interest, whether directly or indirectly, and to lend money



to or otherwise assist, directly or indirectly, any such persons, so far as may be lawful, so as to enable them to acquire shares in the Company and to establish and maintain any option or incentive scheme whereby any such persons are given the opportunity of acquiring shares in the Company or any of its subsidiary undertakings and to formulate and carry into effect any scheme for sharing the profits of the Company with its directors, officers or employees or any of them.

- 3.27 To raise or borrow money and to accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company in such manner as the directors of the Company may think fit and in particular (without prejudice to the generality of the foregoing) by mortgaging, charging, pledging or granting any security over all or any part of the undertaking, property and assets (present or future) and uncalled capital of the Company, or creating and issuing debentures, debenture stock or other securities of any description for such purposes and upon such terms and conditions as the directors of the Company may think fit.
- 3.28 To pay or contribute towards the payment of the costs, charges and expenses incurred in establishing and maintaining any scheme or plan in which the Company participates for encouraging or facilitating investment in the Company or any other company participating in any such scheme or plan or the holding of, or the reinvestment of any dividends or interest declared or paid by the Company or any other company in, the securities of

the Company or any other company participating in any such scheme or plan by, or for the benefit of, the members, stockholders and debenture holders of the Company or any other company within such scheme or plan or the sale of securities of the Company or any other company participating in such scheme or plan by, or for the benefit of, the members, stockholders and debenture holders of the Company or any other company participating in any such scheme or plan.

- 3.29 To distribute among the members of the Company *in specie* or kind, by way of dividend or bonus or by way of reduction of capital, all or any of the property or assets of the Company or any proceeds of sale or other disposal of any property or assets of the Company but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- 3.30 To issue or grant warrants or options to acquire or subscribe for any unissued securities of the Company.
- 3.31 To invest and deal with the money and assets of the Company in such manner as the directors of the Company may from time to time determine.
- 3.32 To procure the Company to be incorporated, registered or recognised in any part of the world.
- 3.33 To subscribe or contribute (in cash or in kind) to, and to guarantee money for, and to promote or sponsor, any national, charitable, benevolent, educational, social, public, general or useful object or any exhibition or other purpose which the Company or its directors consider may be likely,

directly or indirectly, to further the interests of the Company, its employees or its members.

- 3.34 To give or pay any remuneration, brokerage, discount or other compensation or reward for services rendered or to be rendered or expenses incurred in placing or procuring subscriptions for, or otherwise assisting in the issue of, any shares or debentures or other securities of the Company or in or about the promotion, formation, registration and establishment of the Company, or the conduct or course of its business and to establish or promote, or concur or participate in establishing or promoting, subsidise or assist any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to carry on the business of company, fund or trust promoters and of underwriters or dealers in securities, and to act as directors of and as secretary, manager, registrar or transfer agent for any other company and to act as executors, trustees and administrators or attorneys of any kind for any person or company, either gratuitously or otherwise, and to undertake and execute any trusts.
- 3.35 To cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any part of the world.
- 3.36 To do all or any of the above things in any part of the world as principals, agents, contractors, managers, nominees, trustees or otherwise and either

alone or jointly with others and either by or through agents, sub-contractors, nominees, trustees, subsidiary companies or otherwise.

3.37 To carry on any other business or activity of any nature whatsoever which, in the opinion of the directors of the Company, is or is capable of being conveniently carried on or done in connection with or ancillary to any of the businesses of the Company or which might, directly or indirectly, enhance the value of or render profitable all or any part of the Company's undertaking, property, rights or assets or which might otherwise advance the interests of the Company or its members.

3.38 To do all such other things as the Company or its directors may consider necessary, incidental, conducive or convenient to the attainment of the above objects, or any of them.

And it is hereby declared that:-

- (i) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any corporation, partnership, firm, association, undertaking, society, syndicate or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere,
- (ii) the word "person" shall include any legal or natural person,
- (iii) the word "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation,

- (iv) the expressions "parent undertaking" and "subsidiary undertaking" shall have the meanings ascribed to them respectively in section 258 of the Companies Act 1985, "undertaking" shall, unless the context requires otherwise, have the meaning ascribed to it in section 259 of that Act and "holding company" shall have the meaning ascribed to it in section 736 of that Act,
- (v) the word "and" and "or" shall mean "and/or" where the context so permits,
- (vi) the words "other" and "otherwise" shall not be construed *eiusdem generis* where a wider construction is possible and
- (vii) except where the context expressly so requires, none of the several sub-clauses of this Clause or the objects therein specified or the powers thereby conferred shall be limited or restricted by, or be deemed merely subordinate or auxiliary to, any other sub-clause of this Clause (whether expressly or by inference), or the objects specified in or the powers thereby conferred by such other sub-clause, or the name of the Company, and the objects specified in or powers conferred by each sub-clause of this Clause shall be construed independently of the objects specified in or conferred by any other sub-clause and may be carried out or exercised in as full and complete a manner and shall not be restrictively construed but the widest interpretation shall be given thereto as if each of the said sub-clauses specified the objects of or conferred the powers on a separate, distinct and independent company.

4. The liability of the members is limited.
5. The share capital of the Company is £100 divided into 100 ordinary shares of £1 each and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions, or conditions.

WE, the subscriber of the Memorandum of Association, wish to be formed into a company pursuant to this Memorandum of Association and we agree to take the number of shares in the capital of the Company set opposite our names.

---

Name, address and  
description of subscriber

Number of ordinary shares  
taken by subscriber

---

BURNESS (NOMINEES) LIMITED  
50 LOTHIAN ROAD  
FESTIVAL SQUARE  
EDINBURGH  
EH3 9BY

TWO

N.W. Jones

21 SEP 1999

Witness to the above signature:-

Gary Gray  
Company Secretary  
50 Lothian Road  
Festival Square  
Edinburgh  
EH3 9WJ

Gary Gray

21/09/99

MJW/GGG/sw

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# MEMORANDUM OF ASSOCIATION

of

LOTHIAN FIFTY (621) LIMITED

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1999

200237

THE COMPANIES ACTS 1985 TO  
1989

ARTICLES OF ASSOCIATION  
of  
LOTHIAN FIFTY (621) LIMITED

Burness  
— *Solicitors* —



THE COMPANIES ACT 1985 TO 1989  
A PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
of  
LOTHIAN FIFTY (621) LIMITED

**PRELIMINARY**

1. The regulations contained in 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 1985 (such regulations being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby and such regulations (save insofar as they are excluded or varied hereby) and these Articles shall be the regulations of the Company.
2. In these Articles, references to the "Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

**SHARE CAPITAL**

3. The share capital of the Company is £100 divided into 100 ordinary shares of £1 each.

**ALLOTMENT OF SHARES**

4. Shares which are comprised in the authorised but unissued share capital of the Company shall be under the control of the directors who may (subject to sections 80 and 89 of the Act and to Articles 5 and 6 of these Articles) allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they fit.
5. The directors are generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares in the Company up to the amount of the authorised share capital with which the Company is incorporated (save for the shares shown in the Memorandum of Association of the Company to have been taken by the subscribers to it) at any time or times during the period of

five years from the date of incorporation of the Company and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

6. In accordance with section 91 of the Act, sections 89(1) and 90(1) to (6) of the Act shall be excluded from applying to the Company.
7. Save as authorised by the Act, the Company shall not give, whether directly or indirectly, any financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151 of the Act.

### SHARE CERTIFICATES

8. The words "sealed with the seal" in the second sentence of regulation 6 of Table A shall be deleted and there shall be substituted therefor the words "executed by two directors or a director and the secretary or two authorised signatories of the Company".

### SHARES

9. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".
10.
  - 10.1 Subject to the provisions hereinafter contained, the Company may issue share warrants to bearer with respect to any shares which are fully paid up upon a request in writing by the person registered as the holder of such shares. The request shall be in such form, and authenticated by such a statutory declaration or other evidence as to the identity of the person making the same, as the directors shall from time to time require.
  - 10.2 Before the issue of a share warrant the certificate (if any) for the shares intended to be included in it shall be delivered up to the directors.
  - 10.3 Share warrants shall be issued by being executed by two directors or a director and the secretary or two authorised signatories of the Company and shall state that the bearer is entitled to the shares therein specified.
  - 10.4 The bearer for the time being of a share warrant shall, subject to these Articles, be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had if his name had been

included in the register of members as the holder of the shares specified in such share warrant.

- 10.5 The shares included in any share warrant shall be transferred by delivery of the share warrant without any written transfer and without registration, and the provisions in these Articles with respect to the transfer and transmission of, and to the lien of the Company on, shares shall not apply to such shares so included.
- 10.6 No person shall, as a bearer of a share warrant, be entitled to attend or vote or exercise in respect thereof any of the rights of a member at any general meeting of the Company or sign any requisition for or give notice of intention to submit a resolution to a meeting, or to sign any written resolution of the Company, unless at least three days (or such lesser period as the directors shall specify) before the day appointed for the meeting in the first case, unless before the requisition or notice is left at the registered office in the second case or before he signs the written resolution in the third case, the bearer shall have deposited the share warrant in respect of which he claims to act, attend or vote as aforesaid at the registered office for the time being of the company or such other place as the directors appoint, together with a statement in writing of the bearer's name and address and unless the share warrant shall remain so deposited until after the meeting or any adjournment thereof shall have been held or, in the case of a written resolution, the same shall have been signed. Not more than one name shall be received as that of the holder of a share warrant.
- 10.7 There shall be delivered to the person so depositing a share warrant a certificate stating his name and address and describing the shares represented by the share warrant so deposited by him, and such certificate shall entitle him, or his proxy duly appointed, to attend and vote at any general meeting or to sign any written resolution in the same way as if he were the registered holder of the shares specified in the certificate. Upon the subsequent return of the said certificate to the Company, the share warrant in respect of which the certificate was delivered shall be returned.
- 10.8 No person as bearer of any share warrant shall be entitled to exercise any of the rights of a member (save as hereinbefore expressly provided in respect of general meetings) without producing such share warrant and stating his name and address, and (if and when the directors so require) permitting an endorsement to be made thereon of the fact, date, purpose and consequence of its production.
- 10.9 The directors shall provide as they from time to time shall think fit for the issue to the bearers for the time being of share warrants of coupons providing for the payment to the bearer of the dividends upon and in

respect of the shares represented by the share warrants. Every such coupon shall be distinguished by the number of the share warrant in respect of which it is issued, and by a number showing the place it holds in the series of coupons issued in respect of that share warrant.

- 10.10 Upon any dividend being declared to be payable upon the shares specified in any share warrant, the directors shall give notice to the members in accordance with these Articles, stating the amount per share payable, date of payment and the serial number of the coupon to be presented and thereupon any person presenting and delivering up a coupon of that serial number at the place, or one of the places, stated in the coupon, or in the said notice, shall be entitled to receive the dividend payable on the shares specified in the share warrant to which the said coupon shall belong at the expiration of such number of days (not exceeding 14) as the directors shall from time to time direct following the delivery up of the coupon.
- 10.11 The Company shall be entitled to recognise an absolute right in the bearer for the time being of any coupons of which notice has been given as aforesaid for payment of such amount of dividend on the share warrant to which the said coupon shall belong as shall have been declared payable upon presentation and delivery of the coupon, and the delivery of such coupon shall be a good discharge to the Company accordingly.
- 10.12 If any share warrant or coupon becomes worn out or defaced, the directors may, upon the surrender thereof for cancellation, issue a new one in its place, and if any share warrant or coupon becomes lost or destroyed, the directors may, upon the loss or destruction being established to their reasonable satisfaction and upon such indemnity being given to the Company as they shall think adequate, issue a new one in its place. In the case of loss or destruction, the bearer to whom such new share warrant or coupon is issued shall also bear and pay to the Company all expenses incidental to the investigation by the Company of evidence of such loss or destruction and to such indemnity.
- 10.13 If the bearer of any share warrant shall surrender it together with all coupons belonging thereto for cancellation and shall also lodge at the registered office for the time being of the Company a declaration in writing, signed by him, in such form and authenticated in such manner as the directors shall from time to time direct, requesting to be registered as a member in respect of the shares specified in such warrant, and stating in such declaration his name and address, he shall be entitled to have his name entered as a registered member of the Company in respect of the shares specified in such warrant so surrendered, but the Company shall not be responsible for any loss incurred by any person by reason of the Company entering in the register of members upon the surrender of a warrant, the

name of any person found not to be the true and lawful owner of the warrant surrendered.

- 10.14 A notice may be validly given by the Company to the holder of a share warrant if sent to the address supplied by the holder of a share warrant by notice in writing to the Company from time to time for the purpose of the giving of notices. Any notice to the Company supplying a new address for the giving of notices by the Company shall be accompanied by the share warrant which shall be cancelled and a new share warrant shall be issued having endorsed thereon the address to which future notices by the Company to the holder of the share warrant may be given.
- 10.15 The directors may from time to time require any holder of a share warrant who gives, or has given, an address at which notices may be served on him, to produce his share warrant and to satisfy them that he is, or is still, the holder of the share warrant in respect of which he gives or gave the address.
- 10.16 Any notice required to be given by the Company to the members, or any of them, and not expressly provided for in these Articles, or any notice which cannot be served in the manner so provided, shall be sufficiently given by advertising the same in the Edinburgh Gazette.
- 10.17 These Articles and the regulations contained in Table A shall be construed so as to give effect to this Article 10.

## TRANSFER OF SHARES

- 11. 11.1 Regulations 23 and 24 of Table A shall not apply to the Company.
- 11.2 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor. The instrument of transfer need not be executed by or on behalf of the transferee.
- 11.3 The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

## NOTICE OF GENERAL MEETINGS

- 12. 12.1 Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members with regard to their right to appoint proxies and notices of and other communications relating to any general meeting which any member is entitled to receive

shall be sent to the directors and, if such resolution concerns them as auditors, to the auditors for the time being of the Company.

- 12.2 The words "and to the directors and auditors" shall be deleted where they appear at the end of regulation 38 of Table A.

### PROCEEDINGS AT GENERAL MEETINGS

13. 13.1 Regulations 40 and 41 of Table A shall not apply to the Company.
- 13.2 No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 12.3, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 13.3 If, and for so long as, the Company has only one member, that member present in person or by proxy, or if that member is a corporation by a duly authorised representative, shall be a quorum.
- 13.4 If a quorum is not present within half an hour from the time appointed for a general meeting, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine. If at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor, such adjourned general meeting shall be dissolved.
14. 14.1 If, and for so long as, the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, then, subject to compliance with sections 293, 303, 388 and 391A of the Act (if applicable), that decision shall be as valid and effective as if agreed by the Company in general meeting.
- 14.2 Any decision taken by a sole member pursuant to Article 13.1 shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book.

### APPOINTMENT AND RETIREMENT OF DIRECTORS

15. 15.1 Regulation 64 of Table A shall not apply to the Company.
- 15.2 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

- 15.3 In any case where, as a result of the death of a sole member of the Company, the Company has no members and no directors the personal representatives of such deceased members shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting.
16. The directors shall not be required to retire by rotation and none of the following shall apply to the Company:-
- (i) regulations 73 to 77 (inclusive) of Table A;
  - (ii) the words "and may also determine the rotation in which any additional directors are to retire" at the end of regulation 78 of Table A;
  - (iii) the second and last sentences of regulation 79 of Table A; and
  - (iv) the last sentence of regulation 84 of Table A.
17. No person shall be appointed as a director at any general meeting unless either:-
- (i) he is recommended by the directors; or
  - (ii) not less than 14 nor more than 35 clear days before the date appointed for the general meeting notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment together with notice signed by that person of his willingness to be appointed.

#### **BORROWING POWERS**

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

#### **ALTERNATE DIRECTORS**

19. An alternate director shall not be entitled as such 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

in writing to the Company from time to time direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.

20. A director, or any other person as is mentioned in regulation 65 of Table A, may act as alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

## PROCEEDINGS OF DIRECTORS

21. 21.1 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.
- 21.2 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to, a matter in which he has directly or indirectly, any kind of interest whatsoever, provided that that director has declared such interest in accordance with section 317 of the Art (if applicable) and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
22. Any director (or, where appropriate his alternate director) or any member of a committee of the board of directors formed in accordance with the provisions of these Articles may participate in the meetings of the directors or such committee by means of conference telephone or other communications equipment whereby all parties participating in the meeting can hear and speak to one another and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and each party participating in a meeting in this manner shall be counted in the quorum present at such meeting. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled or, if there is no such group, where the chairman of the meeting then is.

## INDEMNITY

23. 23.1 Regulation 118 of Table A shall not apply to the Company.
- 23.2 Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which



judgement is given in his favour or in which he is acquitted or in connection with any application under section 144 (3) or (4) or section 727 of the Act in which relief is granted to him by the court, and no director or other officer shall be liable for any loss, damage or misfortune which shall happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto provided that this Article 22.2 shall only have effect insofar as its provisions are not avoided by section 310 of the Act.

- 23.3 The directors shall have power to purchase and maintain for any director, officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act.

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Name of Subscriber

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BURNES (NOMINEES) LIMITED  
50 Lothian Road  
Festival Square  
EDINBURGH  
EH3 9BY



**21 SEP 1999**

Dated:

Witness to the above signature:

Gary Gray  
Chartered Secretary  
50 Lothian Road  
Festival Square  
EDINBURGH  
EH3 9WJ



21/09/99

MJW/GGG/sw

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990921.doc

FAS 8810

ARTICLES OF ASSOCIATION  
of  
LOTHIAN FIFTY (621) LIMITED

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1999



**BLUEPRINT**  
Company Secretary

Please complete in typescript,  
or in bold black capitals.

CHFP055

Notes on completion appear on final page

100/2

10

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

**Company Name in full**

200237

LOTHIAN FIFTY (621) LIMITED

### Proposed registered office

(PO Box numbers only, are not acceptable)

50 LOTHIAN ROAD

FESTIVAL SQUARE

Post town

EDINBURGH

County / Region

Postcode EH3 9BY

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

BURNESS SOLICITORS

Address

50 LOTHIAN ROAD

FESTIVAL SQUARE

Post town

EDINBURGH

County / Region

Postcode EH3 9WJ

Number of continuation sheets attached

0

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

GARY GRAY  
BURNESS SOLICITORS  
50 LOTHIAN ROAD  
FESTIVAL SQUARE  
EDINBURGH  
EH3 9WJ



Form revised July 1998

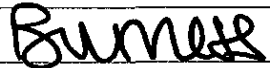
When you have completed and signed the form please send it to the Registrar of Companies at

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

**Company Secretary** (see notes 1-5)

Company name			
Name	* Style / Title	* Honours etc	
* Voluntary details.	Forename(s)		
	Surname	BURNES SOLICITORS	
	Previous Forename(s)		
	Previous Surname(s)		
Address	50 LOTHIAN ROAD		
Usual residential address	FESTIVAL SQUARE		
For a corporation, given the registered or principle office address.			
	Post town	EDINBURGH	
	County / Region	Postcode	EH3 9WJ
	Country	SCOTLAND	

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

<b>Consent Signature</b>		<b>Date</b>	21 SEP 1999
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**Directors** (see notes 1-5)

Please list directors in alphabetical order

Name	* Style / Title	* Honours etc	
	Forename(s)		
	Surname	BURNES (DIRECTORS) LIMITED	
	Previous Forename(s)		
	Previous Surname(s)		
Address	50 LOTHIAN ROAD		
Usual residential address	FESTIVAL SQUARE		
For a corporation, given the registered or principle office address.			
	Post town	EDINBURGH	
	County / Region	Postcode	EH3 9BY
	Country	SCOTLAND	
	Day	Month	Year
Date of birth		Nationality	SCOTTISH LIMITED COMPANY
Business occupation	CORPORATE DIRECTOR		
Other directorships	NONE REQUIRING DISCLOSURE		

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

<b>Consent Signature</b>		<b>Date</b>	21 SEP 1999
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**Directors (continued)**

(see notes 1-5)

<b>Name</b>	<b>* Style / Title</b>	<input type="text"/>	<b>* Honours etc</b>	<input type="text"/>						
* Voluntary details.										
	<b>Forename(s)</b>	<input type="text"/>								
	<b>Surname</b>	<input type="text"/>								
	<b>Previous Forename(s)</b>	<input type="text"/>								
	<b>Previous Surname(s)</b>	<input type="text"/>								
<b>Address</b>		<input type="text"/>								
<b>Usual residential address</b>		<input type="text"/>								
For a corporation, given the registered or principle office address.		<input type="text"/>								
	<b>Post town</b>	<input type="text"/>								
	<b>County / Region</b>	<input type="text"/>	<b>Postcode</b>	<input type="text"/>						
	<b>Country</b>	<input type="text"/>								
	<b>Date of birth</b>	<table border="1"><tr><td>Day</td><td>Month</td><td>Year</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	Day	Month	Year	<input type="text"/>	<input type="text"/>	<input type="text"/>	<b>Nationality</b>	<input type="text"/>
Day	Month	Year								
<input type="text"/>	<input type="text"/>	<input type="text"/>								
	<b>Business occupation</b>	<input type="text"/>								
	<b>Other directorships</b>	<input type="text"/>								

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

<b>Consent Signature</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
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**This section must be signed by****Either  
an agent on behalf  
of all subscribers****Signed** **Date** **Or the subscribers****(i.e those who  
signed as members  
on the memorandum  
of association).****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 directorship

- 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.

**Other directorships**

**Company Name in full** **LOTHIAN FIFTY (621) LIMITED**