

FESTIVALS EDINBURGH LIMITED ("the Company")

Company number SC331673

Companies Act 2006 ("**the Act**")

Written Record of Members' Written Resolutions

Circulation Date: 4th January 2011

On the 1st day of February 2011, the following RESOLUTION IN WRITING (such Resolution to have effect as a Special Resolution, as indicated) was duly passed by the members of the Company entitled to attend and vote at a general meeting of the Company:

SPECIAL RESOLUTION

Adoption of New Constitution

THAT the existing Memorandum and Articles of Association of the Company (including, for the avoidance of doubt, any provisions of the Memorandum of Association of the Company which are deemed to form part of the Company's Articles of Association pursuant to the Companies Act 2006) be deleted in their entirety and the Memorandum and Articles of Association annexed as relative hereto be adopted as the Memorandum and Articles of Association of the Company in substitution therefor.

COMPANY SECRETARY
FOR AND ON BEHALF OF
FESTIVALS EDINBURGH LIMITED

February 2011

THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM

of

ASSOCIATION

of

FESTIVALS EDINBURGH LIMITED

Date of Incorporation: 1st October 2007

As amended by Special Resolution passed on 1st February 2011

2010

RMF.SHG.F10151.1001

FAS NO 7646



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THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
of
FESTIVALS EDINBURGH LIMITED

Date of Incorporation: 1st October 2007

As amended by Special Resolution passed on 1st February 2011

We, the subscribers to this Memorandum, wish to be formed into a company, pursuant to this Memorandum.

NAMES and ADDRESSES of SUBSCRIBERS

David Ness Dunsire
Solicitor
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH2 4 NE

Donald Granger Brash
Solicitor
Edinburgh Quay,
133 Fountainbridge
Edinburgh
EH2 4 NE

Dated: 1 October 2007

Witness:

Lynne Anderson
Edinburgh Quay,
133 Fountainbridge
Edinburgh EH3 9AG

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

FESTIVALS EDINBURGH LIMITED

Date of Incorporation: 1st October 2007

As amended by Special Resolution passed on 1st February 2011

INTERPRETATION

1 In these Articles:-

“Act”	shall mean the Companies Acts as defined in section 2 of the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
“Additional Member”	shall mean collectively or singly such additional bodies, institutions, corporations, companies, associations, public or government authorities (local or national) as may appointed as Members of the Company subsequent to the appointment of the Founder Members;
“Affiliate Member”	shall mean unless the context admits or requires otherwise an affiliate member of the Company;
“Article”	shall mean one of the numbered provisions of the articles of association of the Company;
“the Articles”	shall mean two or more of the numbered provisions of the articles of association of the Company or as the context so requires, the entire provisions of the articles of association from time to time in force;
“Board”	shall mean the board of directors of the Company;
“Clear Days”	shall mean, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given but including the day for which it is given or on which it is to take effect;
“Communication”	shall mean have the same meaning given to that term in section 15 of the Electronic

	Communications Act 2000;
“the Company”	shall mean the company formed by the Memorandum and regulated by these Articles, being FESTIVALS EDINBURGH LIMITED;
“the Directors” or “the Board”	shall mean the directors of the Company for the time being and “Director” shall mean one of them;
“Electronic Address”	shall mean any number or address used for the purpose of an Electronic Communication;
“Electronic Communication”	shall have the meaning given to the term in section 15 of the Electronic Communications Act 2000;
“Founder Member”	shall mean collectively or singly as the context so admits;
	a) Edinburgh International Festival Society (Company No SC024766) having its Registered Office at The Hub, Castlehill, Edinburgh EH1 2NE
	b) The Royal Edinburgh Military Tattoo Limited (Company No SC128255) having its Registered Office at 32 Market Street, Edinburgh EH1 1QB,
	c) The Edinburgh International Film Festival Limited (Company No SC132453) having its Registered Office at 88 Lothian Road, Edinburgh EH3 9BZ,
	d) Festival Fringe Society Limited (Company No SC046605) having its Registered Office at 16 Hill Street, Edinburgh EH2 3LD,
	e) Edinburgh International Jazz and Blues Festival Limited (Company No SC112437) having its Registered Office at Edinburgh Quay, 133 Fountainbridge, Edinburgh EH3 9AG,
	f) Edinburgh International Science Festival Limited, (Company No. SC106331) having its Registered Office at Suite 1, Mitchell House, 5 Mitchell Street, Edinburgh EH6 7BD,
	g) The Edinburgh International Book Festival Limited (Company No. SC079939) having its Registered Office at 5a Charlotte Square, Edinburgh EH2 4DR,
	h) The Edinburgh Mela Limited (Company No. SC157790) having its Registered Office at North Edinburgh Arts Centre, 15A Pennywell Court, Edinburgh EH4 4TZ,
	i) Imagineate (Company No. SC115855) having its Registered Office at 45A George Street, Edinburgh EH2 2HT,

j) Edinburgh Art Festival (Company No. SC314596) having its Registered Office at McFadden Associates, 19 Rutland Square, Edinburgh EH1 2BB

k) Edinburgh's Hogmanay Project as currently managed by The City of Edinburgh Council, City Chambers, High Street, Edinburgh, EH1 1YJ, and

l) The Scottish Storytelling Forum (Scottish Charity No SC 020891) , 43-45 High Street, Edinburgh EH1 1SR

"Member "	shall mean (unless the context admits or otherwise requires) a member of the Company being a Founder Member or Additional Member;
"the Memorandum"	shall mean the Memorandum of Association of the Company;
"Office"	shall mean the registered office of the Company from time to time;
"Principal Objects"	shall mean the principal objects for which the Company is established as set out in Article 7;
"Secretary"	shall mean the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
"United Kingdom"	shall mean Great Britain and Northern Ireland; and
"Working Day"	Shall have the meaning given to that term in section 1173 of the Companies Act 2006.

2 In these Articles, unless inconsistent with the subject or context:

- 2.1 the expression "**execute**" and other such cognate expressions include any valid mode of execution;
- 2.2 the expression "**in writing**" means written, printed, typewritten or lithographed, or others and other modes of representing or reproducing words in a visible form;
- 2.3 words importing the singular number only shall include the plural number, and *vice versa*;
- 2.4 words importing the masculine gender only shall include the feminine gender;
- 2.5 words importing persons shall include corporations;
- 2.6 subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Hospice shall bear the same meanings in these Articles; and

- 2.7 any reference to any statute or statutory provision shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same (save to the extent that any amendment, extension, consolidation or replacement would impose more onerous obligations on any party than otherwise exist at the date hereof) and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 3 The name of the Company is "**FESTIVALS EDINBURGH LIMITED**"
- 4 The Office of the Company will be situated in Scotland.
- 5 The liability of the members is limited.
- 6 Every Member undertakes to contribute such amount as may be required (not exceeding £1.00) to the assets of the Company in the event of its being wound up during the time that he is a member, or within one year afterwards for the payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves.

OBJECTS

- 7 The Company's objects for which the Company is established are as follows:-
- 7.1 To support, promote, foster, improve and advance the strategic growth and development of arts, heritage, cultural and/or science festivals in Edinburgh and to develop, manage, organise, produce and deliver projects in pursuance of same as are conducive to the promotion of the objects of the Company;
- 7.2 To support, promote, foster, improve and advance the joint marketing and audience development of arts, heritage, cultural and/or science festivals in Edinburgh and develop, manage, organise, produce and deliver projects in pursuance of same in order to facilitate the ability of such festivals to engage with a wider national and international audience;
- 7.3 To support, promote, foster, improve and advance the programme development of arts, heritage, cultural and/or science festivals in Edinburgh and to undertake fundraising projects to support collaborative projects and joint initiatives designed to increase the quality, range and scale of the artistic and educational work produced by such festivals available to a national and international audience; and
- 7.4 To support, represent, promote, foster, improve, advance and develop the contribution of the arts, heritage, cultural and/or science festivals in Edinburgh, to the social, cultural and economic wellbeing of Edinburgh's residents and the people of Scotland and to strengthen such festivals' contribution to the national and international cultural sector within city, regional, national and international fora.
- 8 In furtherance of the Principal Objects, the Company shall have the power:-
- 8.1 To stimulate, promote, foster and advance commercial enterprise and other entrepreneurial activity, trade and business undertakings of all kinds as are conducive to the promotion of the Principal Objects;
- 8.2 To establish and assist the regional, national and international exchange of ideas and information in relation to the performing and visual arts and science

education, to disseminate the useful products thereof and establish and maintain such local, national and international links with other bodies, institutions and companies as may assist in the achievement of the foregoing;

- 8.3 To provide teaching, instruction, advice, and other assistance in connection with the objects provided in these Articles and in particular commission, provide or otherwise encourage professional training in all aspects of programming, leadership, marketing, fundraising, education, accessibility and health and safety;
- 8.4 To promote, create, co-ordinate, present, organise, manage, produce, administrate such events, presentations, projects, courses, conferences, exhibitions, displays, meetings, lectures, educational programmes, classes and seminars as are conducive to the promotion of the Principal Objects;
- 8.5 To provide, promote, encourage or undertake organised research, surveys, investigations and experimental work in connection with the objects of the Company and to publish the results of same for the benefit of the general public;
- 8.6 To enter into agreements and engagements with actors, authors, artists, singers, composers, musicians, dancers, entertainers, directors, producers, designers, technicians, lecturers, teachers, writers, scientists and other such persons and advisers by salary or fees or on a voluntary basis;
- 8.7 To enter into agreements with broadcasters, recording and video recording companies, sponsors, funding bodies, professional organisations and such other companies, associations and societies, to provide goods and/or services in connection with the Company's activities;
- 8.8 Subject to Article 9 hereof to employ and pay such accountants, architects, surveyors, solicitors and other professional persons, advisers, workmen and other staff as are necessary for the furtherance of the Principal Objects;
- 8.9 To take lease on, theatres, concert halls, cinemas, lecture theatres, exhibition halls, studios, and all other premises suitable for the Company's presentations and/or workshops and to enter into all necessary agreements for this purpose;
- 8.10 To design, compile, prepare, produce, print, publish, issue, circulate or otherwise disseminate, gratuitously or otherwise, papers, catalogues, reports, magazines and periodicals, books, pamphlets, circulars, brochures, promotional literature, leaflets, flyers, posters and other material whether as printed matter or in any form by electronic, computerised or any other means now known or hereafter invented by which the text or image may be stored, preserved, entered, displayed, transmitted, communicated or disclosed;
- 8.11 To prepare, produce, programme, exhibit, distribute and deal in any way with all forms of electronic image processing, computer software, computer graphics and animation, multimedia applications and such other applications as may be accessed by an electronic delivery service or by any means of electronic or data transmission and to set up, operate and manage any network of communication between users of whatever nature of interactive multimedia via existing communications networks or otherwise;
- 8.12 To purchase, take on lease or in exchange, hire or otherwise acquire and hold any heritable or moveable, real or personal property, and to maintain and alter any of the same as are necessary for any of the Principal Objects and (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such heritable or moveable, real or

personal property, and to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of its property or assets whether present or future;

- 8.13 To subscribe for, either absolutely or conditionally, or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.
- 8.14 Subject to such consents as may be required by law, to sell, let, grant heritable security, charge, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its Principal Objects;
- 8.15 To assist any person, body or bodies financially or otherwise in the furtherance of the above purposes or any of them;
- 8.16 To borrow or raise money for the Principal Objects on such terms and (with such consents as are required by law) on such security as may be thought fit and to issue any debentures or debenture stock, whether perpetual, irredeemable or otherwise;
- 8.17 To retain all or part of the monies of the Company not immediately required for its Principal Objects in money or liquid form and to invest the same in interest bearing accounts or deposits; to invest the monies of the Company not immediately required for its Principal Objects in or upon such other investments and such securities or properties as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 8.18 To apply for, register, purchase or otherwise acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patent, design, trade mark, licence, concession and the like, conferring an exclusive or non-exclusive or limited right of user or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences or privileges in respect of, or otherwise turn to account, any rights and information so acquired;
- 8.19 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 8.20 To enter into any arrangement with any institution, corporation, company, association, firm or person or with any government or public authority or body that may seem conducive to the attainment of the Principal Objects or any of them, and to obtain from any such government or public authority or body, any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, warrants, rights, privileges and concessions;
- 8.21 To insure and arrange insurance cover for all risks, liabilities and contingencies in respect of the Company's activities and without limitation to arrange such cover to indemnify the Company's officers, employees and voluntary workers from and against all risks incurred while engaged in activities on behalf of or under the control of the Company and against the cost of a successful defence to a criminal prosecution brought against an officer or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the

officer concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

- 8.22 Subject to the provisions of Article 9 hereof, to establish and support pension and superannuation schemes for the benefit of persons employed by the Company and to grant pensions or retiring allowances to persons who have been employed by the Company or to their dependants;
- 8.23 To transfer all or any part of the undertaking, assets and liabilities of the Company to, or to take over, federate or amalgamate with, or to affiliate or become affiliated to, any other institution, company or association having purposes similar in whole or in part to those of the Company provided that any such institution, company or association is prohibited from the payment of dividend, bonus or profit to its members at least to as great an extent as such payment is prohibited to members of the Company and further provided that this Article shall not authorise anything which shall prevent the Company from properly and usefully carrying out its functions as contemplated by these Articles;
- 8.24 To form any subsidiary to further or assist in carrying out the Principal Objects, whether directly or indirectly;
- 8.25 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and/or any subsidiary company formed to further or to assist in carrying out the Principal Objects;
- 8.26 To undertake and execute any charitable trusts which may be lawfully undertaken by the Company;
- 8.27 To apply for, promote and obtain any Private Act of Parliament, private act of the Scottish Parliament, provisional order, royal charter or licence or any authority calculated directly or indirectly to promote the Company's interest and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest;
- 8.28 To co-operate with, and enter into arrangements with, authorities, national, local or otherwise;
- 8.29 To procure that the Company be registered in any country or place;
- 8.30 To establish where necessary local branches;
- 8.31 To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise; and
- 8.32 To do all such other things as may be incidental or conducive to the Principal Objects or any of them **PROVIDED THAT:**
 - 8.32.1 in case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts;
 - 8.32.2 the Principal Objects shall not extend to the regulation of relations between workers and employees or organisations or workers and organisations of employers;

- 9 The income and property of the Company shall be applied solely towards the promotion of the Principal Objects, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit to the members of the Company **PROVIDED THAT** nothing herein shall prevent any payment in good faith by the Company:
- 9.1 of reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company, or any Director of the Company who is employed by the Company in any capacity, or being a person engaged in any profession, of all usual professional or other charges for work done by him or his firm when instructed by his co-directors so to act in that capacity on behalf of the Company;
 - 9.2 of interest on money lent by any member of the Company or its Directors at a rate per annum not exceeding Two per centum less than base lending rate for the time being prescribed by the Bank of Scotland or Three per centum whichever is the greater;
 - 9.3 of reasonable and proper rent for premises let by any Member or Director;
 - 9.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Director may also be a member holding not more than a one-hundredth part of the capital thereof;
 - 9.5 to any Director of "out of pocket" expenses; and
 - 9.6 any other payment which in the opinion of the Board is required for the furtherance of the commercial objects of the Company.

MEMBERS

- 10 The subscribers to the Memorandum of Association of the Company, the Founder Members and such Additional Members as are admitted to membership in accordance with the Articles shall be Members of the Company. No person shall be admitted as a Member of the Company unless he is approved for membership by a resolution of the Members passed by four-fifths of the votes cast upon such resolution at a meeting specially convened to consider such resolution.
- 11 Any person who desires to be admitted to membership of the Company must sign or have signed on his behalf and deliver to the Company an application for admission framed in such terms as the Company may require and shall so consent in writing to be a Member, undertake to comply with any conditions imposed on such member as contained in such application, and to subscribe such sum as the Company in General Meeting may from time to time upon the recommendation of the Directors determine, to the general funds of the Company. The Members shall have full discretion as to the admission and non-admission of any person to membership and shall not be bound to assign any reason for the non-admission of any person to such membership.
- 12 A Member shall cease to be a Member of the Company in any of the following circumstances:-
- 12.1 if by giving at least seven Clear Days' notice lodged at the Office he resigns from membership; or
 - 12.2 if he is removed from membership by a resolution of the Members passed by four-fifths of the votes cast upon such resolution at a meeting

- 12.2 specially convened to consider such resolution of which he shall have been given a reasonable opportunity of attending and being heard; or
- 12.3 being a firm, the estates of the firm or of any of the partners are sequestrated or the firm suspends or compounds with its creditors; or
- 12.4 If, being a corporation, it goes into liquidation; or
- 12.5 failure by such Member to make payment of any sums lawfully due by such Member to the Company within three months of the due date; or
- 12.6 failure by such Member to renew any annual subscription within two months of the date on which such renewal becomes due; and
- 13 The rights of a Member shall be personal and membership shall not be transferable and shall cease on death.

PATRONS

- 14 The Board may from time to time invite any person or persons (ex officio or otherwise) whose patronage would in the opinion of the Board confer a benefit upon the Company to become a patron of the Company. Any person who accepts the position of patron shall hold that position until he relinquishes it by written notice to the Company, or until the Board decide by resolution to terminate his appointment. A patron shall not be a Member of the Company and shall have none of the responsibilities or powers of a Director, but the Company shall have the right to announce that it is under patronage in any letters, brochures, announcements and other like publications.

AFFILIATE MEMBERS

- 15 At any time the Board shall have the power of appointing any person or persons (whether a Member or not) to be an Affiliate Member of the Company.
- 16 There shall be two categories of Affiliate Member of the Company as follows: "Affiliated Festivals" and "Affiliated Partners", namely:
- 16.1 Affiliated Festivals membership shall be open to festival and/or event management corporate or unincorporated bodies, not meeting full membership eligibility criteria, but actively engaged in producing a festival or event (community based or otherwise) in Edinburgh and/or in its environs;
- 16.2 Affiliated Partners membership shall be open to corporate or unincorporated bodies, which actively support or sponsor the objectives of the Company, not meeting full or Affiliated Festival membership status and which seek to benefit from a commercial relationship with the Members;
- 16.3 No person shall be admitted as an Affiliate Member of the Company unless he is approved by the Board. Every person who wishes to become an Affiliate Member shall deliver to the Company an application for such membership executed by him in such form as the Board require. The Board shall by ordinary resolution determine from time to time the conditions of membership of Affiliate Members. Admission as an Affiliate Member of the Company shall bind such person to comply with the said conditions as resolved aforesaid. Affiliate membership of the Company

shall not entitle the Affiliate Member to voting rights in the Company. The rights of an Affiliate Member shall be personal and such membership shall not be transferable;

- 16.4 An Affiliate Member may withdraw from the Company by notice in writing to the Secretary. Failing agreement otherwise by the Board, such notice shall take effect one month after the date of its receipt by the Secretary;
- 16.5 Affiliate membership of the Company shall cease forthwith in respect of an Affiliate Member if the Board resolve by a simple majority, that it is in the best interests of the Company that such Affiliate membership shall be terminated and they shall not be obliged to assign their reasons for such resolution. The membership of any Affiliate Member of the Company shall be automatically terminated by failure to renew any annual subscription within one month of the date on which such renewal becomes due;
- 16.6 No Affiliate Member of the Company shall take part in the management of the Company, nor shall they be liable on a winding-up of the Company.

GENERAL MEETINGS

- 17 The Board may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act.

NOTICE OF GENERAL MEETINGS

- 18 General meetings shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights at the meeting of all the Members.

The notice shall specify the time and place of the meeting, and in the case of special business only the general nature of the business to be transacted. The notice shall be given to all the Members and to the Directors and auditors.

- 19 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 20 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be a simple majority of the persons who at the commencement of the meeting are Members, and are entitled to vote upon the business to be transacted, each person being present in person, by proxy or (in the case of a Member who is a corporation) by duly authorised representative..
- 21 If such a quorum is not present within thirty minutes of the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within thirty minutes of the time appointed therefor the members present shall be a quorum.

- 22 The chairman, if any, of the Board or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting but if neither the chairman nor such other Director (if any) be present within ten minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.
- 23 If no Director is willing to act as chairman, or if no Director is present within ten minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
- 24 A Director shall be entitled to attend and speak at any general meetings.
- 25 The chairman of a meeting may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn business from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 26 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
- 26.1 by the chairman of the meeting; or
- 26.2 by at least two Members having the right to vote at the meeting; or
- 26.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting;
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member.
- 27 Unless a poll is duly demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 28 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 29 A poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 30 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
- 31 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 32 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days notice shall be given specifying the time and place at which the poll is to be taken.

VOTES OF MEMBERS

- 33 On a show of hands every Member who (being an individual) is present in person or by proxy or (being a firm or corporation) is present by a duly authorised representative, or by proxy unless the proxy (in either case) or the representative is himself a Member entitled to vote, shall have one vote and on a poll every Member present in person by a duly authorised representative or by proxy shall have one vote.
- 34 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised to act on his behalf by appointment of such court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be delivered to the Company at the Office, or at such other place as is specified in accordance with these Articles for the delivery of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable. In calculating the said period of 48 hours, no account shall be taken of any part of a day that is not a Working Day.
- 35 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 36 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):-

“FESTIVALS EDINBURGH LIMITED”

I/We, _____, of
being a Member/Members of the above named company, hereby appoint

.....of
 , or failing him
 of
 as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the company to be held on
 [] and at any adjournment thereof.
 Signed on [] ."

37 Where it is desired to afford the Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve) :-

FESTIVALS EDINBURGH LIMITED"

I/W
 ,of.....
 being a Member/Members of the above named company, hereby appoint
 of or failing him ,
 of as my/our
 proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the company to be held on [] and at any adjournment thereof.
 This form is to be used in respect of the resolutions mentioned below as follows:

Resolution	No.	1	*	for	*	against
Resolution	No.	2	*	for	*	against
*Strike	out	whichever	is	not	desired	

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on [] ."

38 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board shall:-

38.1 in the case of an instrument in writing, be delivered to the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

38.2 in the case of an appointment contained in an Electronic Communication, where an Electronic Address has been specified for the purpose of receiving electronic communications:-

38.2.1 in the notice convening the meeting, or

38.2.2 in any instrument of proxy sent out by the Company in relation to the meeting; or

- 38.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting;
- 38.3 be sent to and received at such Electronic Address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- 38.4 in the case of a poll taken more than 48 hours after it was demanded be delivered or sent and received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- 38.5 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman of the meeting or to the Secretary or to any Director

and an instrument appointing a proxy which is not delivered or sent and received in a manner so permitted shall be invalid. In calculating the periods mentioned in this Article no account shall be taken of any part of the day that is not a Working Day.

In this regulation and the next, "address", in relation to electronic communications includes any number or address used for the purpose of such communications.

- 39 A vote given or poll demanded by proxy or by the duly authorised representative of a firm or corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly delivered or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

DIRECTORS

- 40 Unless otherwise determined by ordinary resolution, the number of Directors shall not be subject to any maximum which shall comprise inter alios:
- 40.1 One person nominated by each Founder Member;
- 40.2 One person nominated by each Additional Member
- 41 No person shall be eligible to hold office as a Director of the Company unless at the date of his appointment to such office he is an employee or a nominated representative of a Member of the Company.

APPOINTMENT OF DIRECTORS

- 42 Each Founder Member shall, whilst such Founder Member is a Member of the Company, be entitled to appoint one person to be a Director of the Company and at any time, to remove from office any such Director so appointed and to appoint another Director in place of such Director so appointed who may resign, or otherwise vacate or be removed from office. Every appointment or removal made by the

Founder Member pursuant to this Article 42 shall be effected by a notice signed on behalf of the appropriate Founder Member and lodged at the Office or delivered to a duly constituted meeting of the Board, and shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in the notice.

- 43 Any Director appointed by a Founder Member in terms of Article 42 shall cease to be a Director of the Company immediately on such Founder Member ceasing to be a Member of the Company.
- 44 Each Additional Member shall, whilst such Additional Member is a Member of the Company, be entitled to appoint one person to be a Director of the Company and at any time, to remove from office any such Director so appointed and to appoint another Director in place of such Director so appointed who may resign, or otherwise vacate or be removed from office. Every appointment or removal made by the Additional Member pursuant to this Article 44 shall be effected by a notice signed on behalf of the appropriate Additional Member and lodged at the Office or delivered to a duly constituted meeting of the Board, and shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in the notice.
- 45 Any Director appointed by an Additional Member in terms of Article 44 shall cease to be a Director of the Company immediately on such Additional Member ceasing to be a Member of the Company.
- 46 A person nominated by a Founder Member or Additional Member shall, unless disqualified under Article 58, hold office as a Director of the Company until such time as such Founder Member or Additional Member withdraws his nomination provided however that the Board shall, if it thinks fit, be entitled to require such Founder Member or Additional Member to withdraw its nominee in which event such nominee shall cease to be a Director of the Company at such time as the Board shall determine; the Board shall in such event invite such Founder Member or Additional Member to nominate another person in lieu of the nominee who has been withdrawn.

POWERS OF DIRECTORS

- 47 Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Board by the Articles and a meeting of Board at which a quorum is present may exercise all powers exercisable by the Board.
- 48 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as the Board may determine, including authority for the agent to delegate all or any of his powers.

DELEGATION TO SUB-COMMITTEES OR TO EXECUTIVE OFFICERS

- 49 Subject to Article 54 the Board may appoint one or more sub-committees for the purpose of making any inquiry or supervising or performing any function or duty which in their opinion would be more conveniently undertaken or carried out by a sub-committee provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Board.

- 50 The Board shall determine the membership of any sub-committee provided always that a sub-committee shall include at least one Director.
- 51 The Board may delegate to any managing director or to any executive officer such powers and duties as they consider desirable or appropriate to be delegated to him provided that all actions taken by the managing director or executive officer under this provision shall be fully and promptly reported to the Board.
- 52 Any delegation of powers or duties by the Board under Articles 49 and 51 shall be subject to such terms of reference as the Board may decide and the Board shall retain the power:
- 52.1 to revoke, alter or impose limits upon any specific authority or power granted to any sub-committee under such terms; and
- 52.2 to transfer any function or responsibility of any sub-committee to another sub-committee or to their direct control at any time; and
- 52.3 to suspend or dissolve any sub-committee and to re-instate or re-convene any sub-committee at any time in the same or different form and subject to the same or different terms of reference as they think fit.
- 53 Subject to any condition imposed in pursuance of Article 48, the proceedings of a sub-committee shall be governed by the Articles regulating the proceedings of meetings of the Board insofar as they are capable of applying.
- 54 Unless determined otherwise by special resolution, the following matters shall be excluded from delegation to any sub-committee or executive officer:
- 54.1 any introduction of a new policy or change in policy which is rightly or legally the responsibility of the Board or which would conflict with the declared policy of the Board or of the Company; and
- 54.2 any action or decision involving expenditure that is not in accordance with the financial regulations of the Company.
- 55 All contracts with third parties in connection with the discharge of the functions of a sub-committee shall be entered into by the Chairman of the sub-committee or, in his absence, by some other Director. No other member of a sub-committee shall contract or hold herself or himself out as contracting on behalf of the Company.
- 56 All acts done by a sub-committee shall be valid, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any member of the sub-committee or that any member of the sub-committee was not qualified to act as such.
- 57 A resolution in writing signed by all the members of a sub-committee shall be as valid and effectual as if it had been passed at a meeting of the sub-committee duly convened and held. Such a resolution may consist of several documents in the same form each signed by (one or more members of the sub-committee).

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 58 The office of a Director shall be vacated if:-
- 58.1 he, being a Director nominated by a Founder Member or Additional Member, ceases to be so nominated or his appointment is revoked by

- such Member, or the Founder Member or Additional Member he is representing ceases to be a Member of the Company; or
- 58.2 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- 58.3 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 58.4 he is, or may be, suffering from mental disorder and either:
- 58.4.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Care & Treatment) (Scotland) Act 2003, or
- 58.4.2 an order is made by a court or mental health tribunal having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 58.5 he resigns office by notice to the Company, or
- 58.6 he is convicted of an offence which is likely to bring the Company into disrepute, or
- 58.7 he shall for more than six consecutive months have been absent without permission of the Board from meetings of Board held during that period and the Directors resolve that his office be vacated, or
- 59 The Company may by ordinary resolution of which special notice has been given in accordance with Section 312 of the Companies Act 2006 remove any director from office notwithstanding anything in these Articles or any agreement between the Company and such Director.

DIRECTORS' EXPENSES

- 60 The Directors may be paid, at the discretion of the Board of Directors, all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or general meetings or otherwise in connection with the discharge of their duties

DIRECTORS TO ACT IN A PERSONAL CAPACITY

- 61 There shall be no provision for the appointment of alternate Directors and no Director shall have the right to be represented at a meeting of the Board or at any committee of which he is a member by any other person or to request another Director or person to cast a vote on his behalf.

DIRECTORS' APPOINTMENTS AND INTERESTS

- 62 A Director shall avoid any situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company **PROVIDED THAT** the Board may authorise, in accordance with the provisions of the Act, any matter proposed to them by any Director which would, if not authorised, involve a Director breaching the foregoing duty to avoid conflicts of interest

- 63 Subject to the preceding Article and to provisions of the Act, provided that he has disclosed to the Board the nature and extent of any material interest of his, a director notwithstanding his office:
- 63.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company or in which the company is otherwise interested;
 - 63.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and
 - 63.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 64 For the purposes of Article 62 and 63:
- 64.1 a general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - 64.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

CHAIRMAN

- 65 The Directors may appoint at a duly constituted meeting of the Board of Directors one of their number to be the chairman of the Board and may at any time remove him from that office. Subject to earlier removal, the chairman shall hold office for a maximum period of twelve months from the date of his appointment and shall then retire.
- 66 A chairman whose term of office expires under Article 65 may be re-appointed to such office, subject to the limit of three consecutive terms of office he may hold, provided that he is willing to act and continues to be a Director.
- 67 The appointment of chairman shall terminate if he ceases, for whatever reason, to be a Director or if he resigns from such office by written notice to the Board or if he is removed from such executive office for whatever reason by resolution of the Board.
- 68 In the event that the appointment of a Director to the office of chairman terminates under Article 67 or a vacancy arises virtue of Articles 65 or 66 the Directors shall, at a meeting held as soon as reasonably practicable after such termination or retiral, appoint another of their number to hold such office in his place, unless the Board may, at their discretion, resolve not to appoint a replacement.

PROCEEDINGS OF DIRECTORS

- 69 Subject to the provisions of the Articles, the Board may regulate their proceedings as they think fit. A Director may, and the Secretary, at the request of a Director shall, call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.
- 70 A meeting of the Directors or any committee thereof may, subject to notice thereof having been given in accordance with these Articles, be for all purposes deemed to be held when Directors are in simultaneous Communication with each other by telephone or by any means of audio-visual Communication, if all the Directors agree to treat the meeting as so held and the number of Directors participating in such Communication constitutes the quorum of Directors which would otherwise be required by these Articles to be present at the meeting. Such 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 and the word 'meeting' shall be construed accordingly.
- 71 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number, shall be not less than one third of all the persons who at the commencement of such transaction are Directors...
- 72 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 73 Unless he is unwilling to do so, the chairman of the Board shall preside at every meeting of the Board at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting the Directors present may appoint one of their number to be chairman of the meeting.
- 74 All acts bona fide done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 75 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
- 76 If a question arises at a meeting of the Board or of a committee of thereof as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive. If such a question arises in relation to the chairman of such a meeting the question may be decided by a majority of Directors present, the presence of the chairman not being counted in any such decision.

BOARD OF DIRECTORS: ATTENDANCE OF OBSERVERS AND ADVISORS

- 77 The Board may invite or request the attendance at any of its meetings of any person or representative of any body for the purposes of giving advice, submitting information or evidence or otherwise assisting it in the conduct of its business. The attendance of such persons shall be in a non-voting capacity at the discretion of the Board and may be for the whole or any part of any meeting or for more than one meeting.

BOARD OF DIRECTORS: ATTENDANCE OF COMPANY EMPLOYEES

- 78 The senior employee of the Company (if any) and any employee designated to take minutes shall be deemed to have a standing invitation to attend all meetings of the Board but the Directors shall have the right to request the withdrawal of employees from the whole or any part of a meeting when they considers there are reasonable grounds for so doing.
- 79 The Directors shall comply with their obligations under any recognition agreement with a trade union or other representative body of employees of the Company to which they have signed agreement with regard to the attendance of representatives from such a body or bodies at their meetings.

SECRETARY

- 80 Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Board.

MINUTES

- 81 The Board shall cause minutes to be made in books kept for the purpose:-
- 81.1 of all appointments of officers made by the Board; and
 - 81.2 of all proceedings at meetings of the Company, and of the Board and of committees of Board, including the names of the Directors present at each such meeting.

NOTICES

- 82 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Board) shall be in writing or shall be sent by Electronic Communication to the Electronic Address for the time being notified for that purpose to the person giving the notice.
- 83 The Company may give any notice to a Member in any of the following ways:
- 83.1 by delivering it to him personally, or
 - 83.2 by sending it by post in a prepaid envelope addressed to the Member at his registered address, or
 - 83.3 by leaving it at that address, or
 - 83.4 by sending it by Electronic Communications to the Electronic Address for the time being notified to the Company by the Member.

- 84 A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
- 85 A Member present, either in person or by proxy, or (in the case of a Member who is a corporation) by a duly authorised representative, at any meeting of the Company shall be deemed to have received notice of the meeting and where requisite, of the purposes for which it was called.
- 86 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an Electronic Communication, at the expiration of 48 hours after the time it was sent. In calculating the said period of 48 hours, no account shall be taken of any part of a day that is not a Working Day.

ACCOUNTS

- 87 True accounts shall be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting same that may be imposed in accordance with the Articles, shall be open to the inspection of the members.

DISSOLUTION

- 88 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be applied in one or both of the following ways:-
- 88.1 directly for the Principal Objects of the Company or other purposes within or similar to the Principal Objects;
- 88.2 by transfer to some other company, body or institution having objects similar to the Principal Objects, which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such company, body or institution to be determined by the Members at or before the time of dissolution, and
- 88.3 if and so far as effect cannot be given to this provision, then such property shall be distributed to some other body or institution..

INDEMNITY

- 89 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution or

discharge of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and no Director or other office or auditor of the Company shall be laible for any loss, damage or misfortunate which may happen to or be incurred by the Company in the execution or discharge of the duties of his office or in relation thereto.

NAMES AND ADDRESSES OF SUBSCRIBERS

.....
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Dated: 1 October 2007

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