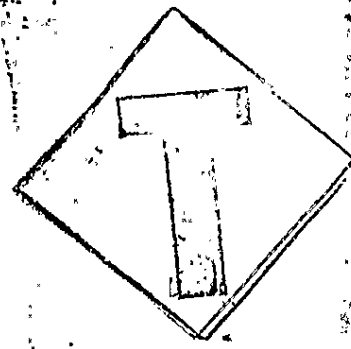


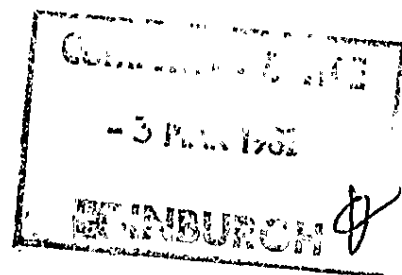
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THE COMPANIES ACT, 1948.



COMPANY LIMITED BY SHARES.

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
I. & H. BROWN (PLANT) LIMITED



No. 40891.

Certificate of Incorporation

I HEREBY CERTIFY that "I. & H. BROWN (PLANT) LIMITED" is this day incorporated under the Companies Act, 1948, and that this Company is LIMITED.

SIGNED by me at Edinburgh, this First day of September One Thousand Nine Hundred and Sixty-four.



(Sgd.) A. T. ANDERSON,
for Registrar of Companies.

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
of
I. & H. BROWN (PLANT) LIMITED

- I. The name of the Company is "I. & H. BROWN (PLANT) LIMITED".
- II. The Registered Office of the Company will be situate in Scotland.
- III. The objects for which the Company is established are:-
- (i) To carry on all or any of the businesses of hirers, proprietors, manufacturers and sellers, factors and agents for plant, machines, motor vehicles and implements of every description, gas, steam and other engines and all components thereof respectively and also contractors for public and other works, haulage contractors, carriers of goods and persons and generally selling, manufacturing, repairing, converting, altering, letting on hire, and dealing in machinery, implements, rolling stock of all descriptions, tyres, motor spirit and benzol oils, and any other business or processes incidental to or arising out of such businesses or any of them.
 - (ii) To purchase, lease, hire or otherwise acquire any heritable or moveable property and assets which the Company may think necessary or convenient for the purpose of its business.
 - (iii) To receive monies on deposit on such terms as may be arranged and to borrow or raise or secure the payment of money for the purposes of the Company in such manner and on such terms as may seem expedient.
 - (iv) To pay the costs, charges and expenses, preliminary and incidental, to the formation, establishment and registration of the Company.
 - (v) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.
 - (vi) To hold, manage, develop, improve or otherwise turn to account any lands, buildings and other property acquired or erected by the Company or in which it is interested.
 - (vii) To search for, win, work and carry away use, sell or dispose of sand-stone, coal, fireclay, shale, oil, iron, lead, clay or any other metals, minerals, and substances in or under the properties of the Company; or to grant leases thereof or other rights to any person or company for such purposes.
 - (viii) To sell feu exchange let or otherwise dispose of or transfer all or any of the property of the Company or any part or branch thereof in consideration of payment in cash or in shares or stock or in debentures or other securities of any other company.
 - (ix) /

(ix) To grant Guarantees for the indebtedness or obligation of any Company, Firm or Person and to secure the performance thereof by a charge or lien upon the whole or any part of the Company's assets including uncalled capital or in any other manner of way as the Company shall think fit.

(x) To purchase, take over, or otherwise acquire and undertake all or any part of the business; property, services and liabilities of any person or company carrying on any business which the Company is authorised to undertake or carry on and to pay for the same, wholly or partially, in cash, shares, debentures, bills or securities of the Company or in such other manner as the Company may decide.

IV. The liability of the members is limited.

V. The Share Capital of the Company is One Thousand Pounds* divided into One Thousand Ordinary Shares of One Pound each with power to issue any of the Shares in the Capital originally or increased with or subject to any preferential, special or qualified rights or conditions as regards dividends, repayment of capital, voting or otherwise.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names:-

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber.
IAN DAVID BROWN, Innergask, Perth, Perthshire. Farmer.	One
JAMES HARDIE BROWN, Innergask, Perth, Perthshire. Farmer.	One

Dated this Fifteenth day of August Nineteen hundred and Sixty-four.

Witness to the above signatures:-

CATHERINE H. HARDIE,
Typist,
46 Polwarth Terrace, Edinburgh.

* By special resolutions dated respectively 30th May 1969 and 19th January 1979, the Share Capital was increased to Fifty thousand pounds and then Two hundred and fifty thousand pounds respectively by the creation of an additional Forty-nine thousand and then Two hundred thousand new ordinary shares of £1 each to rank pari passu in all respects with the existing ordinary shares of the Company.

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.

ARTICLES OF ASSOCIATION OF

I. & H. BROWN (PLANT) LIMITED

PRELIMINARY.

1. The Company is established as a Private Company within the meaning of the Companies Act, 1948, and subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to that Act (hereinafter referred to as "Table A Part II") shall apply to the Company.

2. The Regulations of Part I of Table A set out in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A Part I"), other than regulations 5, 7, 24, 53, 75, 79, 88, 107, 109 and 136 and subject to the modifications hereinafter expressed shall be deemed to be incorporated with these Articles and shall apply to the Company.

SHARES.

3. The shares shall be at the disposal of the directors and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper subject nevertheless to Article 4 hereof and to regulation 2 of Table A Part II, and provided that no shares shall be issued at a discount except as provided by Section 57 of the Act. No share or debenture of the Company shall be issued or transferable to or held by any person or corporate body nor shall any person or corporate body be permitted to have or acquire any interest in any share or debenture of the Company in any circumstances in which the Company would by reason thereof lose its status as an exempt private company.

4. Unless otherwise determined by the Company in general meeting any original shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, be offered to the members and to any other person or persons whom the directors may consider it desirable in the interests of the Company to admit to membership. The number of shares to be offered to persons other than members shall be

determined by the directors and the remaining shares shall be offered to the members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may, subject to these articles, dispose of the same in such manner as they think most beneficial to the Company.

TRANSMISSION OF SHARES.

5. On the death, bankruptcy, insolvency or insanity of any member, the executors, representatives, trustee or lawful guardian of any such member, as the case may be, shall be bound within six months of his death, bankruptcy, insolvency or insanity to offer to the directors to sell and transfer such member's shares at their fair value, as is hereinafter defined, to such person, who may be one of the directors, as the directors may nominate. The directors shall be allowed fourteen days either to accept or reject the offer at the said fair value, and failing acceptance of said offer and payment of the price of said shares within nine months of the said death, bankruptcy, insolvency or insanity, the said executors, representatives, trustee or lawful guardian as the case may be, shall then be entitled, subject to Regulation 3 of Table A Part II, to sell and transfer said shares to any third party; but should the said executors, representatives, trustee or lawful guardian before or after the expiration of said six months refuse to offer or refrain from offering to sell and transfer said shares as aforesaid, the directors shall be entitled and shall have full power and authority to sell and dispose of the said shares as they shall think fit, and, after payment of the expenses of sale, shall hold count and reckoning and pay over to the party entitled thereto the free proceeds of said sale. In such event a transfer of such shares shall be deemed valid in every respect if signed by some person authorised by the directors and by the transferee without any consent from the holder of or party entitled to such shares.

Any member desiring to dispose of his shares shall be deemed to have made an offer to the directors to sell and transfer his shares at their said fair value, to such person who may be one of the directors, as the directors may nominate. The directors shall be allowed fourteen days either to accept or reject the said offer and failing acceptance of the said offer and payment of the price within three months of the date on which the said offer is deemed to have been made, the member shall then be entitled, subject to Regulation 3 of Table A Part II, to sell and transfer said shares to any third party. In the event of the said member refusing to transfer the said shares in the manner decided by the directors, the directors shall have the same power and authority to sell and transfer the said shares as in the case of shares of a deceased member. At the annual general meeting in each year, the Company shall by Resolution declare what is the fair value of a share, and upon any transfer pursuant to this article, the amount so declared, with the addition thereto of interest at the same rate per cent. per annum as the dividend paid upon the shares for the immediately preceding financial year of the Company, such interest being calculated as from the end of the preceding financial year to the date of the completion of such transfer (less any dividend in the meantime paid in respect of the financial year current at the date of the transfer), shall be deemed to be the fair value for the purpose of this Article.

6. Notwithstanding what is contained in Regulation 3 of Table A Part II, and in Article 5 hereof, the directors of the Company shall be bound to register any transfer made by the aftermentioned Ian David Brown and James Hardie Brown of shares belonging to them respectively or any transfer of such shares made by their respective trustees, executors or representatives in implement of any testamentary writing made by either of them provided that such transfer shall be to his wife or to any of his lineal descendants or to any member of the Company.

7. The proviso to Regulation 32 of Table A Part I shall be omitted.

PROCEEDINGS AND GENERAL MEETINGS.

8. Notwithstanding what is contained in Regulation 58 (b) of Table A Part I, a poll may be demanded by one member at any general meeting.

DIRECTORS.

9. Unless and until otherwise determined by the Company in general meeting, the number of the directors shall not be less than two nor more than five. The following shall be the first directors of the Company, namely:—

Ian David Brown, Innergask, Perth, Perthshire, and
James Hardie Brown, Innergask, Perth, Perthshire.

Notwithstanding what is contained in Regulation 89 of Table A Part I the said Ian David Brown and James Hardie Brown shall, unless disqualified under Article 13 hereof or resigning, hold office as directors so long as they are respectively shareholders in the Company, and it shall not be permissible to remove either of them by reduction of the number of directors under Regulation 94 of Table A Part I or, except in respect of misconduct, by ordinary resolution in terms of Regulation 96 of Table A Part I.

BORROWING POWERS.

10. The directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part thereof and 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.

POWERS AND DUTIES OF DIRECTORS.

11. Notwithstanding what is contained in Regulation 84 (2) of Table A Part I, a director shall be counted in the quorum present at any meeting at which a vote is taken in respect of any contract or arrangement in which such director is interested.

12. The following words contained in Regulation 86 of Table A Part I shall be omitted: — “and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose”.

DISQUALIFICATION OF DIRECTORS.

13. The office of a director shall be vacated:—

(1) If by notice in writing to the Company he resigns the office of a director.

- (2) If he ceases to be a director by virtue of Section 182 of the Act.
- (3) If he becomes bankrupt or enters into any arrangement with his creditors.
- (4) If he is prohibited from being a director by an order made under any of the provisions of Section 188 of the Act.
- (5) If he becomes of unsound mind, or if, owing to incapacity or for any other reason, he fails to attend to the business of the Company without the approval of his co-directors for a period of six months.

14. No director shall be required to vacate his office by reason of his attaining or having attained the age of seventy or any other age.

WINDING UP.

15. In the event of the winding up of the Company any director or member of the Company whether alone or jointly with any person or persons may become a purchaser of property belonging to the Company.

INDEMNITY.

16. Every director or other officer 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 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 judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Act.

Names, Addresses and Descriptions of Subscribers.

IAN DAVID BROWN,
Innergask,
Perth,
Perthshire.
Farmer.

JAMES HARDIE BROWN,
Innergask,
Perth,
Perthshire.
Farmer.

Dated this Fifteenth day of August Nineteen hundred and Sixty-four.

Witness to the above signatures:—

CATHERINE H. HARDIE,
Typist,
46 Polwarth Terrace, Edinburgh.