

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 206930

The Registrar of Companies for Scotland hereby certifies that

MACROCOM (602) 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 8th May 2000



\*NSC206930B\*



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



THE COMPANIES ACTS 1985 to 1989

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COMPANY LIMITED BY SHARES

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MEMORANDUM  
and  
ARTICLES OF ASSOCIATION  
of  
MACROCOM (602) LIMITED

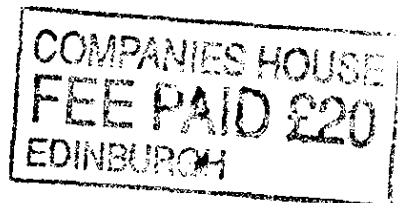
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Incorporated:



MACROBERTS  
Solicitors  
Edinburgh  
[JMI/NMM/LMH]

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THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

of

206930

MACROCOM (602) LIMITED

- I. The Company's name is "MACROCOM (602) LIMITED".
- II. The Company's Registered Office is to be situated in Scotland.
- III. The objects for which the Company is established are:-
  - (1) To carry on business as a general commercial company.
  - (2) To carry on for profit, directly or indirectly, whether by itself or through subsidiary, associated or allied companies or firms in the United Kingdom or elsewhere in all or any of its branches any business, undertaking, project or enterprise of any description whether of a private or public character and all or any trades, processes and activities connected therewith or ancillary or complementary thereto.
  - (3) To carry on any other businesses which can be advantageously or conveniently carried on by the Company by way of extension of or in connection with the above or are calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's property or rights.
  - (4) To acquire, erect, construct, lay down, enlarge, alter, maintain, improve and from time to time renew, any docks, harbours, wharves, quays, railways, aerodromes, houses or other buildings, machinery, plant, roads and other works necessary or convenient for carrying on said trades and businesses and the purposes of the Company generally.
  - (5) To apply for, purchase or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, privileges, concessions and licences, secret processes, trade marks,

trade names, brands and copyrights and the like which may seem capable of being used for any of the purposes of the Company, and to use, exercise, develop, prolong and grant licences of the same.

- (6) To apply for or concur with others in applying for any Provisional Order, Act of Parliament, Licence of the Board of Trade or other authority for enabling the Company to carry out all or any of its objects or for any other purpose which may seem expedient, to subscribe to the expense of obtaining the same, and to oppose or subscribe to the expense of opposing any Provisional Order, Bill or any proceedings in Parliament or elsewhere which may seem directly or indirectly to affect prejudicially the Company's interests.
- (7) To purchase or otherwise acquire the whole or any part of the undertaking, property or assets of any company or person carrying on or proposing to carry on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company, and as part of the consideration for such acquisition to undertake all or any part of the liabilities of such company or person.
- (8) To pay for any property or rights acquired by the Company in cash, by instalments, or in shares, stocks, debentures, debenture stocks or other securities, whether fully or partly paid up, of the Company, or partly in one mode and partly in another and generally on such terms as may be agreed upon.
- (9) To amalgamate or enter into partnership, or into any arrangement for sharing profits, co-operation, union of interest, reciprocal concession, joint adventure, mutual interest, or assistance or otherwise with any company or person carrying on any business or having any objects similar to or kindred with any of the businesses or objects of the Company and that in such manner and on such terms and conditions as may be found expedient.
- (10) To subscribe for, take, or otherwise acquire and hold shares, stock, debentures, debenture stock or other securities of, or other interests in, any company having any objects similar to or kindred with any of the

objects of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.

- (11) Whether with or without the Company receiving any consideration to guarantee and give security for the payment of any principal moneys, premiums, interest and other moneys secured by or payable under securities or obligations of any company which is for the time being the Company's holding company or a subsidiary of the Company's holding company or any other company which may be promoted or established by the Company either alone or in conjunction with others or which may purchase or take over the whole or any part of the undertaking of the Company and to guarantee and give security for the payment of dividends and premiums on, and the repayment of the capital of, stocks and shares of all kinds and descriptions.
- (12) To lend and advance money or give credit to any company or person and in particular to customers and others having dealings with the Company and on such terms as may be thought fit and to guarantee and give security for the payment of any moneys or the performance of any contracts, liabilities or obligations of any company or person and to become liable or responsible for money and undertake obligations of every kind and description all upon such terms as may from time to time be considered desirable in the interests of the Company.
- (13) To borrow or raise money in such manner as the Company may think fit and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the undertaking, property or assets of the Company or any part thereof, including its uncalled capital, and also by a similar mortgage, charge or lien to secure any debt, liability or obligation of any holding or subsidiary company of the Company or of any other company or of any person.
- (14) To receive money on deposit or temporary loan upon such terms as may be thought fit.
- (15) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures, charter parties, bills of lading, and other negotiable or transferable documents.

- (16) To invest, or deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (17) To procure the Company to be registered or recognised in any part of the world outside the United Kingdom.
- (18) To establish or promote or concur in establishing or promoting any other company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem calculated to advance directly or indirectly the objects or interests of the Company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire shares, stock, debentures, debenture stock or other securities of any such company.
- (19) To give or award pensions, annuities, gratuities, superannuation or other allowances or benefits, to any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any company which is the holding company of, or a subsidiary company of, or allied or associated with, the Company or any such holding company or subsidiary company, and to the wives, widows, children and other relatives and dependants of any such persons; to set up, establish, support and maintain pension, superannuation and other funds or schemes (whether contributory or non-contributory) and to make payments towards insurance or other payments (either in connection with any such fund or scheme or otherwise) for the benefit of such persons or any of them or any class of them; to support or subscribe to any charitable funds or institutions the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its officers or employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees; and to subscribe or guarantee money for any exhibition or for any public, general or useful object.
- (20) To sell, feu, lease, exchange, mortgage or otherwise deal with or dispose of the whole or any part of the undertaking, property or assets of the Company, or any right over or interest in the same, for such

consideration, and in such manner and upon such terms and subject to such conditions, as the Company may think fit, and in particular for shares, stocks, debentures, debenture stocks or other securities, whether fully or partly paid up, of any other company.

- (21) To distribute any of the property of the Company among the Members in specie or kind.
- (22) To remunerate any company or person for services rendered or to be rendered in placing or procuring the subscription of, or otherwise assisting in the issue of, any shares, stock, debentures, debenture stock or other securities of the Company or of any company promoted by the Company.
- (23) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (24) To do all such other things as are incidental or conducive to the attainment of the aforesaid objects or any of them.

And it is hereby declared that in this Memorandum words denoting the singular number shall include the plural number and vice versa and the word "company", except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere and that the objects specified in each of the foregoing paragraphs of this Clause shall be regarded as independent objects and, accordingly, shall, except where otherwise expressed in such paragraphs, be in no wise limited or restricted by reference to or inference from any other paragraph.



IV. The liability of the Members is limited.

V. The Company's Share Capital is £100 divided into 100 shares of £1 each.

We, the subscriber to this 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 set opposite our name.

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Name and Address of Subscriber

Number of  
Shares

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MacRoberts Corporate Services Limited  
152 Bath Street  
Glasgow G2 4TB

Two

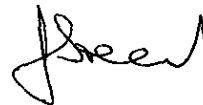
  
.....  
(Authorised Signatory)

---

Dated the 28th day of April 2000.

WITNESS to the above signature:

Joyce Ireland  
Company Secretarial Assistant  
27 Melville Street  
EDINBURGH EH3 7JF



THE COMPANIES ACTS [1985 TO 1989]

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

206930

MACROCOM (602) LIMITED

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PRELIMINARY

1.1 In these articles:-

- "Act" means the Companies Act 1985 and any statutory re-enactment or modification thereof from time to time;
- "Associated Transferee" means any person who, pursuant to article 7.1, acquires Shares which were previously held by the Leaving Member in question (whether such acquisition is from that Leaving Member directly or otherwise);
- "Directors" means the directors of the Company from time to time (or any duly constituted committee of them) and "Director" means any director of the Company;
- "Fair Value" means the fair value of each Share comprised within a Transfer Notice as at the Valuation Date as shall be:-  
(a) agreed between the Proposing Transferor and the Company; or

(b) failing agreement pursuant to (a) above within a period of twenty one days after the Valuation Date, determined by the auditor of the Company (acting as an expert and not as an arbiter and whose certificate shall be final and binding for these purposes) by valuing the whole of the issued class or classes of Shares comprised within the Transfer Notice and dividing the resultant figure or figures, as the case may be, by the total number of Shares of the relevant class in issue at the Valuation Date;

"Family Trust"

means, in relation to any member, a trust of which he is the settlor and which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of:-

(a) that member; and/or

(b) a *Privileged Relation* of that member;

and under which no power of control over the voting powers conferred by any Shares comprised in the trust property is capable of being exercised by any person other than:-

(i) the trustees;

(ii) that member; and/or

(iii) a *Privileged Relation* of that member;

"Leaving Member"

means any member or former member who ceases to be a Director and/or an employee of the Company for whatever cause;

"Privileged Relation"	means, in relation to any member, that member's:- (a) spouse or widow/widower; (b) child (including any step-child and any adopted child); and (c) grandchild;
"Proposing Transferor"	means any member or other person entitled to Shares who serves a Transfer Notice on the Company;
"Settlor"	means a settlor in relation to a Family Trust created <u>inter vivos</u> or <u>mortis causa</u> ;
"Shares"	means shares in the capital of the Company from time to time and "Share" means any one of them;
"Table A"	means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985;
"Transfer Notice"	means a written notice served on the Company pursuant to article 7.2.1;
"Valuation Date"	means the date on which a Transfer Notice is served on the Company.

- 1.2 For the purposes of article 5, "trust" includes any right in respect of any Shares other than an absolute right thereto in the registered holder thereof for the time being or, in the case of transmission of Shares, such other rights as are mentioned in Table A.
- 1.3 The singular includes the plural and vice versa and reference to any gender includes all genders.
- 1.4 Words and expressions defined in the Act and/or Table A shall, save where otherwise defined in these articles, bear the same meanings herein.
- 2.1 The regulations contained in Table A, insofar as not excluded or varied by or inconsistent with these articles, shall apply to the Company and be deemed to be incorporated herein.

- 2.2 Regulations 5, 64, 73 to 77 inclusive, 80, 94 to 98 inclusive and 101 of Table A shall not apply to the Company.
- 2.3 The following regulations of Table A shall be modified:-
- (a) regulation 1 by the deletion of the words "'the seal' means the common seal of the company";
  - (b) regulation 6 by the deletion of the words "shall be sealed with the seal" and by the substitution therefor of the words "shall be signed by two Directors or by one Director and the Secretary";
  - (c) regulation 18 by the addition of the words "and all expenses of the Company incurred by reason of such non-payment" at the end of the first sentence thereof;
  - (d) regulation 40 by the substitution of the words "One person" for the words "Two persons" and the deletion of the word "each";
  - (e) regulation 41 by the insertion of the words "if convened upon the requisition of members be dissolved; in any other case it shall" after the word "shall" where it first appears;
  - (f) regulation 78 by the deletion of the words "and may also determine the rotation in which any additional directors are to retire";
  - (g) regulation 79 by the deletion of the second and third sentences; and
  - (h) regulation 89 by the deletion of the word "two" and the substitution therefor of the word "one".

#### ISSUE OF SHARES

3. Subject to article 4, the Directors shall have authority, for the purposes of section 80 of the Act, to allot relevant securities up to an aggregate nominal amount equal to the authorised share capital of the Company on the date of its incorporation and that at any time or times during the period of five years from such date or at any time thereafter if allotted pursuant to an offer or agreement entered into during such period.
- 4.1 Any Shares which the Directors resolve to issue shall, in the first instance, be offered in writing to the members of the Company at that time and that in proportion to the aggregate nominal amount of the Shares held by each of them. Such offer shall:-
- (a) specify the number of Shares for which the member concerned is entitled to subscribe;

- (b) notify that member that, if he wishes to subscribe for Shares in excess of his proportion, he should, in his reply, state how many additional Shares he wishes to subscribe for; and
- (c) limit the time (being not less than fourteen days from the date of the offer) within which the offer, if not accepted in whole or in part, shall be deemed to be declined.

If any member does not accept his proportion in full, the unaccepted Shares shall be used for satisfying any claims for additional Shares. If there shall be insufficient unaccepted Shares to satisfy, in full, all such claims, the unaccepted Shares shall be distributed amongst the members making such claims as nearly as may be in proportion to the aggregate nominal value of the Shares held by each of them. Subject to the foregoing, the Directors may dispose of any unaccepted Shares as they think fit.

4.2 In the event of any difficulty arising by reason of an offer of Shares involving fractions, the Directors may settle the same as they think expedient and, in particular, they may:-

- (a) ignore fractions altogether; or
- (b) dispose of the Shares represented by such fractions as they think fit and distribute any net proceeds thereof among the members entitled to the same, rateably in accordance with the rights of such members to the Shares concerned.

4.3 Pursuant to section 91(1) of the Act, the application to the Company of sections 89(1) and 90(1) to (6) inclusive of the Act shall be excluded.

#### TRUSTS

5. The Company shall not be bound to recognise but shall be entitled to recognise, in such manner and to such extent as it may think fit, any trusts in respect of any Shares. Notwithstanding any such recognition, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any Shares and shall be entitled to recognise and give effect to the acts and deeds of the holders of such Shares as if they were the absolute owners thereof.

#### TRANSFER OF SHARES

6. Except for a transfer pursuant to article 7.1, the Directors may, in their absolute discretion and without assigning any reason therefor, refuse to

register any transfer of any Share and the right to transfer a Share is restricted accordingly.

7.1.1 Any member may, at any time, transfer (or, by will, bequeath or otherwise dispose of on death) all or any Shares held by him (other than Shares acquired by him pursuant to this article 7.1.1 and any Shares acquired by him in connection with such Shares (whether directly or indirectly)) to:-

- (a) a Privileged Relation; or
- (b) trustees to be held upon a Family Trust.

7.1.2 Where Shares are held by trustees upon a Family Trust pursuant to article 7.1.1:-

- (a) on any change of trustees, those Shares may be transferred to the new trustees of that Family Trust;
- (b) those Shares may be transferred at any time to:-
  - (i) the Settlor; and/or
  - (ii) any person to whom, under article 7.1.1, the same could have been transferred by the Settlor if he had remained the holder thereof; and
- (c) if any Shares cease to be held upon a Family Trust (otherwise than as a consequence of a transfer authorised by article 7.1.2(b)), the trustees shall, forthwith, serve a Transfer Notice in respect of those Shares.

7.2.1 If a member or other person entitled to Shares wishes to transfer all or any of his Shares (other than pursuant to article 7.1), he shall serve a written notice on the Company (which notice shall not be revocable except with the agreement of the Company) stating the number of Shares to be transferred. Such notice shall constitute the Company his agent for the sale of such Shares to any person (including, for the avoidance of doubt, the Company) at the Fair Value.

7.2.2 With a view to finding a purchaser for the Shares comprised in a Transfer Notice, the Company shall, firstly, offer such Shares at the Fair Value to the members then holding the remaining Shares (other than any Shares which, at the date of such offer, are subject to another Transfer Notice and any Shares which, at that date, are held by the Proposing Transfer concerned) as nearly as may be in proportion to the aggregate nominal value of their respective holdings of such Shares. Such offer shall:-

- (a) specify the number of Shares which the member concerned is entitled to purchase;
- (b) notify that member that, if he wishes to purchase Shares in excess of his proportion, he should, in his reply, state how many additional Shares he wishes to purchase at the Fair Value; and
- (c) limit the time (being not less than fourteen days from the date of the offer) within which such offer, if not accepted in whole or in part, shall be deemed to be declined.

If all such members do not accept their proportions in full, the unaccepted Shares shall be used for satisfying any claims for additional Shares. If there shall be insufficient unaccepted Shares to satisfy, in full, all such claims, the unaccepted Shares shall be distributed amongst the members making such claims as nearly as may be in proportion to the aggregate nominal value of the Shares held by each of them.

7.2.3 The Company shall make such arrangements as regards the finding of a purchaser - including the Company - for any Shares not accepted or claimed in terms of article 7.2.2 as it shall think just and reasonable, save that the price payable therefor shall not be less than the Fair Value.

7.2.4 If, pursuant to article 7.2.2 and/or 7.2.3, the Company finds any person willing to purchase any or all of the Shares comprised in a Transfer Notice and/or is, *itself, willing to purchase any or all of them and, in either case, gives notice in writing thereof to the Proposing Transferor within ninety days after the Valuation Date*, the Proposing Transferor shall be bound to complete the transfer of such Shares to the purchaser within seven days following whichever is the latest of:-

- (a) the date on which the Company so notifies him;
- (b) the date on which he is presented with stock transfer forms in respect of the Shares being purchased; and
- (c) if the purchaser is the Company, the date upon which the Company complies, in full, with all applicable statutory requirements;

and the purchaser concerned shall be bound to complete the purchase within that seven day period.

7.2.5 If the Proposing Transferor makes default in transferring any Shares to a purchaser thereof in accordance with article 7.2.4, the Directors shall be entitled to nominate one of their number to receive the purchase money, to



execute a transfer on behalf of the Proposing Transferor, to cause the name of the purchaser to be entered in the register of members as the holder of the Shares and to do any other act or thing or execute any other document required to effect the purchase of the Shares and the Company shall be entitled to hold the purchase money in trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to a purchaser and, after the purchaser's name has been entered in the register of members in respect of the Shares in question and/or, in the case of a purchase by the Company, after any of the Shares have been cancelled, the validity of the proceedings shall not be questioned by any person.

7.2.6 If:-

- (a) the Company fails to find a purchaser for all of the Shares comprised in a Transfer Notice and/or fails, for any reason, to give written notice to the Proposing Transferor in terms of article 7.2.4; and/or
- (b) a purchaser fails to complete his purchase (otherwise than as a consequence of a failure on the part of the Proposing Transferor) within the period of seven days referred to in article 7.2.4;

the Proposing Transferor shall, at any time within ninety days thereafter, be entitled to:-

- (i) dispose of the Shares which are not so purchased but at a price no less than the Fair Value; or
- (ii) if the Transfer Notice given by the Proposing Transferor relates to all the Shares held by him, require that the Company be wound up forthwith.

*In the event of the Proposing Transferor being entitled to do so and exercising his rights under (ii) above, he shall, within the said period of ninety days, give notice in writing to the Company requiring that the Company be wound up forthwith and, upon receipt by the Company of such notice, each Director and/or member shall be bound to exercise all rights competent to him to this end.*

- 7.3 A Leaving Member and any Associated Transferee (or the personal representatives of the Leaving Member or any Associated Transferee, as the case may be) shall, for all purposes under these articles, be deemed, on the date on which the Leaving Member ceased, for whatever cause, to be a Director and/or employee of the Company, to have served a Transfer Notice

on the Company in respect of all Shares registered in the name of and/or beneficially owned by the Leaving Member and the Associated Transferee, respectively and, without prejudice to the foregoing generality, the provisions of article 7.2 shall apply, mutatis mutandis, to any such Transfer Notice.

- 7.4 If any person is registered as the holder of a Share pursuant to regulation 30 of Table A (whether as the personal representative of a deceased member or as the trustee in sequestration of a bankrupt member), he shall, for all purposes under these articles, be deemed to have served a Transfer Notice on the Company in respect of that Share on the fifth day following service on him of a written notice to that effect issued by the Directors and, without prejudice to the foregoing generality, the provisions of clause 7.2 shall apply, mutatis mutandis, to any such Transfer Notice.

#### DIRECTORS

8. The minimum number of Directors shall be one. There shall be no maximum number of Directors.
9. A Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and shall be taken into account in determining whether a quorum is present at the meeting at which such contract or arrangement is under consideration.
10. All or any of the Directors may participate in a meeting of the Directors by means of a conference telephone or any other communication equipment which allows all of those participating in the meeting to hear each other. A Director so participating shall be deemed to be present, in person, at the meeting and, accordingly, shall be entitled to vote and shall be taken into account in determining whether a quorum is present. 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 is at the time of the meeting.

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property and uncalled capital (or any part thereof) and, 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.

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Name and Address of Subscriber

---

MacRoberts Corporate Services Limited  
152 Bath Street  
Glasgow G2 4TB

  
.....  
(Authorised Signatory)

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Dated the 28th day of April 2000.

WITNESS to the above signature:-

Joyce Ireland  
Company Secretarial Assistant  
27 Melville Street  
Edinburgh EH3 7JF



PEAPOD SOLUTIONS LTD.

100  
/2

10

Please complete in typescript,  
or in bold black capitals.

CHFP004

Notes on completion appear on final page

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

206930

**Company Name in full**

MACROCOM (602) LIMITED

**Proposed Registered Office**

27 MELVILLE STREET

(PO Box numbers only, are not acceptable)

Post town

EDINBURGH

County / Region

Postcode

EH3 7JF

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

MACROBERTS SOLICITORS

Address

27 MELVILLE STREET

Post town

EDINBURGH

County / Region

Postcode

EH3 7JF

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.

MACROBERTS SOLICITORS

27 MELVILLE STREET

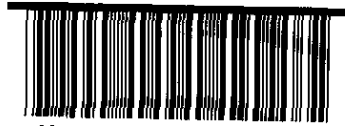
EDINBURGH

EH3 7JF

DX number 207

DX exchange

EDINBURGH-1



SCT S5QDJQ5E 1008  
COMPANIES HOUSE 02/05/00

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**  
Peapod Solutions Ltd.

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

Company name

MACROCOM (602) LIMITED

**NAME** \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

MACROBERTS (FIRM)

Previous forename(s)

Previous surname(s)

**Address**

152 BATH STREET

**Usual residential address**

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

Post town

GLASGOW

County / Region

Postcode

G2 4TB

Country

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

**Consent signature****Date**

28/04/00

**Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME** \*Style / Title

\*Honours etc

Forename(s)

Surname

MACROBERTS CORPORATE SERVICES LIMITED

Previous forename(s)

Previous surname(s)

**Address**

152 BATH STREET

**Usual residential address**

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

Post town

GLASGOW

County / Region

Postcode

G2 4TB

Country

Day Month Year

**Date of birth****Nationality****Business occupation****Other directorships**

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

**Consent signature**Alan Kelly  
(authorised signatory)**Date**

28/04/00

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	*Style / Title	<input type="text"/>	*Honours etc	<input type="text"/>
	Forename(s)	<input type="text"/>		
	Surname	<input type="text"/>		
	Previous forename(s)	<input type="text"/>		
	Previous surname(s)	<input type="text"/>		
<b>Address</b>				
<i>Usual residential address</i>				
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"/>		
	Date of birth	Day <input type="text"/>	Month <input type="text"/>	Year <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**

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

## 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 directorships:

- 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.