

FILE COPY



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

Company No. 4017355

The Registrar of Companies for England and Wales hereby certifies that
ENNERDALE CONSULTING LIMITED

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

Given at Companies House, Cardiff, the 19th June 2000



N04017355C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

C007

NEW COMPANIES LIMITED

PO Box 10052

Ballater, Aberdeenshire, AB35 5ZF

Tel 013397 42410 Fax 013397 42411

10370 04017355
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Please complete in typescript,
or in bold black capitals.

Declaration on application for registration

CHFP064

Company Name in full

ENNERDALE CONSULTING LIMITED

I, John Leonard Keith on behalf of PF & S (Directors) Limited

of Balnacroft Farmhouse, Crathie, Ballater, Aberdeenshire, AB35 5TJ

=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

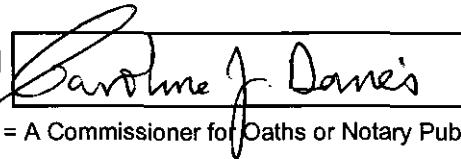
Declared at Gray & Kellas, 4 Bridge Street, Ballater, Aberdeenshire

Day Month Year

On 1 2 0 6 2 0 0 0

* Please print name

before me * Caroline Jane Davies

Signed**Date**

12 JUN 2000

= 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
of there is any query.

New Companies Limited

PO Box 10052, Ballater, Aberdeenshire, AB35 5ZF

Tel 0133 97 42410

DX number

DX exchange

A10
COMPANIES HOUSE

ALUE1RC7

0194
14/06/00

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**

10

Please complete in typescript,
or in bold black capitals.

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full



* F 1 0 0 E 3 0 *

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Post town

County/Region

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

Agent's

Address

Post town

County / Region

Number of continuation sheets attached

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



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COMPANIES HOUSE

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14/06/00

ENNERDALE CONSULTING LIMITED

SCOPE HOUSE

HIGH STREET

BORDON

HANTS

Postcod

GU35 0AY

X

NEW COMPANIES LIMITED

BALNACROFT FARMHOUSE

CRATHIE

BALLATER

ABERDEENSHIRE

Postcode

AB35 5TJ

NEW COMPANIES LIMITED

PO BOX 10052, BALLATER, ABERDEENSHIRE, AB35 5ZF

Tel

013397 42410

DX number

DX exchange

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

for companies registered in Scotland.

DX 235 Edinburgh

Company Secretary (see notes 1 - 5)

Company name

ENNERDALE CONSULTING LIMITED

NAME

*Style/Title

*Honours etc

* Voluntary details

Forename(s)

Surname

PF & S (SECRETARIES) LIMITED

Previous forename(s)

Previous surname(s)

Address

BALNACROFT FARMHOUSE

Usual residential address

For a corporation, give the registered or principal office address.

Post town

BALLATER

County / Region

ABERDEENSHIRE

Postcode

AB35 5TJ

Country

For PF & S (SECRETARIES) LIMITED

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

Consent signature

Secretary

Date

12 JUN 2000

Directors (see notes 1 - 5)

Please list directors in alphabetical

NAME

*Style/Title

*Honours etc

Forename(s)

Surname

PF & S (DIRECTORS) LIMITED

Previous forename(s)

Previous surname(s)

Address

BALNACROFT FARMHOUSE

Usual residential address

For a corporation, give the registered or principal office address.

Post town

BALLATER

County / Region

ABERDEENSHIRE

Postcode

AB35 5TJ

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

For PF & S (DIRECTORS) LIMITED

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

Consent signature

Secretary

Date

12 JUN 2000

Directors (continued) (see notes 1 - 5)

NAME	*Style/Title	<input type="text"/>	*Honours etc	<input type="text"/>
*Voluntary details	Forename(s)	<input type="text"/>		
	Surname	<input type="text"/>		
	Previous forename(s)	<input type="text"/>		
	Previous surname(s)	<input type="text"/>		
Address	<input type="text"/>			
Usual residential address	<input type="text"/>			
For a corporation, give the registered or principal office address.	Post town	<input type="text"/>		
	County / Region	<input type="text"/>	Postcode	<input type="text"/>
	Country	<input type="text"/>		
	Day	Month	Year	
Date of birth	<input type="text"/>	<input type="text"/>	<input type="text"/>	Nationality <input type="text"/>
Business occupation	<input type="text"/>			
Other directorships	<input type="text"/>			
	<input type="text"/>			
	I consent to act as director of the company named on page 1			
Consent signature	<input type="text"/>	Date	<input type="text"/>	

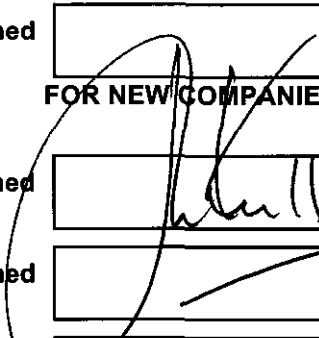
This section must be signed by

Either
an agent on behalf
of all subscribers

Or the subscribers

**(i.e those who signed
as members on the
memorandum of
association).**

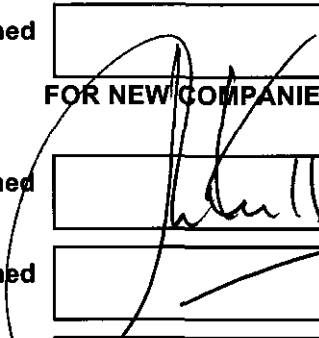
Signed



Date

FOR NEW COMPANIES LIMITED

Signed

 **Director**

Date

12 JUN 2000

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

011474

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

ENNERDALE CONSULTING LIMITED



0068500

1 The name of the company is 'Ennerdale Consulting Limited' (hereinafter called 'the Company').

2 The registered office of the Company is situate in England.

3 The objects for which the Company is established are:

3.1 to carry on business as a general commercial company and any trade or business whatsoever and any lawful purpose pursuant to the Companies Act 1985 (hereinafter called 'the Act') as amended, extended or applied by or under any other enactment or as re-enacted

3.2 to carry on any other trade or business whatsoever which can in the opinion of the members or directors of the Company be conveniently or advantageously or profitably carried on in connection with or ancillary to any of the businesses of the Company or calculated directly or indirectly to enhance the value or render more profitable any of the Company's assets;

3.3 to assume the obligations or any of them arising from the formation of the Company and without prejudice to the generality thereof to pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the directors may consider to be in the nature of preliminary expenses, and to novate or otherwise assume any contracts entered into prior to incorporation of the Company as the directors may think fit;

3.4 to undertake or acquire all or any part of the business, assets and liabilities of or any share in any company, partnership or person carrying on or proposing to carry on all or any of the objects for the time being of the Company, or to amalgamate, enter into partnership, share profits, co-operate, or engage in mutual assistance with any such company, partnership or person or for subsidising or otherwise assisting any such company, partnership or person, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage, charge and deal with any shares, debentures, debenture stock or securities however received, and to conduct and carry on, liquidate or wind up any such business;

3.5 to apply for, subscribe, take, purchase or otherwise acquire, hold and deal with shares, debentures, options or other interests in or securities of any other company so as to benefit directly or indirectly the Company or enhance the value of its property, and to co-ordinate, finance, manage, supervise or control the business and operations of any company in which the Company may hold such interest;

3.6 to acquire and take options over and deal with any property whatsoever, including but without limit any shares in the capital of the Company, and any rights or privileges of any kind over or in respect of any property, and without limit to purchase, take on lease, exchange, hire, or otherwise acquire any estate or interest in any real or personal property, and to deal with the same or any part thereof;



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14/06/00

3.7 to promote any other business for the purpose of acquiring the whole or any part of the business, property, undertaking or liabilities of the Company or of any business, property, undertaking or liabilities which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to subscribe for, purchase or otherwise acquire or place or guarantee the placing of or underwrite all or any part of the shares, debentures or securities of any such company as aforesaid;

3.8 to sell, let (including, but without limitation, by way of assured shorthold tenancy), exchange, dispose of, turn to account, grant licences, options, rights or privileges in respect of, mortgage, charge or otherwise deal with all or any part of the business and property of whatever nature (whether or not as a going concern) of the Company, and to deal in any manner as aforesaid with the same or any part thereof either together or in portions for such consideration whether shares, debentures, options, cash or real or personal property of any other nature without limit as the members or the directors of the Company may think fit;

3.9 to erect, build, manufacture, improve, manage, construct, repair, maintain, alter or develop any real or personal property;

3.10 to invest and deal with any moneys in any manner, and to hold, alter, dispose of or otherwise without limit deal with any investments so made;

3.11 to receive money on deposit or loan, and to borrow or raise money or credit as may seem expedient without limit and whether with or without any security or guarantee therefor, and to issue any debentures or debenture stock whether perpetual, irredeemable or otherwise;

3.12 to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of the property or assets whether present or future and including but without limit the uncalled capital of the Company, and also by any such means to secure and guarantee the performance by the Company, any holding, subsidiary or associated company of the Company, or any other person, firm or company of any obligation undertaken by the Company or any of them as the case may be, and to stand security or guarantor for or otherwise support any obligation of any other person, firm or company whether by personal covenant, mortgage, charge, standard security or lien upon the whole or any part of the undertaking, property and assets of the Company whether present or future including but without limit its uncalled capital;

3.13 to advance or lend money or give any credit to any person, firm or company as the directors or members may think fit, and to give financial assistance as statutorily permitted for the acquisition or redemption of any shares, debentures, option rights or other security of the Company;

3.14 to draw, issue, accept, endorse, discount, negotiate, make or deal with as may seem expedient cheques, bills of exchange or lading, promissory notes, warrants, coupons, debentures, and other negotiable or transferable notes or instruments;

3.15 to seek any permission, order, privilege, charter, concession, decree, right, or licence from any government department, national, local or other statutory authority or official body in any part of the world where the Company does or may do business or other official sanctions for enabling the Company to pursue any of its objects for the time being or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and comply with the same, and to oppose or defend any proceedings or application which may seem directly or indirectly to advance or prejudice the Company's interests as the case may be;

3.16 to seek in any part of the world and deal with, grant or obtain licences in respect of, manufacture under, operate, test, improve, or experiment on any invention, discovery, copyright, patent, brevet d'invention, licence, secret process, trade mark, service mark, design, registration, protection and concession as may seem expedient or beneficial, and to register, re-register, disclaim, alter, modify, use, and turn to account the same or any of them;

3.17 to act as principal, nominee, agent (whether disclosed or undisclosed), broker, trustee, factor, contractor or sub contractor in any part of the world;

3.18 to pay, reward or remunerate anyone supplying goods or services to the Company by cash, goods, services or any securities of the Company;

3.19 to give to any charitable, benevolent or public cause or object which may be for the benefit of the Company or any holding, subsidiary or associated company of the Company or any directors or employees thereof, and to provide or pay towards any pension, annuity, gratuity, insurance, superannuation or other allowance or benefit, and generally to provide advantages, facilities and services for any persons who are or have been directors of, employed by, or serving the Company or any holding, subsidiary or associated company of the Company or any predecessor thereof and to the members of the family, dependants, personal representatives or nominated beneficiaries of any such persons, and to set up, establish, maintain, provide, contribute towards and lend in favour of any incentive, profit-sharing, option, or savings related scheme for the benefit of the employees of the Company or any holding, subsidiary or associated company as aforesaid;

3.20 to distribute among the members of the Company in specie or otherwise any property of the Company of whatever nature, including but without limit the shares, debentures or other securities of any other company taking over the whole or any part of the undertaking, assets or liabilities of the Company, and to purchase or assist the purchase of or redeem the shares for the time being (including any redeemable shares) or reduce the capital of the Company in any manner permitted under Part V of the Act;

3.21 to carry on any of the objects for the time being of the Company in any part of the world as principal or by or through agents, trustees, brokers, sub-contractors or otherwise and either alone or with any other person, firm or company;

3.22 to do all things specified for the time being in the articles of association of the Company.

The objects in each preceding sub-clause shall not be in any way limited or restricted by reference to or inference from the terms of any other sub-clause herein except as may be expressly stated, or by the name, place or date of incorporation of the Company. Each sub-clause, object or power herein shall be a main object of the Company and not ancillary or subsidiary to any other sub-clause, object or power herein. The Company shall have as full a power to exercise all or any of the objects and powers in each sub clause herein as if each sub-clause contained the objects of a separate company. Reference to any company herein shall be deemed to include any body whether *incorporated or not and wherever in any part of the world set up, established or registered.*

4 The liability of the members is limited.

5 The share capital of the Company is £10,000 divided into 10,000 shares of £1 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 below against my name.

Name and address of
subscriber

Number of shares taken
by the subscriber


New Companies Limited
PO Box 10052
Ballater
Aberdeenshire
AB35 5ZF

Dated: 12 June 2000

Witness to the above signature:

D P Keith
Balnacroft Farmhouse
Crathie
Ballater
Aberdeenshire
AB35 5TJ

Consultant

ONE
For
New Companies Limited
Director

D. Keith

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

ENNERDALE CONSULTING LIMITED

PRELIMINARY

1.1 In the articles of association here set forth as may be amended from time to time ('the articles') the expression 'the Act' means the Companies Act 1985, and, for the purpose of the articles, Table A in The Companies (Tables A to F) Regulations 1985 S.I. No 805 or any alteration or replacement thereof ('Table A'), as statutorily in force on the date when the articles are adopted by the company named above ('the Company'), is deemed to be included in and shall be construed as one with the Act.

1.2 The Regulations contained in Table A are adopted by the Company subject to and together with the articles (such Regulations and the articles are together hereinafter called 'the regulations' and deemed to be comprised within the expression 'the regulations' as used in Table A).

1.3 Words and expressions used in the regulations, unless the context otherwise requires, have the same meaning as in the Act as in force at the date of the articles.

1.4 Statutory references in the articles shall include, subject as aforesaid, the statute as may be amended, extended or applied by or under any other statutory provision or as re-enacted.

1.5 The articles are deemed to be delivered and completed as a Deed at the same time as incorporation, or adoption of the articles by special resolution, of the Company as the case may be, and the members for the time being are deemed to be bound accordingly by the articles and acknowledge the effect under section 14 of the Act as to the memorandum and articles of association of the Company.

PRIVATE COMPANY

2 The Company is a private company and shall not offer any of its shares or debentures, whether for cash or otherwise, to the public or allot or agree to allot any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

SHARES

3.1 The shares and any right to subscribe for, or convert any security into, shares in the Company or any of them for the time being (other than shares shown in the memorandum of association of the Company to have been taken by the subscribers thereto or shares allotted in pursuance of an employees' share scheme) may be issued and allotted to such persons, at such times, but subject as hereinafter mentioned, in such proportions, upon such terms, except at a discount, and with such rights, including but without limitation of redemption, and restrictions, including but without limitation as to differentiation between members of calls, as the directors, subject to the articles, shall think fit. Any pre-emption rights on the allotment of shares conferred by statute from time to time are excluded pursuant to the provisions in that behalf in section 91(1) of the Act. The maximum amount of shares that may be allotted by the directors hereunder is, so long as the Company is a private company, the nominal amount of authorised but unissued share capital for the time being of the Company. The directors are authorised

to exercise the power of allotment of the Company subject as aforesaid generally and unconditionally, but so that such authority will expire, except as next mentioned, on the date of the fifth anniversary of the adoption of the articles, except that:

- 3.1.1 thereafter the directors may exercise the said power of allotment in pursuance of an offer or agreement made by the Company before such date or in pursuance of any authority given in accordance with the Act, and
- 3.1.2 the directors may exercise at any time whether before or after such anniversary as aforesaid, but only so long as the Company is a private company, the said power of allotment in accordance with any elective resolution of the members.
- 3.2 The Company may have only one member and then:
 - 3.2.1 there shall be recorded in the register of members that there is only one member, and, as may be the case, that the number thereof is increased, and the date on which any such event occurs;
 - 3.2.2 the Company shall ensure that on entering into a contract, other than a contract in the ordinary course of business of the Company with that member, being the sole director, the terms of the contract, unless it is in writing, are either set out in a written memorandum or recorded in the minutes of the first meeting of the directors next after making the contract;
 - 3.2.3 that member shall provide the Company with a written record of any decisions taken thereby which have effect as if agreed by the Company in general meeting and that member shall be a quorum, and subject hereto Regulation 40 of Table A is adopted;
 - 3.2.4 on that member ceasing for whatever reason to hold all the shares issued for the time being in the capital thereof the company secretary shall register the person or persons next entitled to any such shares on proof of title thereto and on application in writing subject to stamping any instrument therefor as may be required by law, and in the absence of or in default by the company secretary such person or persons aforesaid may enter the name or names thereof in the register of members, and
 - 3.2.5 it shall not be necessary for a person, on becoming entitled to a share in consequence of the death, bankruptcy, insolvency or dissolution of the sole member, to produce evidence to the directors of such entitlement before being registered as the holder of the share, and subject hereto Regulations 30 and 31 of Table A are adopted.
- 3.3 The Company may in accordance with and subject to Part V of the Act and all other provisions (if any) in force for the time being as to the increase, maintenance and reduction of share capital:
 - 3.3.1 give financial assistance directly or indirectly for the purpose of acquiring any shares in the Company, or its holding company, or subsidiary company of its holding company, if any;
 - 3.3.2 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof, except that no redeemable shares may be issued at any time when there are no issued shares of the Company which are not redeemable;
 - 3.3.3 purchase its own shares including its own redeemable shares;

3.3.4 make a payment in respect of the redemption or purchase of any of its own fully-paid shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares or, so long as the Company is a private company, out of capital, or, so long as aforesaid, partly out of one and partly out of the other, and as to redemption on such date or dates (to be fixed prior to the issue of such shares) and terms and in such manner as may be determined at any time or times by the directors but so that the amount to be paid on redemption shall be the paid-up amount thereof plus the net amount of any arrears of dividends thereon

3.4 Provided always that any shares purchased or redeemed by the Company shall be treated as cancelled.

3.5 The certificate or warrant of any security issued or granted by the Company defaced, lost, worn-out or destroyed may be renewed on payment of a fee on such terms as to evidence and indemnity, and the payment of all expenses of the Company of investigating evidence, as the directors shall think fit, and on the return to the Company of any certificate or warrant to be renewed which is defaced or worn-out as the case may be.

3.6 The directors may in their absolute discretion, and without assigning any reason therefor, decline to register any transfer or any renunciation of any share whether or not it is a fully-paid share subject as hereinafter may be mentioned Provided always that the transferee of any fully paid share need not execute whether under seal or under hand the instrument of transfer, and subject hereto Regulations 23 and 24 of Table A are adopted.

3.7 The Company, if the directors think fit and subject to such terms and conditions (if any) as to requisition of, or submitting any resolution to, or attending and voting at any meeting and as to any other matter as they may from time to time decide, may:

3.7.1 issue under its common seal a warrant with respect to any fully-paid shares stating that the bearer of the warrant is entitled to the shares therein specified, and

3.7.2 provide by coupons or otherwise for the payment of future dividends on the shares included in the warrant

3.7.3 Provided always that the shares specified as aforesaid may be transferred by delivery of the warrant, the holder of any such warrant may surrender the same at any time for cancellation and thereupon the name thereof shall be entered in the register of members, and the bearer of any share warrant issued by the Company shall be deemed to be a member of the Company subject as aforesaid to the full extent. A new warrant shall not be issued to replace one that has been lost unless the directors are satisfied beyond reasonable doubt that the original has been destroyed.

3.8 The Company may accept from any member the whole or any part of the amount remaining unpaid on any shares held by that member, although no part of that amount has been called up. The liability of any member in default in respect of a call shall be increased by interest payable at such rate without limit as the directors may determine on any amount called and by the addition of all costs, charges and expenses that may have been incurred by the Company by reason of such non-payment, and subject hereto Regulation 18 of Table A is adopted.

MEMBERS

4.1 Regulation 37 of Table A is adopted with '28 days' substituted for 'eight weeks', and Regulation 41 of Table A is adopted with the addition at the end thereof of the words 'and if at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting or if during the meeting a quorum ceases to be present the member or members present entitled to be counted in a quorum shall be a quorum' subject as hereinafter may be mentioned, and Regulation 54 of Table A is adopted with the addition of the words 'on any resolution whatsoever including but without limitation any resolutions as to a voluntary arrangement under Part 1 of the Insolvency Act 1986' after the words 'on a poll', and the second sentence in Regulation 59 of Table A shall not apply, and Regulations 56 and 62(a) of Table A are adopted with '24' substituted respectively for '48', and the Company may dispense by elective resolution with the holding of annual general meetings.

4.2 Any resolution may be proposed and passed as special, extraordinary, ordinary or otherwise notwithstanding that the Company has given less than 21 or 14 days' notice thereof, or of the meeting or adjourned meeting at which it is proposed to be passed, as the case may be, if it is so agreed by a majority in number of the members having a right to attend and vote on the resolution together holding not less than 95% (subject to any elective resolution reducing that amount to not less than 90%) in nominal value of the shares giving that right, and subject hereto Regulation 38 of Table A is adopted.

DIRECTORS

5.1 The number of the directors may be fixed by the Company, but unless and until so fixed there shall be no maximum number and the minimum number shall be one. The continuing directors or a sole continuing director may act notwithstanding any vacancies in the number thereof required by the articles, and in the event of only one person holding office as director in accordance with the regulations that person shall be deemed to constitute a quorum and have full authority to exercise all the powers and discretions by the articles expressed to be vested in the directors, and Regulations 64 and 90 of Table A are not adopted, and subject hereto and as hereinafter mentioned Regulations 40 and 89 of Table A are adopted.

5.2 The directors need not retire by rotation. Regulations 73 to 78 of Table A are not adopted, and, subject to the articles, Regulation 79 of Table A except the words 'and shall not be taken into account in determining the directors who are to retire by rotation at the meeting' is adopted. The Company may by ordinary resolution appoint a person who is willing to be a director either to fill a casual vacancy or as an additional director.

5.3 Each director shall have power from time to time to nominate another director, or any person not being a director approved by the other directors, to act as the alternate thereof, and at the discretion of such director to remove such alternate director, save that a person not being a director who is appointed as an alternate shall not appoint an alternate, and each alternate director:

5.3.1 shall be subject to all the terms and conditions existing with reference to the other directors except as to power to appoint an alternate director and remuneration, and, subject to giving the Company an address at which notices may be served thereon, shall be entitled to receive notice of all meetings of the directors and shareholders and to attend, speak and vote at any such meeting at which the appointor thereof is entitled to be, but is not, present;

5.3.2 may act as alternate director to more than one director, and while so acting such person shall be entitled to a separate vote for each director thereby

represented, and if any such alternate is a director the vote or votes thereof as an alternate director shall be in addition to the vote thereof as a director;

5.3.3 may be appointed or removed as an alternate director by letter, electronic mail via computer on the internet or world wide web ("e-mail), facsimile transmission or in any other manner approved by the directors. Any telex or facsimile transmission shall be confirmed as soon as possible by letter but meanwhile may be acted upon by the Company;

5.3.4 appointed by any person ceasing to hold office as director shall cease simultaneously to have any power or authority to act as an alternate director Provided always that any person who is an alternate director at a meeting when the appointor thereof ceases to be a director shall be deemed to be reappointed as an alternate director if at that meeting such appointor is reappointed or deemed to be reappointed as a director unless the contrary is expressed in writing by such appointor;

5.3.5 shall during the appointment thereof be an officer of the Company and shall not be deemed to be an agent of the appointor thereof and a director shall not be liable for the acts and defaults of any alternate director appointed thereby;

5.3.6 shall not be taken into account in reckoning the minimum number of directors allowed for the time being, but shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the directors attended thereby at which such alternate director is entitled to vote, and

5.3.7 shall not be entitled to receive any emoluments from the Company in respect of being an alternate director Provided always that the Company may pay all travelling, hotel and other expenses properly incurred by such alternate director in attending and returning from meetings of the directors or any committee of the directors or general meetings of the Company or in connection with the business of the Company.

5.4 Subject to any written agreement between the members, the directors may receive such emoluments (whether by way of fees, salary, commission, participation in profits, or partly in one way and partly in another or otherwise) as shall from time to time be determined by the Company in general meeting, and any managing director may receive such emoluments determined as aforesaid, and Regulation 82 of Table A is adopted as if it applied to all such emoluments as aforesaid, and Regulation 84 of Table A is adopted except the last sentence.

5.5 The directors may retain any benefits received by them or any of them by reason of the exercise of any powers in Clause 3(s) of the memorandum of association, and subject hereto Regulation 87 of Table A is adopted.

5.6 The directors shall be reimbursed by the Company for all expenses incurred properly by them in the discharge of their duties in addition to any expenses payable under Regulation 83 of Table A, and in addition the Company shall repay, as the directors think fit, all costs, expenses and disbursements of or in connection with legal advice and without limitation other advice obtained in connection with the affairs of the Company.

5.7 Subject to the articles, on a resolution for the removal of a director ('the particular director') one hundred votes shall attach to every share whereby the holder thereof voted for the appointment of the particular director, and, subject as aforesaid and to the terms of appointment and to any contract between the particular director and the Company, the particular director may demand a poll on any resolution for removal

thereof from office and for the alteration of this article, and the particular director shall have, but not in addition to any weighted voting rights that may have been conferred thereon as aforesaid, one hundred votes for every ordinary share (if any) registered in the name of the particular director on any such resolution as aforesaid, and subject hereto Regulations 46 and 54 of Table A are adopted.

5.8 Any director appointed by or representing for the time being (subject always to any notice otherwise given in writing to the Company by) any member entitled to attend and cast a majority of votes at a general meeting of the Company shall have one hundred more votes than the total number of votes cast by the other directors on any resolution to convene a general meeting.

5.9 The directors may exercise all the powers of the Company, and without prejudice to the generality thereof shall have power to:

5.9.1 borrow without limit and to issue any securities subject to section 80 of the Act and to the articles, and

5.9.2 execute under the signature of any two of them or any one of them and the company secretary and deliver any document so as to have the same effect as a Deed as in any such case they may think fit, and the Company need not have a common seal, and subject hereto Regulations 6 and 101 of Table A are adopted.

5.10 Notice of any meeting of the directors may be given by telephone or by e-mail. The contemporaneous linking together by telephone or by e-mail of a number of the directors being not less than the quorum and the company secretary shall be deemed to constitute a meeting of the directors wherever in the world they are, so long as:

5.10.1 none of the directors is absent from the meeting except only as to any of them who the chairman may have consented before the meeting may be absent therefrom;

5.10.2 the directors who are present at the meeting constitute a quorum;

5.10.3 at the commencement of the meeting each director acknowledges the presence thereof to all the other directors taking part;

5.10.4 each of the directors taking part and the company secretary are able to hear each other of them subject as hereinafter mentioned throughout the meeting;

5.10.5 the directors present at the commencement of the meeting do not leave the meeting by disconnecting the telephone, but the meeting shall be deemed to have been conducted validly notwithstanding that the telephone of any director is accidentally disconnected during the meeting and the proceedings thereof shall be deemed to be as valid as if the telephone had not been disconnected,

5.10.6 and a minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by both the chairman and the company secretary.

5.11 A director may vote as a director in regard to any contract or arrangement in which that director is interested or upon any matter arising thereout Provided always that such interest is first disclosed to the directors, and such vote shall be counted and such director shall be counted in the quorum present at the meeting when any such contract or arrangement is under consideration, and subject hereto Regulations 85 and 89 of Table A are adopted.

5.12 The directors shall cause minutes to be made for the purposes of section 382 of the Act, which, together with all registers, records or other information statutorily or otherwise required to be registered or recorded by the Company, may be recorded in bound books or some other means as the directors may determine so long as the recording is capable of being reproduced in legible form and adequate precautions are taken for guarding against falsification Provided always that the directors need not sign their names for the purpose of recording their attendance at any meeting.

5.13 Subject to section 310 of the Act and whether or not in connection with any application under sections 144 or 727 of the Act or otherwise, every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses and liabilities, and the directors and other officers shall not be liable for any loss, damage or misfortune which may happen to or be incurred for the Company in the execution of their duties to the Company, and the Company may purchase and maintain insurance against liability relating to the Company in respect of any negligence, default, breach of duty and breach of trust attaching to any officer or auditor of the Company for the time being Provided always that the directors shall state the existence of any such insurance in their report for each financial year, and subject hereto Regulation 118 of Table A is adopted.

DISTRIBUTIONS

6 Any dividends resolved to be recommended, declared or paid, any sum resolved to be capitalised and the assets of the Company to be divided on a winding up shall be paid or distributed, subject to the articles and the rights attaching to the shares, in proportion to the nominal amount of the shares (whether or not fully paid) held by the members entitled thereto Provided always that if any share is issued on terms that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly, and Regulation 104 of Table A is not adopted.

PRE-EMPTION OF SHARES

7.1 Notwithstanding, and in derogation of, anything hereinbefore contained, but subject as hereinafter may be mentioned and subject also to any written agreement between the members, any member or representative holder ('the transferor') who intends to transfer any shares in the capital of the Company ('the shares') must send to the directors, unless all the members of the Company resolve otherwise without any vote being cast against such resolution, an instrument or instruments of transfer of the shares executed in escrow ('the transferor's transfer') together with all documents of title to, and an estimate of the fair value of, each of the shares, or, in default of agreement, a certificate as hereinafter mentioned of their fair value ('the valuation').

7.2 The valuation shall take into account inter alia but without limitation the amount of the shares on a proportional basis of all shares of the same class as the shares and without enhancing or reducing the fair value in respect of the proportion which the shares bear to the amount of issued shares of such class and on the assumption that the shares can be transferred without restriction, and shall take account of the business as a going concern of the Company, such certificate being made at the cost of the transferor by the auditors of the Company or some person nominated by them, and the auditors or person nominated as aforesaid shall be deemed to be acting as experts and not as arbitrators and the certificate thereof shall be deemed to be conclusive final and binding save only in the case of manifest error.

7.3 The directors shall nominate a person ('the agent') forthwith after receiving the transferor's transfer, the said documents of title and as the case may be the valuation as

and who shall be deemed to be agent and attorney for the transferor on the sale of the shares to any members of the Company except the transferor ('the members').

7.4 The directors shall offer not later than seven days after nomination of the agent the shares for sale at the said fair value by notice in writing ('the offer notice') to such of the members who hold more than one share pro rata the nominal value of their shares, including their unconditional rights (if any) to shares, of the same class as the shares.

7.5 The directors shall notify the members in writing not less than 7 days nor more than 14 days after the date of the offer notice of the number of any of the shares not then required in response to the offer notice ('the available shares'). Any of the members may buy any of the available shares, and, in case of dispute, pro rata the nominal value of their shares of the same class as aforesaid.

7.6 The agent shall execute all instruments to complete the sale of any of the shares to the members as aforesaid unless the transferor executes the same as requested by the directors, and the receipt of the agent shall be a good discharge for the purchase price. The directors shall inform the transferor of and forthwith after notification as to execution of any transfer as aforesaid by the agent.

7.7 The pre-emption rights hereinbefore mentioned shall apply to any transfer of shares in the capital of the Company except, but without exception for any of the shares on which the Company has a lien, for any transfer of the shares made inter vivos or post mortem to:

7.7.1 any of the members;

7.7.2 the spouse, relict, widower or any other relation or any step or legally adopted relation of the transferor (together hereinafter called 'the family') other than of a representative holder or trustee hereinafter mentioned;

7.7.3 any representative holder on, as the case may be, the death, bankruptcy or insolvency of a member or the making of an order by any competent court by reason of mental disorder of the transferor;

7.7.4 any trustee appointed by the transferor so long as all the beneficiaries under the trust are members of the family Provided always that any such trustee shall be bound to transfer the shares to any person or persons within the exceptions from pre-emption as aforesaid forthwith if and when any such beneficiary is not a member of the family

and the directors shall not decline to register any transfer excepted as aforesaid.

7.8 Subject to any written agreement between the members, shares and any security convertible into shares in the capital of, and in any such case to be issued by, the Company shall be offered in writing to the holders (except those who hold only one share) pro rata the nominal values of their shares of the same class as the shares or security so offered at a sum which in default of agreement shall not exceed the fair value certified at the cost of the Company but otherwise in the same manner as required to be made by article 7.2 of the articles, such offer to be made not less than 14 days before the same may be allotted, issued or granted to any other person Provided always that any right of conversion of any security into shares shall not be granted unless so resolved by the Company without any vote being cast against such resolution.

Name and address of subscriber

New Companies Limited
PO Box 10052
Ballater
Aberdeenshire
AB35 5ZF

For New Companies Limited

Director

Dated: 12 June 2000

Witness to the above signatures:

D P Keith
Balnacroft Farmhouse
Crathie
Ballater
Aberdeenshire
AB35 5TJ

Consultant

D. Keith