

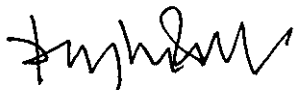
SC30397

Companies Act 1985  
PRIVATE COMPANY LIMITED BY SHARES  
SPECIAL RESOLUTION  
OF  
ACANTHUS ARCHITECTS DF LIMITED

On the Thirty First day of March Two Thousand and Eight, the subjoined SPECIAL RESOLUTION was duly passed, videlicet

RESOLUTION

- (i) The 1 issued Ordinary Share of £1.00 in the capital of the Company held by Douglas Thomson Forrest, The Stables, Wardhouse, Inch, Aberdeenshire, AB52 6YL, be and is hereby reclassified as 1 "A" Ordinary Share of £1.00
- (ii) The 999 Ordinary Shares of £1.00 each in the existing unissued Ordinary share capital of the Company be and are hereby reclassified as 749 'A' Ordinary Shares of £1.00 each and 250 "B" Ordinary Shares of £1.00 each
- (iii) The authorised share capital of the Company be increased from £1,000 to £10,000 by the creation of 4,250 "A" Shares of £1 each and 4,750 "B" Shares of £1 each, such shares having the respective rights and being subject to the respective restrictions attaching thereto under the new articles of association of the Company adopted pursuant to paragraph (iv) of this resolution
- (iv) The regulations contained in the document attached to this resolution be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association
- (v) The directors are generally and unconditionally authorised pursuant to section 80 of the Companies Act 1985 to allot and issue up to 750 "A" Shares and 250 "B" Shares within one month of the date of this resolution (on the expiration of which this authority shall expire) and the directors shall have the power to exercise the authority hereby conferred upon them to allot such shares to such persons and on such conditions as they may in their discretion determine as if section 89(1) of the Companies Act 1985 did not apply thereto



Douglas Thomson Forrest  
Director  
Acanthus Architects df Limited



PRIVATE COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

of

ACANTHUS ARCHITECTS DF LIMITED

2008

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COMPANIES ACTS 1985 – 2006  
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION  
OF  
ACANTHUS ARCHITECTS OF LIMITED

**PRELIMINARY**

- 1 The regulations contained in Table A ('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, the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to 'regulations' are to regulations in Table A.

**PRIVATE COMPANY**

- 2 The Company is a private company within the meaning of Section 4(1) of the Companies Act 2006.

**INTERPRETATION**

- 3.1 In the first line of regulation 1 after the word 'regulations' the words 'and in any articles adopting in whole or in part the same' shall be inserted.

- 3.2 In these Articles

- (a) unless the context otherwise requires the following expressions have the following meanings

' "A" Director'	means any director appointed and holding office from time to time pursuant to Article 15.1;
' "A" Shares'	means the 'A' Shares of £1 each in the share capital of the Company from time to time,
' "B" Director'	means any director appointed and holding office from time to time pursuant to Article 15.2,
' "B" Shares'	means the 'B' Shares of £1 each in the share capital of the Company from time to time,

'Ordinary Shares'	means the 'A' Shares and the 'B' Shares together, and
'Shareholders' Agreement'	means the agreement between Douglas Forrest Thomson and Gregor William Small dated 31 March 2008

- (b) words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but if a particular word or expression has more than one definition in the Act, the definition to be adopted is that which has the most general application in the Act
- (c) words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporate, and (in each case) vice versa
- (d) references to Articles are references to these Articles and references to paragraphs and sub paragraphs are, unless otherwise stated, references to paragraphs of the Article or references to sub paragraphs of the paragraph in which the reference appears

## SHARE CAPITAL

- 4 1 The authorised share capital of the Company at the date of adoption of these Articles is £10,000 divided into 5,000 "A" Shares and 5,000 "B" Shares. The "A" Shares and the "B" Shares shall be separate classes of shares and shall carry the respective voting rights and rights to appoint and remove directors and be subject to the restrictions on transfer hereinafter provided, but in all other respects shall rank *pari passu*
- 4 2 Unless all the members otherwise agree in writing, any new shares issued to a holder of 'A' Shares shall be 'A' Shares and any new shares issued to a holder of 'B' Shares shall be 'B' Shares including any new shares issued pursuant to regulation 110
- 4 3 The Company shall not have power to issue share warrants to bearer

## ISSUE OF NEW SHARES AND ALTERATION OF CAPITAL

- 5 1 Unless otherwise determined by special resolution of the Company in general meeting or by a written resolution of the members and subject as provided in Articles 5 3, 5 4 and 5 5, any unissued shares in the capital of the Company from time to time shall before they are issued be offered to all the holders of shares in the Company in proportion to the nominal value of the shares held by them respectively (and such offer shall be at the same price and on the same terms to each such holder). Such offer shall be made by notice specifying the number and class of shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 30 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such period the directors shall offer the shares so declined to the persons who have, within the said period, accepted all the shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any shares comprised in such further offer are

declined or deemed to be declined such further offer shall be withdrawn in respect of such shares. At the expiration of the time limited by the notice(s) the directors shall allot the shares so offered to or amongst the members who have notified their willingness to take all or any of such shares in accordance with the terms of the offer. No member shall be obliged to take more than the maximum number of shares he has indicated his willingness to take. Section 89(1) and sub sections (1) to (6) of Section 90 of the Act shall not apply to the Company.

- 5.2 Any shares not accepted pursuant to Article 5.1 or not capable of being so offered except by way of fractions and any shares released from the provisions of this Article by special resolution or written resolution as therein specified shall subject to the provisions of Section 80 of the Act, be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount and provided further that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.
- 5.3 The discretion of the directors contained in Article 5.1 and 5.2 as to the allotment and disposal of and the granting of any option over the Company's shares shall in any event be subject to the provisions of any agreement relating thereto binding on the Company from time to time and any directions contained in any resolution creating such shares.

#### **LIEN**

- 6 The lien conferred by regulation 8 shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid up or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all monies presently payable by him or his estate to the Company. Furthermore, such lien shall extend to all amounts payable in respect of a share. The directors may resolve to exclude any share or any amount payable in respect of a share from the application of this Article. Regulation 8 shall be modified accordingly.

#### **CALLS**

- 7 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 the words 'and all expenses that may have been incurred by the Company by reason of non payment of the call'.

#### **TRANSFER OF SHARES**

- 8 The instrument of transfer of any share shall be executed by or on behalf of the transferor. In the case of a partly paid share, the instrument of transfer must also be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect of it.

- 9 No transfer of any shares or any interest in shares shall be made unless the following provisions are complied with in respect of the transfer
- (i) A member, or person entitled to shares by way of the death or bankruptcy of a member, who wishes to transfer shares or any interest in shares ("the Vendor") shall give to the Company notice in writing ("the Transfer Notice") A Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified in it ("the Sale Shares") at a price ("the Sale Price") which is agreed upon by the Vendor and the directors or, in the absence of agreement, which the auditors of the Company (acting as experts and not as arbitrators) certify to be in their opinion the fair value of the Sale Shares, as at the date of the Transfer Notice, as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the business of the Company and its subsidiaries as a going concern but without taking into account (if it be the case) that the Sale Shares constitute a minority interest
  - (ii) The auditors' certificate shall be binding upon all parties
  - (iii) If the auditors are asked to certify the Sale Price the Company shall within 7 days of the issue of the auditors' certificate send a copy to the Vendor The Vendor shall be entitled, by notice in writing given to the Company within 28 days of the copy being sent to him, to withdraw the Transfer Notice The cost of obtaining the certificate shall be borne by the Company A Transfer Notice shall not otherwise be revocable without the consent of all the directors of the Company, who may impose such condition upon any consent as they think fit, including a condition that the Vendor bears all associated costs
  - (iv) Upon the Sale Price being agreed or certified and provided the Vendor does not withdraw the Transfer Notice in accordance with paragraph (iii), the directors shall promptly, by notice in writing, offer the Sale Shares to the holders of the remaining shares at the Sale Price pro rata to their existing holdings The offer shall be open for a period of 28 days from the date of the notice ("the Acceptance Period") If the offerees within the Acceptance Period apply for all or any of the Sale Shares the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the applicants for any of the Sale Shares, in the case of competition in proportion to their then existing holdings of shares (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by him)
  - (v) If within the Acceptance Period applications are received from one or more of the other holders ("the Transferees") in respect of all or any of the Sale Shares, the directors shall promptly give notice in writing ("the Acceptance Notice") to the Vendor specifying the number of Sale Shares applied for and the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale shall be completed

- (vi) The Vendor shall be bound to transfer the Sale Shares, or such of the Sale Shares as are applied for, to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares (or, if some only of the Sale Shares have been applied for, the corresponding proportion of the Sale Price for all the Sale Shares) shall be made to the directors as agents for the Vendor. If the Vendor fails to transfer the Sale Shares, or such of the Sale Shares as are applied for, the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the Sale Shares, or such of the Sale Shares as are applied for, to the Transferees against payment of the Sale Price, or the corresponding proportion of the Sale Price, to the Company. On payment to the Company, the Transferees shall be deemed to have obtained a good discharge for this payment. On execution and delivery of the transfers, the Transferees shall be entitled to require their names to be entered in the register of members as the holders by transfer of the Sale Shares or such of the Sale Shares as are applied for. If any Sale Shares are transferred to the holder of shares of the other class, they shall automatically be redesignated, on registration of the transfer, as shares of the other class unless all the issued shares of the Company would then be of only one class. The Company shall pay the price into a separate bank account in the Company's name and hold it in trust for the Vendor, after deducting any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the register of members in purported exercise of the above powers, the validity of the proceedings shall not be questioned by any person.
- (vii) If the offer of the Sale Shares at the Sale Price is accepted in part only within the Acceptance Period, the Vendor shall be at liberty during the period of 6 months following the expiry of the Acceptance Period to transfer all or any of the remaining Sale Shares to any person at a price not being less than a due proportion of the Sale Price. The directors may require to be satisfied that the Sale Shares not applied for are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the purchaser and, if not satisfied, may refuse to register the instrument of transfer. A director who is, or is nominated by, the Vendor shall not be entitled to vote at any board meeting at which a resolution to the sale is proposed.
- (viii) If the offer of the Sale Shares at the Sale Price is not accepted in whole or in part within the Acceptance Period, the Vendor shall be at liberty during the period of 6 months following the expiry of the Acceptance Period to transfer all or any of the Sale Shares to any person at a price not being less than the Sale Price. The directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the Purchaser. If not satisfied, the directors may refuse to register the relevant instrument of transfer. A director who is, or is nominated by, the Vendor shall not be entitled to vote at any board meeting at which a resolution relating to the sale is proposed.

- (ix) Upon transferring any of the Sale Shares to the Transferee or to a third party in accordance with the provisions of this article the Vendor shall procure that all directors appointed by it to the board of the Company resign and, pending registration of the transfer, shall assist (if necessary) in procuring that directors nominated by the transferee are appointed in their place
- (x) Notwithstanding the above, the directors may decline to register a transfer of a share on which the Company has a lien
- (xi) The restrictions on transfer contained in this article shall not apply to a transfer
  - (a) approved in writing by all the members,
  - (b) from a holder of "A" Shares to another holder of "A" Shares and a transfer from a holder of "B" Shares to another holder of "B" Shares;
  - (c) to the beneficial owner by a mere nominee who has at all times held the shares on behalf of the beneficial owner,
  - (d) from one nominee to another nominee of the same beneficial owner where the first nominee has at all times held the shares on behalf of that beneficial owner,
  - (f) by a corporate member ("the transferor company") to an associated company ("the transferee company") (that is to say, a holding company or wholly owned subsidiary of the transferor company and any other wholly owned subsidiary of any holding company). If the transferor company and the transferee company cease to be associated, the transferee company shall be deemed to have given a Transfer Notice immediately prior to that event in respect of all shares transferred to it unless it re transfers the shares to the transferor company;
  - (g) by a corporate member to a company formed to acquire the whole or a substantial part of its undertaking and assets as part of a scheme of amalgamation or reconstruction

It must be proved to the reasonable satisfaction of the directors that the transfer bona fide falls within one of these exceptions

- (xii) For the purposes of this Article the following shall be deemed to be a relevant event
  - (a) a direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that all or any of the shares be allotted, issued or transferred to *some person other than himself*,
  - (b) a sale or other disposition of any beneficial interest in a share (whether or not for consideration) by a member otherwise than in accordance with the above provisions and whether or not made in writing;
  - (c) a corporate member entering into liquidation (other than a members' voluntary liquidation for the purpose of reconstruction or



- amalgamation) or an administrative receiver or a receiver being appointed over any of its assets or an administration order being made against it,
- (d) the death or bankruptcy of a member;
  - (e) an employee who is a member ceasing to be employed by the Company for any reason. The Transfer Notice shall be deemed to relate to all the shares held by the member referred to
- (xiii) If a relevant event occurs in relation to a member, he shall be deemed to have given a Transfer Notice in respect of all shares of each class held by him or by any nominee for him immediately prior to the event
- (xiv) If a corporate member ceases to be controlled by the person who at the time when it became a member had control, the member shall be deemed immediately prior to that event to have served a Transfer Notice in respect of all the shares held by it, unless all the other holders of shares otherwise agree in writing. For the purposes of this paragraph, a person shall be deemed to have control of a corporation if the corporation is a subsidiary of that person or would have been a subsidiary if that person had itself also been a corporation
- (xv) (a) Any Transfer Notice deemed to have been given under paragraph (xi)(f), (xiii) or (xiv) of this Article shall be deemed to contain a provision, binding on the Company, that unless all the Sale Shares comprised in it are sold by the Company pursuant to this article none shall be sold
- (b) The Vendor shall not be entitled to withdraw a Transfer Notice deemed to have been given pursuant to paragraph (xi)(f), (xiii) or (xiv) of this Article
- (c) Where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him he shall not be entitled to withdraw it
- (xvi) For the purpose of ensuring that a transfer of shares is duly authorised, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given, the directors may require a member, the legal representatives of a deceased member, the liquidator of a corporate member or a person named as transferee in a transfer lodged for registration to furnish to the Company such information and evidence as the directors think fit regarding any matter they deem relevant to that purpose. If the information or evidence is not furnished to the satisfaction of the directors within a reasonable time after the request, the directors shall be entitled to refuse to register the transfer in question. In a case where no transfer is in question or if the information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the directors shall be entitled within a reasonable time to require, by notice in writing given to the registered holder, that a Transfer Notice be given in respect of the shares concerned. A director who is, or is nominated by, the Vendor or the holder of the shares concerned shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned

is proposed. If the directors require that a Transfer Notice be given and it is not duly given within one month from the date of its being required, the Transfer Notice shall be deemed to have been given at the expiration of the month and the provisions of this article shall take effect accordingly.

- (xvii) Subject to paragraph (xvi) of this Article, the directors shall register any transfer made pursuant to or permitted by this Article but shall refuse to register any other transfer.

#### **PROHIBITED TRANSFERS**

- 10 Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 11.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two members present in person or by proxy shall be a quorum of which one shall be or represent a holder of any of the 'A' Shares and the other shall be or represent a holder of any of the 'B' Shares. Regulation 40 shall not apply.
- 11.2 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it 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 all the members may agree in writing). Regulation 41 shall not apply.
- 11.3 In regulation 44 the words 'of the class of shares the holders of which appointed him as director' shall be substituted for the words 'any class of shares in the Company'.
- 11.4 At any general meeting a poll may be demanded by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.
- 11.5 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.
- 11.6 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting.

#### **WRITTEN RESOLUTIONS**

- 12 Any written resolution of the members may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

#### **VOTES OF MEMEBERS**

- 13.1 Subject as provided below in this Article and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show

of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder, provided that

- (a) no shares of either class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class, and
- (b) if at any meeting any holder of 'B' Shares is not present in person or by proxy the votes exercisable on a poll in respect of the 'B' Shares held by members present in person or by proxy shall be pro tanto increased (fractions of a vote by any member being permitted) so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the 'B' Shares if all the holders thereof were present in person

13 2 Regulation 54 shall not apply

#### ALTERNATE DIRECTORS

14 1 Any director (other than an alternate director) may at any time appoint any person (including another director) to be an alternate director and may at any time terminate such appointment

14 2 The appointment of an alternate director shall cease on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director

14 3 An alternate director shall be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director of the relevant class. It shall be necessary to give notices of meetings to an alternate director who is absent from the United Kingdom. If the appointor of an alternate director is from time to time absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. An alternate director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles

14 4 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate director any remuneration except only 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

14 5 Regulations 65 to 69 shall not apply

## APPOINTMENT AND RETIREMENT OF DIRECTORS

- 15.1 The holder or holders of a majority in the nominal value of the 'A' Shares shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be an 'A' Director.
- 15.2 The holder or holders of a majority in nominal value of the 'B' Shares shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove any of such director and at any time and from time to time by like notice to appoint any other person to be a director in place of a director so removed. Any director so appointed shall be a 'B' Director.
- 15.3 A notice of appointment or removal of a director pursuant to this Article shall take effect upon lodgement at the office or on delivery to a meeting of the directors or on delivery to the secretary.
- 15.4 Every director appointed pursuant to this Article shall hold office until he is either removed in manner provided by this Article or dies or vacates office pursuant to regulation 81 (as modified by Article 20) and neither the company in general meeting nor the directors shall have power to fill any such vacancy.
- 15.5 Any director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointor(s) as to the business and affairs of the Company and its subsidiaries as he shall in his absolute discretion determine.
- 15.6 During periods when there is, for whatever reason, no 'A' Director or, as the case may be, no 'B' Director
- (a) Article 18.1 shall not apply, and
  - (b) any matter which under these Articles requires the approval, agreement or consent of the 'A' Director or, as the case may be, the 'B' Director shall not require such approval, agreement or consent.
- 15.7 The directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded.
- 15.8 No director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply.

## DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 16 Regulation 81 shall be modified by deleting paragraph (e) thereof. The office of a director shall also be vacated if he shall be removed from office as hereinbefore provided.

## PENSIONS

- 17 The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex employees and to officers and ex officers (including directors and ex directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non contributory) for the benefit of any such persons and/or their relations or dependants or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article conferred upon the directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply.

## PROCEEDINGS OF DIRECTORS

- 18.1 Except during periods when there is, for whatever reason, no 'A' Director or no 'B' Director the quorum for the transaction of the business of the directors shall be two. In the event that at any duly convened meeting of the directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be 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 agree in writing).
- 18.2 The chairman of any meeting of the directors or of any committee of the directors shall not be entitled to a second or casting vote. Regulation 88 shall be modified accordingly.
- 18.3 Unless otherwise agreed by the Directors in any particular case, at least 14 clear days' notice in writing shall be given to each director of every meeting of the directors.
- 18.4 It shall be necessary to give any such notice to any director absent from time to time from the United Kingdom.
- 18.5 Each such notice shall (a) be sent to the address notified from time to time by each director to the secretary (or, if there is none at that time, the chairman) as his address for the service of such notices (or if no address has been so supplied, to his last known address), (b) contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting, (c) be accompanied by any relevant papers for discussion at such meeting, and (d) if sent to an address outside the United Kingdom, be sent by courier, telex or facsimile transmission.
- 18.6 Save as provided in Article 18.5, any such notice may be delivered personally or by first class prepaid letter and shall be deemed to have been served if by delivery when delivered and if by first class letter 48 hours after posting.
- 18.7 Except as may be agreed by the Directors in any particular case, no business or resolution shall be transacted or passed at any meeting of the directors except as was fairly disclosed in the agenda for such meeting.

- 18.8 Appropriate complete minutes of each meeting of the directors shall be maintained by the Company and copies thereof distributed to the directors as soon as reasonably practicable after the meeting shall have been held
- 18.9 Directors may participate in a meeting of the board by means of conference telephones or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 18.10 A director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply.

#### **BORROWING POWERS**

- 19 The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles 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.

#### **ACCOUNTS AND INFORMATION**

- 20 Every member shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company on giving not less than 48 hours written notice to the secretary (or, if there is none at that time, the chairman). The Company shall give each such member all such facilities as he may reasonably require for such purposes including the use of copying facilities. The Company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid. Regulation 109 shall not apply.

#### **NOTICES**

- 21 A notice sent by post shall be deemed to be given at the time when the same was posted. The second sentence of regulation 115 shall not apply.

#### **INDEMNITY AND INSURANCE**

- 22.1 Subject to the provisions of and so far as may be permitted by law, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by

him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court Regulation 118 shall not apply.

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

#### **OVERRIDING PROVISION**

- 23 Notwithstanding the provisions of these Articles the directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to provisions of the Shareholders' Agreement

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Name and address of Subscriber

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(Signed)

For and on behalf of  
Jordans (Scotland) Limited  
24 Great King Street  
EDINBURGH  
EH3 6QN

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Dated this 26<sup>th</sup> day of April 2006

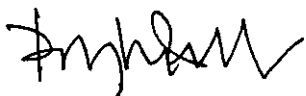
Witness to the above signature

(Signed)

Alastair Drysdale  
24 Great King Street  
EDINBURGH  
EH3 6QN

Company Registration Agent

What is contained in this and the fifteen preceding pages is a print of the Articles of Association as amended by special resolution of the Company passed on 31 March 2008



Douglas Thomson Forrest  
Director  
Acanthus Architects df Limited



Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

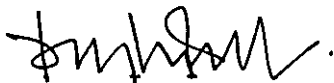
OF

ACANTHUS ARCHITECTS DF LIMITED

On the Thirty First day of March Two Thousand and Eight, the subjoined SPECIAL RESOLUTION was duly passed, videlicet

RESOLUTION

- (i) The 1 issued Ordinary Share of £1 00 in the capital of the Company held by Douglas Thomson Forrest, The Stables, Wardhouse, Inch, Aberdeenshire, AB52 6YL, be and is hereby reclassified as 1 "A" Ordinary Share of £1 00
- (ii) The 999 Ordinary Shares of £1 00 each in the existing unissued Ordinary share capital of the Company be and are hereby reclassified as 749 'A' Ordinary Shares of £1 00 each and 250 "B" Ordinary Shares of £1 00 each
- (iii) The authorised share capital of the Company be increased from £1,000 to £10,000 by the creation of 4,250 "A" Shares of £1 each and 4,750 "B" Shares of £1 each, such shares having the respective rights and being subject to the respective restrictions attaching thereto under the new articles of association of the Company adopted pursuant to paragraph (iv) of this resolution
- (iv) The regulations contained in the document attached to this resolution be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association
- (v) The directors are generally and unconditionally authorised pursuant to section 80 of the Companies Act 1985 to allot and issue up to 750 "A" Shares and 250 "B" Shares within one month of the date of this resolution (on the expiration of which this authority shall expire) and the directors shall have the power to exercise the authority hereby conferred upon them to allot such shares to such persons and on such conditions as they may in their discretion determine as if section 89(1) of the Companies Act 1985 did not apply thereto



Douglas Thomson Forrest  
Director  
Acanthus Architects df Limited