



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

No. 89463

i hereby certify that

QUITTE LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at Edinburgh the 29 August 1984


Registrar of Companies

THE COMPANIES ACTS 1948 TO 1980

Declaration of compliance with the requirements on application for registration of a company

41a

Please do not write in this binding margin

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

[] [] [] [] [] []

[] 89468 [] [] [] [] [] []

Name of Company

QUITTE LIMITED

I, David Flint,of 91 West George Street, Glasgowdo solemnly and sincerely declare that I am† a Solicitor engaged in the formationof* QUITTE LIMITED

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at GLASGOW

Signature of Declarant

the 14 day of AugustOne thousand nine hundred and eighty fourbefore me Ian M. Fletcher

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Presenter's name, address and reference (if any):

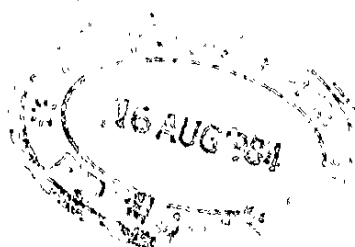
MacRobert Son & Hutchison,
91 West George Street,
Glasgow G2 1PA.

DF/LG/10939

For official use

New companies section

Post room



THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES of ASSOCIATION

of

QUITTE LIMITED

Incorporated

MACROBERT SON & HUTCHISON,
Solicitors,
Glasgow.



THE COMPANIES ACTS 1948 to



COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

of

QUITTE LIMITED

89468 / 2.

- I. The name of the Company is QUITTE LIMITED
- II. The Registered Office of the Company will be situate in Scotland.
- III. The objects for which the Company is established are:-
 - (1) 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.
 - (2) 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.
 - (3) 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.

- (4) 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.
- (5) 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.
- (6) 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.

- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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.

- (11) 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.

- (12) 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.

- (13) To receive money on deposit or temporary loan upon such terms as may be thought fit.
- (14) 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.
- (15) 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.
- (16) To procure the Company to be registered or recognised in any part of the world outside the United Kingdom.
- (17) 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.
- (18) 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.

- (19) 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.
- (20) To distribute any of the property of the Company among the Members in specie or kind.
- (21) 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.

(22) 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.

(23) 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 Share Capital of the Company is £100 divided into 100 shares of £1 each.

VI. The several persons whose Names, Addresses and descriptions 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 |
|---|---|
| David Flint, Solicitor, 91 West George Street, Glasgow. <i>David Flint</i> | One <i>One</i> |
| Ian Macmillan Fletcher, <i>Ian M. Fletcher</i> Solicitor, 91 West George Street, Glasgow | One <i>One</i> |

Dated the 16th day of November, 1983

WITNESS to the above Signatures:

Graeme Murray Bruce,
Solicitor,
91 West George Street,
Glasgow.

GM Bruce

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

of

QUITTE LIMITED

89468 / 3.

PRELIMINARY

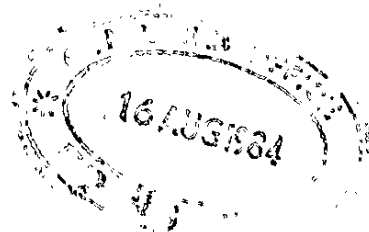
1. The Regulations contained in and applied by Table A in the First Schedule of the Companies Act, 1948 as amended by the Companies Acts 1967 to 1981 (hereinafter referred to as "Table A"), in so far as not excluded, altered or modified by or inconsistent with the following Articles, shall apply to the Company and be deemed to be incorporated herein.

2. Regulations 7, 11, 24, 75, 77, 84(2), 84(4), 87, 88(a), 88(f), and 89 of Table A shall not apply to the Company and are hereby expressly excluded. The following Regulations of Table A shall be modified:-

Regulation 15 so that the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for payment of the last preceding call" shall be held to be delete.

Regulation 22 so that the words "(except in the case of fully paid shares) by or on behalf of the" shall be inserted immediately before the word "transferee" where it first appears in this Regulation.

Regulation 32 so that the proviso thereto shall be held to be delete.



Regulation 33 so that there shall be added at the end thereof the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

Regulation 45 paragraph (b) so that there shall be added at the end of the paragraph - "and so that the resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred, or other special rights over, or may have such deferred rights, or be subject to any such restrictions, as compared with the others, as the Company has power to attach to unissued or new shares".

Regulation 52 so that the words "the fixing of the remuneration of the Directors" shall be inserted immediately after the word "retiring".

Regulation 58 so that in paragraph (b) the words "one member" shall be substituted for the words "two members" and so that the word "or" at the end of paragraph (b) and the whole of the paragraphs (c) and (d) shall be held to be delete.

Regulation 60 so that the words "provided always that he is a Member of the Company" shall be inserted after the word "shall".

Regulation 76 so that the words "and shall be divided amongst them as they shall agree and failing agreement equally" shall be inserted after the word "meeting" at the end of the first sentence.

Regulation 79 so that the proviso thereto shall be held to be delete.

Regulation 86 so that the words "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" shall be held to be delete.

Regulation 107 so that the words "or to hold any other executive office" shall be inserted immediately after the words "managing director" where they first appear.

Regulations 108 and 109 so that the words "or a director appointed to hold any other executive office" shall be inserted immediately after the words "managing director" in all places where such last mentioned words appear in these Regulations.

Unless otherwise required by the context of these Articles and Table A, in so far as not excluded and as modified in terms of this Article, words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

BUSINESS

3. Any branch or kind of business which, by the Memorandum of Association of the Company or these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time as they shall think fit, and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

SHARES

4. Subject to Articles 5 and 6 hereof, the shares shall be under the control of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and upon such terms and conditions as the Directors may determine but so that no shares shall be issued at a discount.

5. Subject to Article 6 hereof, the Directors pursuant to the provisions of Section 14 of the Companies Act 1980 shall have authority generally and unconditionally to allot relevant securities within the meaning of such Section up to an aggregate nominal amount equal to the authorised share capital of the Company on its incorporation at any time or times during the period of five years from the date of its incorporation.

6. Unless otherwise determined from time to time by the Company in General Meeting any unissued shares in the capital for the time being of the Company after the first allotment of shares shall be offered in the first instance to all Members for the time being of the Company in proportion to the nominal amounts of the shares in the capital of the Company held by them respectively. Such offer shall be made by notice specifying the number of shares for which such Members respectively are entitled to subscribe and limiting a time (not being less than fourteen days from the date of the notice) within which the offer, if not accepted, shall be deemed to be declined and, after the expiration of such time or on receipt of an intimation from any Member to whom such notice may have been given that he declines to accept the shares offered, the Directors may dispose of such shares as they may think

fit. In the event of any difficulty arising by reason of an offer of shares as aforesaid involving fractions of shares the Directors may settle the same as they think expedient and in particular they may ignore fractions altogether or may dispose of the shares represented by such fractions as they may think fit and distribute the net proceed thereof among the Members entitled to the same rateably in accordance with the rights and interests of such Members. Pursuant to sub-section (9) of Section 17 of the Companies Act 1980, the application to the Company of sub-sections (1), (6) and (7) of that Section shall be excluded.

7. 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 of the shares of the Company. 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 of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in the case of transmission thereof as are mentioned in Table A.

8. The Directors shall not be entitled to decline to register the Executors, Administrators or Trustees of a deceased Member as holders of the shares held by such deceased Member, and Regulations 30 and 31 of Table A shall be modified accordingly.

9. Subject to the provisions of the Companies Act 1981 (or any statutory modification or re-enactment thereof for the time being in force) the Company may from time to time purchase its own shares.

TRANSFER OF SHARES

10. All transfers of shares of the Company shall be subject to the approval and sanction of the Directors and 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 the shares of the Company is restricted accordingly.

11. (a) If any Member or other person entitled be desirous of selling or transferring all or any of his shares in the capital of the Company he (hereinafter called "the Proposing Transferor") shall give notice in writing (hereinafter called a "Transfer Notice") to the Company stating the number of shares to be sold or transferred. Such notice shall constitute the Directors his Agents for the sale of such shares to any person or persons including themselves or any of them at their fair value as at the date of receipt of the Transfer Notice as shall be agreed between the Proposing Transferor and the Directors or, failing agreement within a period of 21 days after the date of receipt of the Transfer Notice, as shall be fixed by the Auditor for the time being of the Company acting as an expert and not as an arbiter and the Certificate of the Auditor as to the fair value shall be final and binding on all parties. A Transfer Notice shall not be revocable except with the sanction of the Directors.

(b) With a view to finding a purchaser for the shares comprised in a Transfer Notice the Directors shall offer such shares at

the fair value as agreed or fixed as aforesaid to the persons then holding the remaining shares in the capital of the Company as nearly as may be in proportion to their respective holdings of shares in the capital of the Company and shall limit the time within which such offer if not accepted in whole or in part shall be deemed to be declined, and shall notify such persons that any such person who desires to purchase shares in excess of his said proportion shall in his reply state how many additional shares he desires to purchase at the fair value as agreed or fixed as aforesaid, and if all such persons do not accept their said proportions in full the unaccepted shares shall be used for satisfying the said claims for additional shares. If there shall be insufficient of the said unaccepted shares to satisfy in full all such claims for additional shares the said unaccepted shares shall be distributed amongst the persons making such claims as nearly as may be in proportion to their said respective holdings of shares in the capital of the Company, provided that no person shall be bound to take more additional shares than those he shall have offered to purchase. The Directors shall make such arrangements as regards the finding of a purchaser for any shares not accepted or claimed as aforesaid within the time so limited as they shall think just and reasonable.

(c) If the Directors within the space of three calendar months after receipt of a Transfer Notice find any person or persons as aforesaid willing to purchase the shares comprised in such Transfer Notice or any of them and give notice in writing thereof to the Proposing Transferor he shall be bound, upon payment of the fair value

as agreed or fixed as aforesaid, to transfer such shares to the purchaser or purchasers thereof who shall be bound to complete the purchase within fourteen days from the service of such last mentioned notice.

(d) If in any case the Proposing Transferor, after having become bound as aforesaid, makes default in transferring any shares to a purchaser thereof, the Directors shall be entitled to receive the purchase money, to cause a transfer to be executed for and 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 hold the purchase money in trust for the Proposing Transferor. The Receipt of the Directors for the purchase money shall be a good discharge to the purchaser and after the purchaser's name has been entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

(e) If the Directors shall not within the space of three calendar months after receipt of a Transfer Notice find a purchaser or purchasers for all the shares comprised in such Transfer Notice or shall fail for any reason to give notice to the Proposing Transferor in terms of Paragraph (c) hereof or if a purchaser shall fail to complete his purchase within the time limit laid down in the said paragraph, the Proposing Transferor shall at any time within three calendar months thereafter, be entitled either (i) to dispose of the shares or those not purchased as the case may be (provided that in the case of a sale the price bona fide paid for the shares shall not be

less than the fair value as agreed or fixed as aforesaid) or (ii) if the Transfer Notice given by the Proposing Transferor relates to all the shares held by him in the capital of the Company to require that the Company be wound up forthwith. In the event of the Proposing Transferor exercising the first alternative and upon a sale or transfer being effected the transferee shall be entitled to present the transfer in his favour and, subject to the provisions of Article 10 hereof, have himself registered as a Member accordingly. In the event of the Proposing Transferor being entitled to do so and exercising the second alternative he shall within the said period of three calendar months give notice in writing to the Company requiring that the Company be wound up forthwith and upon receipt of such notice all the Directors and Members shall be bound to exercise all rights competent to them respectively to this end.

LIEN

12. The Company shall have a first and paramount lien and charge on every share (whether fully paid up or not) and on all dividends payable thereon for all moneys due to the Company (whether presently payable or not) called or payable at a fixed time in respect of that share but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.

DIRECTORS

13. The number of Directors shall not be less than two.

14. It shall not be necessary for a Director to hold any shares in the Company to qualify him to act as such Director. A Director who is not a Member of the Company shall not be entitled to vote at General

Meetings of the Company but shall be entitled to receive notice of all such Meetings and to attend and speak at the same and Regulation 134 of Table A is modified accordingly.

15. At the first Annual General Meeting of the Company and every subsequent Annual General Meeting one-third of the Directors for the time being, or if their number is not three or a multiple of three then the number nearest to but not exceeding one-third, shall retire from office.

16. 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 reckoning the quorum present at the meeting when such contract or arrangement is under consideration.

17. Any Director appointed to any executive office or who devotes special attention to the Company or who otherwise performs services which in the opinion of the Directors are outwith the scope of the ordinary duties of a Director may be paid such extra remuneration by way of salary, commission, participation in profits or otherwise as the Board of Directors may determine.

POWER OF DIRECTORS

18. Without restricting the generality of their powers the Directors may give or award pensions, annuities, gratuities and 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 and may set up, establish, support and maintain pension, superannuation and other funds or schemes (whether contributory or non-contributory) and 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, and so that any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit (whether under any such fund or scheme or otherwise).

SECRECY

19. No Member, or General or other Meeting of Members, shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process, or which may relate to the conduct of the business of the Company, and which in the opinion of the Directors it would be inexpedient in the interest of the Company to communicate to the public.

Names, Address and Description of Subscribers

David Flint,
Solicitor,
91 West George Street,
Glasgow.

David Flint

Ian Macmillan Fletcher,
Solicitor,
91 West George Street,
Glasgow.

Ian M. Fletcher.

Dated the 16th day of November, 1983

WITNESS to the above signatures:

GM Bruce

Graeme Murray Bruce,
Solicitor,
91 West George Street,
Glasgow.

THE COMPANIES ACTS 1948 TO 1981

Statement of first directors and secretary and intended situation of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type,
bold block lettering

* Delete if
inappropriate

To the Registrar of Companies

For official use

89468/5

Name of Company

QUITTE

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below

91 West George Street,

Glasgow G2 1PA.

If the memorandum is delivered by an agent for the subscribers of
the memorandum please mark 'X' in the box opposite and insert the
agent's name and address below

X

MacRobert Son & Hutchison,

91 West George Street, Glasgow.

Number of continuation sheets attached (see note 1)

Nil

Presentor's name, address and
reference (if any):

MacRobert Son & Hutchison,
91 West George Street,
Glasgow, G2 1PA.

DF/LC/10939

For official use
General section

Post room

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948 as amended by section 95 of the Companies Act 1981. Please read the notes on page 4 before completing this part of the form.

Enter particulars of other directorships held or previously held (see note 5). If this space is insufficient use a continuation sheet.

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

| | | | |
|--|---|---|-----------|
| Name (note 3) | David Flint | Business occupation | Solicitor |
| Previous name(s) (note 3) | | Nationality | British |
| Address (note 4) | 91 West George Street, Glasgow G2 1PA. | Date of birth (where applicable) (note 6) | |
| Other directorships † | Kirkspeir Limited | | |
| I hereby consent to act as director of the company named on page 1 | | | |
| Signature | | Date 14/8/84 | |

| | | | |
|--|---|---|-----------|
| Name (note 3) | Ian Macmillan Fletcher | Business occupation | Solicitor |
| Previous name(s) (note 3) | | Nationality | British |
| Address (note 4) | 91 West George Street, Glasgow G2 1PA. | Date of birth (where applicable) (note 6) | |
| Other directorships † | The Shareholding & Investment Trust Limited | | |
| I hereby consent to act as director of the company named on page 1 | | | |
| Signature Ian M. Fletcher | | Date 14/8/84 | |

| | | | |
|--|--|---|--|
| Name (note 3) | | Business occupation | |
| Previous name(s) (note 3) | | Nationality | |
| Address (note 4) | | Date of birth (where applicable) (note 6) | |
| Other directorships † | | | |
| I hereby consent to act as director of the company named on page 1 | | | |
| Signature | | Date | |

Please do not
write in this
binding margin

Important
The particulars
to be given are
those referred to
in sections
21(2)(b) of the
Companies Act
1976 and section
200(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.



The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

| | |
|---|---|
| Name (notes 3 & 7) | David Flint |
| Previous name(s) (note 3) | |
| Address (notes 4 & 7) | 91 West George Street, Glasgow G2 1PA. |
| I hereby consent to act as secretary of the company named on page 1 | |
| Signature <i>David Flint</i> | Date 14/8/84 |

| | |
|---|------|
| Name (notes 3 & 7) | |
| Previous name(s) (note 3) | |
| Address (notes 4 & 7) | |
| I hereby consent to act as secretary of the company named on page 1 | |
| Signature | Date |

* as required by
section 21(3) of
the Companies
Act 1976

† delete as
appropriate

Signed by or on behalf of the subscribers of the memorandum*

Signature *David Flint* [Subscriber] [Agent]† Date 14/8/84

Signature *Ian M. Fletcher* [Subscriber] [Agent]† Date 14/8/84



CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

No. 89468

I hereby certify that

QUITTE LIMITED

having by special resolution changed its name, is now
incorporated under the name of
BOVIS CONSTRUCTION (SCOTLAND) LIMITED

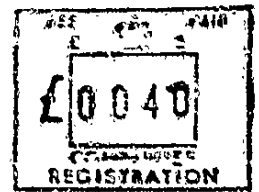
Given under my hand at the Companies Registration Office,
Edinburgh the 29 November 1984

A handwritten signature in black ink, appearing to read 'Eric Long', written over a horizontal line.

Registrar of Companies

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES



SPECIAL RESOLUTION

(pursuant to Section 141 (2) of the Companies Act 1948)

of

QUITTE LIMITED

89468 / CAPS
16

Passed 15th November, 1984

At an EXTRAORDINARY GENERAL MEETING of QUITTE LIMITED duly convened and held at 91 West George Street, Glasgow on 15th November, 1984 the following Resolution was passed as a Special Resolution:-

RESOLUTION

"That the name of the Company be changed to BOVIS CONSTRUCTION
((SCOTLAND) LIMITED".

 
(D. Flint)

Secretary

Registered Office:

91 West George Street,
Glasgow.



The Companies Acts 1948 to 1983

Company Limited by Shares

SPECIAL RESOLUTION

(Pursuant to Section 141 (2) of the Companies Act 1948)
of

BOVIS CONSTRUCTION (SCOTLAND) LIMITED

Passed 7th January 1985

At an EXTRAORDINARY GENERAL MEETING of BOVIS CONSTRUCTION (SCOTLAND) LIMITED duly convened and held at Bovis House, Northolt Road, Harrow, Middlesex on 7th January 1985 the following Resolution was passed as a Special Resolution:-

RESOLUTION

- (1) "That the Memorandum of Association of the Company with respect to the objects thereof be and is hereby altered by the deletion of Clause III thereof and the substitution of the Clause set out in the annexation to the Notice convening this Meeting.
- (2) That the Regulations contained in the printed document submitted to the meeting and for the purpose of identification signed by the Chairman thereof, be and are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association thereof."



(L.J. Catchpole)
Chairman

Registered Office:-
9 St. Colme Street,
Edinburgh

BOVIS CONSTRUCTION (SCOTLAND) LIMITED

ANNEXATION to NOTICE covering EXTRAORDINARY GENERAL MEETING to be held
on 7th January, 1985.

"III. The Objects for which the Company is established are:-

- (1) To carry on all or any of the businesses of builders, general contractors, public works contractors, decorators, gas, water, electrical, mechanical, sanitary and general engineers, constructional engineers, cabinet makers, furniture makers, woodworkers, painters, decorators, house and land agents, architects, surveyors, auctioneers, insurance agents, motor and other vehicle dealers, manufacturers and repairers, iron and brass founders, metal workers, boiler makers, machinists, iron and steel converters, smiths, metallurgists and toolmakers, and to carry on any other trade or business whatsoever which can or may, in the opinion of the Directors, be advantageously carried on by the Company in connection with or as ancillary to the general business of the Company.

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- (2) To make, buy, sell, manufacture, repair, alter, exchange, let on hire, import, export and deal in all plant, machinery, apparatus, materials, ingredients, articles, commodities and things which may be required for the purpose of any of the said businesses and commonly supplied or dealt in by persons engaged in any such businesses or which may seem capable of being profitably dealt in in connection with any of the said businesses.
- (3) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, and any real and personal property of any kind necessary or convenient for the Company's business.
- (4) To erect, construct, lay down, enlarge, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business.
- (5) To develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, building thereon, paving, draining or sewerage the same, letting the same on building occupation or other lease or agreement or granting the same on chief rent, and by advancing money to or entering into contracts and arrangements of all kinds with builders, tenants and others.
- (6) To construct or in anywise acquire absolutely or for any interest ships, barges, lighters and boats, wharves and

warehouses of any description, and to carry on all or any of the businesses of shipowners, barge owners, wharfingers, warehousemen and merchants.

- (7) To construct, or join in the construction of railways, tramways, canals, docks, harbours, piers, wharves, roads, embankments, reservoirs, works of irrigating and reclaiming land, electric, telephonic, water, gas or power supply works, and to equip, work and maintain railroads and tramways.
- (8) To apply for, purchase or otherwise acquire, investigate and turn to account any patents, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use 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 or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- (9) To borrow or raise or secure the payment of money in any manner and on any terms.
- (10) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the capital, original or

increased, of the Company, and whether at the time issued or created or not, and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.

- (11) To issue and deposit any securities which the Company has power to issue by way of mortgage, to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company.
- (12) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations, engagements and contracts of any persons or companies and in particular customers of the Company or any persons or companies with whom the Company may have or intend to have business relations.
- (13) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (14) To give all descriptions of guarantees, and in particular to guarantee the principal and interest of and any premium which may become payable on any mortgages, debentures, debenture stock or other obligations and the dividend on and the return, either with or without any premium, of the capital paid on any shares.

- (15) To apply the money of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in anywise connected with any particular trade or business, or with trade or commerce generally, including any association, institution or fund for protection of the interests of masters, owners and employers against loss by bad debts, strikes, workmen's combinations, fire or accidents, or for the benefit of any clerks, workmen or others at any time employed by the Company or their families, and whether or not in common with other classes of persons, and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, churches, chapels, schools and hospitals, and to grant pensions and allowances, and to contribute to any funds raised by local or public subscriptions for any purpose whatsoever.
- (16) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants and other instruments, negotiable or otherwise.
- (17) To subscribe for absolutely or subject to any condition or contingency, or purchase or acquire in any way any shares, stock debentures, debenture stock or other obligations of any other company of any description.
- (18) To hold all or any shares or obligations acquired by the

Company or to sell or reissue the same with or without guarantee, or to distribute them or any other assets of this Company in kind upon a division of profits or distribution of capital among the members, and in the case of any cash, shares or obligations receivable upon any sale or amalgamation to arrange in case at the time of any such sale or amalgamation the shares of this Company shall be of different classes for the distribution of any proceeds of sale in any manner authorised by or under the provisions of the Articles of Association for the time being.

- (19) To hold in the names of others any property which the Company is authorised to acquire.
- (20) To pay for any property or rights acquired by the Company, either in cash or shares, with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (21) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or by means of a mortgage or by debentures or debenture stock, on any company or

- corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (22) To enter into partnership or any arrangement for sharing profits, union of interests, or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold shares, stock or securities of any such company.
- (23) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of or shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold shares, stock or securities of and guarantee the payment of any securities issued by or any other obligation of any such company.
- (24) To purchase or otherwise acquire and undertake all or any part of the business, property and transactions of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (25) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in respect of, and in any other manner deal with or dispose of the undertaking of the Company or any part thereof, or all or

any of the property for the time being of the Company, and for any consideration, whether in cash or in shares (fully or partly paid), debentures, debenture stock or other interests in or securities of any company or otherwise.

- (26) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by purchase (for fully or partly paid shares or otherwise) of all the shares or stock of any such other company, or in any other manner.
- (27) To subscribe absolutely or subject to any condition or contingency for or purchase or acquire in any way any shares, debentures, debenture stock or other obligations of any other company of any description.
- (28) To close, abandon and give up any works or business at any time acquired by the Company.
- (29) To manage or take part in the management, supervision and control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any Directors, Managing Directors, Managers, trustees, accountants or other experts or agents.
- (30) To carry on any business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary company or companies, and to enter

into any agreement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on, including power at any time either temporarily or permanently, to close any such business or branch, and to act as managers or to appoint directors or managers of any such subsidiary company.

- (31) To give to any officers, servants or employees of the Company any share or interest in the profits of the Company's business, or any branch thereof, and whether carried on by means or through the agency of any subsidiary company or not, and for that purpose to enter into any arrangements the Company may think fit.
- (32) To apply for at the cost of the Company and obtain any Provisional Order or Act of Parliament, or order or decree of any court, or concession or right from any authority, supreme municipal, local or otherwise for enabling the Company to extend its objects, or to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to benefit the Company, and to oppose any Provisional Order, Bill in Parliament, decree, right or concession which may seem

directly or indirectly opposed to the Company's interests.

- (33) To incorporate the Company or otherwise procure the Company to be constituted, registered or recognised in accordance with the laws in force in any country in which the Company may desire to carry on business, and to apply for and accept or acquire upon any terms any licence or concession, and by the deposit of money or otherwise to comply with the terms of any such concession or any terms precedent to it being granted.
- (34) To pay all preliminary expenses of the Company, and any company promoted or formed by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the expenses and costs of owners of any business or property acquired by the Company, and to remunerate any person or company for services rendered in placing or assisting to place, or subscribing or agreeing to subscribe, whether absolutely or conditionally for any of the shares, debentures or debenture stock or other obligations of or for any other services in or about the promotion of or the issue of the capital or obligations of this or any other company, or the conduct of the business of this or any other company, and to grant to any person or company so subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions as aforesaid an option to require the Company to issue to him or it and/or his or its nominees further

shares in the Company at not less than par, or further debentures, debenture stock or other obligations of the Company at any price, and also to pay any costs of winding up any company the whole or any portion of the property of which is acquired by this Company.

(35) 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.

(36) To do all such other things as are incidental or conducive to the above 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."

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THE COMPANIES ACTS 1948 to 1933

COMPANY LIMITED BY SHARES

MEMORANDUM

and

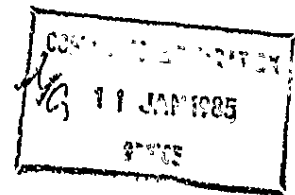
ARTICLES of ASSOCIATION

of

BOVIS CONSTRUCTION (SCOTLAND) LIMITED

Incorporated: 20th August 1984.

MacRobert Son & Hutchison,
Solicitors,
Glasgow.



THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BOVIS CONSTRUCTION (SCOTLAND) LIMITED

(As altered by Special Resolution passed on 7th January, 1985)

- I. The Name of the Company is "BOVIS CONSTRUCTION (SCOTLAND) LIMITED".
- II. The Registered Office of the Company will be situate in Scotland.
- III. The Objects for which the Company is established are:-
 - (1) To carry on all or any of the businesses of builders, general contractors, public works contractors, decorators, gas, water, electrical, mechanical, sanitary and general engineers, constructional engineers, cabinet makers, furniture makers, woodworkers, painters, decorators, house and land agents, architects, surveyors, auctioneers, insurance agents, motor and other vehicle dealers, manufacturers and repairers, iron and brass founders, metal workers, boiler makers, machinists, iron and steel converters, smiths, metallurgists and toolmakers, and to carry on any other trade or business whatsoever which can or may, in the opinion of the Directors, be advantageously carried on by the Company in connection with or as ancillary to the general business of the Company.

- (2) To make, buy, sell, manufacture, repair, alter, exchange, let on hire, import, export and deal in all plant, machinery, apparatus, materials, ingredients, articles, commodities and things which may be required for the purpose of any of the said businesses and commonly supplied or dealt in by persons engaged in any such businesses or which may seem capable of being profitably dealt in in connection with any of the said businesses.
- (3) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, and any real and personal property of any kind necessary or convenient for the Company's business.
- (4) To erect, construct, lay down, enlarge, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business.
- (5) To develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, building thereon, paving, draining or sewerage the same, letting the same on building occupation or other lease or agreement or granting the same on chief rent, and by advancing money to or entering into contracts and arrangements of all kinds with builders, tenants and others.
- (6) To construct or in anywise acquire absolutely or for any interest ships, barges, lighters and boats, wharves and

warehouses of any description, and to carry on all or any of the businesses of shipowners, barge owners, wharfingers, warehousemen and merchants.

- (7) To construct, or join in the construction of railways, tramways, canals, docks, harbours, piers, wharves, roads, embankments, reservoirs, works of irrigating and reclaiming land, electric, telephonic, water, gas or power supply works, and to equip, work and maintain railroads and tramways.
- (8) To apply for, purchase or otherwise acquire, investigate and turn to account any patents, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use 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 or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- (9) To borrow or raise or secure the payment of money in any manner and on any terms.
- (10) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the capital, original or

increased, of the Company, and whether at the time issued or created or not, and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.

- (11) To issue and deposit any securities which the Company has power to issue by way of mortgage, to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company.
- (12) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations, engagements and contracts of any persons or companies and in particular customers of the Company or any persons or companies with whom the Company may have or intend to have business relations.
- (13) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (14) To give all descriptions of guarantees, and in particular to guarantee the principal and interest of and any premium which may become payable on any mortgages, debentures, debenture stock or other obligations and the dividend on and the return, either with or without any premium, of the capital paid on any shares.

- (15) To apply the money of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in anywise connected with any particular trade or business, or with trade or commerce generally, including any association, institution or fund for protection of the interests of masters, owners and employers against loss by bad debts, strikes, workmen's combinations, fire or accidents, or for the benefit of any clerks, workmen or others at any time employed by the Company or their families, and whether or not in common with other classes of persons, and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, churches, chapels, schools and hospitals, and to grant pensions and allowances, and to contribute to any funds raised by local or public subscriptions for any purpose whatsoever.
- (16) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants and other instruments, negotiable or otherwise.
- (17) To subscribe for absolutely or subject to any condition or contingency, or purchase or acquire in any way any shares, stock debentures, debenture stock or other obligations of any other company of any description.
- (18) To hold all or any shares or obligations acquired by the

Company or to sell or reissue the same with or without guarantee, or to distribute them or any other assets of this Company in kind upon a division of profits or distribution of capital among the members, and in the case of any cash, shares or obligations receivable upon any sale or amalgamation to arrange in case at the time of any such sale or amalgamation the shares of this Company shall be of different classes for the distribution of any proceeds of sale in any manner authorised by or under the provisions of the Articles of Association for the time being.

- (19) To hold in the names of others any property which the Company is authorised to acquire.
- (20) To pay for any property or rights acquired by the Company, either in cash or shares, with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (21) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or by means of a mortgage or by debentures or debenture stock, on any company or

- corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (22) To enter into partnership or any arrangement for sharing profits, union of interests, or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold shares, stock or securities of any such company.
- (23) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of or shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold shares, stock or securities of and guarantee the payment of any securities issued by or any other obligation of any such company.
- (24) To purchase or otherwise acquire and undertake all or any part of the business, property and transactions of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (25) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in respect of, and in any other manner deal with or dispose of the undertaking of the Company or any part thereof, or all or

- any of the property for the time being of the Company, and for any consideration, whether in cash or in shares (fully or partly paid), debentures, debenture stock or other interests in or securities of any company or otherwise.
- (26) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by purchase (for fully or partly paid shares or otherwise) of all the shares or stock of any such other company, or in any other manner.
- (27) To subscribe absolutely or subject to any condition or contingency for or purchase or acquire in any way any shares, debentures, debenture stock or other obligations of any other company of any description.
- (28) To close, abandon and give up any works or business at any time acquired by the Company.
- (29) To manage or take part in the management, supervision and control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any Directors, Managing Directors, Managers, trustees, accountants or other experts or agents.
- (30) To carry on any business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary company or companies, and to enter

into any agreement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on, including power at any time either temporarily or permanently, to close any such business or branch, and to act as managers or to appoint directors or managers of any such subsidiary company.

- (31) To give to any officers, servants or employees of the Company any share or interest in the profits of the Company's business, or any branch thereof, and whether carried on by means or through the agency of any subsidiary company or not, and for that purpose to enter into any arrangements the Company may think fit.
- (32) To apply for at the cost of the Company and obtain any Provisional Order or Act of Parliament, or order or decree of any court, or concession or right from any authority, supreme municipal, local or otherwise for enabling the Company to extend its objects, or to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to benefit the Company, and to oppose any Provisional Order, Bill in Parliament, decree, right or concession which may seem

directly or indirectly opposed to the Company's interests.

- (33) To incorporate the Company or otherwise procure the Company to be constituted, registered or recognised in accordance with the laws in force in any country in which the Company may desire to carry on business, and to apply for and accept or acquire upon any terms any licence or concession, and by the deposit of money or otherwise to comply with the terms of any such concession or any terms precedent to it being granted.
- (34) To pay all preliminary expenses of the Company, and any company promoted or formed by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the expenses and costs of owners of any business or property acquired by the Company, and to remunerate any person or company for services rendered in placing or assisting to place, or subscribing or agreeing to subscribe, whether absolutely or conditionally for any of the shares, debentures or debenture stock or other obligations of or for any other services in or about the promotion of or the issue of the capital or obligations of this or any other company, or the conduct of the business of this or any other company, and to grant to any person or company so subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions as aforesaid an option to require the Company to issue to him or it and/or his or its nominees further

shares in the Company at not less than par, or further debentures, debenture stock or other obligations of the Company at any price, and also to pay any costs of winding up any company the whole or any portion of the property of which is acquired by this Company.

- (35) 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.
- (36) To do all such other things as are incidental or conducive to the above 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 Share Capital of the Company is £100 divided into 100 shares

of £1 each.

- VI. The several persons whose Names, Addresses and descriptions 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.

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BOVIS CONSTRUCTION (SCOTLAND) LIMITED

(As adopted by Special Resolution passed on 7th January, 1985)

TABLE A

1. Subject as hereinafter provided, the regulations contained in Part 1 of Table A, in the First Schedule to the Companies Act 1948 (hereinafter as amended by the Companies Acts 1967 to 1981 called "Table A") shall apply to the Company.

PRIVATE COMPANY

2. Regulations 24 and 53 of Table A shall not apply. The word "also" in line 1 of Regulation 25 of Table A shall be deemed to be deleted.

SHARES

3. The share capital of the Company is £100 divided into 100 Shares of £1 each.
4. All unissued shares shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine.

DIRECTORS

5. Until otherwise determined by the Company in General Meeting the

number of Directors shall not be less than two and Regulation 75 of Table A shall be deemed to be read and construed accordingly. A Director shall not be required to vacate his office and no person shall be ineligible for appointment or reappointment as a Director by reason of his attaining the age of seventy or any other age, and Regulation 88(a) of Table A shall be deemed to be deleted.

6. A Director need not be a Member of the Company and Regulation 77 of Table A shall not apply.
7. Each Director shall have the power to appoint either (i) another Director or (ii) any other person approved for that purpose by a resolution of the Directors, to act as alternate Director in his place during his absence, and at his discretion to remove such alternate Director. A person so appointed shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties as a Director of his appointor in such appointor's absence. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director. All appointments and removals of alternate Directors shall be effected by instrument in writing delivered at the registered office of the Company and signed by the appointor.

8. The holder or holders of a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at General Meetings of the Company by memorandum in writing signed by him or them and left at or sent to the registered office of the Company, or the Company in General Meeting may at any time or from time to time appoint any person to be a Director of the Company or remove any Director from office.

9. Regulation 84(1) of Table A shall be construed as if there had been added at the end thereof the following words:-

"and subject to such disclosure, a Director may vote in respect of any contract or arrangement in which he is interested, and he shall be reckoned for the purpose of constituting a quorum of Directors".

Regulation 84(2) of Table A shall not apply.

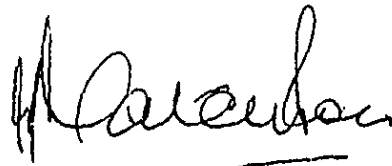
10. The proviso at the end of Regulation 79 of Table A shall not apply.

11. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. Any Director so appointed shall (subject to Regulation 88 of Table A as deemed to be amended by these Articles) hold office until he is removed pursuant to Article 8. Regulations 89 to 97 (inclusive) of Table A shall not apply.

DIVISIONAL, DEPARTMENTAL OR REGIONAL DIRECTORS

12. The Directors may from time to time appoint any person to be a Divisional Departmental or Regional Director and define, limit or restrict his powers and duties and determine his remuneration and the designation of his office and may at any time, subject to the terms of any contract entered into in any particular case, revoke any such appointment. A Divisional Departmental or Regional Director (notwithstanding that the designation of his office may include the word "Director") shall not by virtue of such office be or have power to act as a Director of the Company nor be entitled to receive notice of nor attend or vote at meetings of the Directors or any committee thereof nor be deemed to be a Director for any of the purposes of these Articles.

What is contained on this and the 16 preceding pages is a Print of the Memorandum and Articles of Association of the Company as altered and adopted respectively by Special Resolution passed on 7th January, 1985.

A handwritten signature in dark ink, appearing to be 'M. A. ...', written over a horizontal line.

Director.

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

89,468/14

MEMORANDUM

and

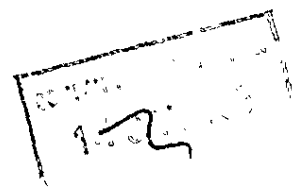
ARTICLES of ASSOCIATION

of

BOVIS CONSTRUCTION (SCOTLAND) LIMITED

Incorporated: 20th August 1984.

MacRobert Son & Hutchison,
Solicitors,
Glasgow.



THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BOVIS CONSTRUCTION (SCOTLAND) LIMITED

(As altered by Special Resolution passed on 7th January, 1985)

- I. The Name of the Company is "BOVIS CONSTRUCTION (SCOTLAND) LIMITED".
- II. The Registered Office of the Company will be situate in Scotland.
- III. The Objects for which the Company is established are:-
 - (1) To carry on all or any of the businesses of builders, general contractors, public works contractors, decorators, gas, water, electrical, mechanical, sanitary and general engineers, constructional engineers, cabinet makers, furniture makers, woodworkers, painters, decorators, house and land agents, architects, surveyors, auctioneers, insurance agents, motor and other vehicle dealers, manufacturers and repairers, iron and brass founders, metal workers, boiler makers, machinists, iron and steel converters, smiths, metallurgists and toolmakers, and to carry on any other trade or business whatsoever which can or may, in the opinion of the Directors, be advantageously carried on by the Company in connection with or as ancillary to the general business of the Company.

- (2) To make, buy, sell, manufacture, repair, alter, exchange, let on hire, import, export and deal in all plant, machinery, apparatus, materials, ingredients, articles, commodities and things which may be required for the purpose of any of the said businesses and commonly supplied or dealt in by persons engaged in any such businesses or which may seem capable of being profitably dealt in in connection with any of the said businesses.
- (3) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, and any real and personal property of any kind necessary or convenient for the Company's business.
- (4) To erect, construct, lay down, enlarge, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business.
- (5) To develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, building thereon, paving, draining or sewerage the same, letting the same on building occupation or other lease or agreement or granting the same on chief rent, and by advancing money to or entering into contracts and arrangements of all kinds with builders, tenants and others.
- (6) To construct or in anywise acquire absolutely or for any interest ships, barges, lighters and boats, wharves and

warehouses of any description, and to carry on all or any of the businesses of shipowners, barge owners, wharfingers, warehousemen and merchants.

- (7) To construct, or join in the construction of railways, tramways, canals, docks, harbours, piers, wharves, roads, embankments, reservoirs, works of irrigating and reclaiming land, electric, telephonic, water, gas or power supply works, and to equip, work and maintain railroads and tramways.
- (8) To apply for, purchase or otherwise acquire, investigate and turn to account any patents, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use 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 or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- (9) To borrow or raise or secure the payment of money in any manner and on any terms.
- (10) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the capital, original or

increased, of the Company, and whether at the time issued or created or not, and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.

- (11) To issue and deposit any securities which the Company has power to issue by way of mortgage, to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company.
- (12) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations, engagements and contracts of any persons or companies and in particular customers of the Company or any persons or companies with whom the Company may have or intend to have business relations.
- (13) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (14) To give all descriptions of guarantees, and in particular to guarantee the principal and interest of and any premium which may become payable on any mortgages, debentures, debenture stock or other obligations and the dividend on and the return, either with or without any premium, of the capital paid on any shares.

- (15) To apply the money of the Company in any way in or towards the establishment, maintenance or extension of any association, institution or fund in anywise connected with any particular trade or business, or with trade or commerce generally, including any association, institution or fund for protection of the interests of masters, owners and employers against loss by bad debts, strikes, workmen's combinations, fire or accidents, or for the benefit of any clerks, workmen or others at any time employed by the Company or their families, and whether or not in common with other classes of persons, and in particular of friendly, co-operative and other societies, reading rooms, libraries, educational and charitable institutions, churches, chapels, schools and hospitals, and to grant pensions and allowances, and to contribute to any funds raised by local or public subscriptions for any purpose whatsoever.
- (16) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants and other instruments, negotiable or otherwise.
- (17) To subscribe for absolutely or subject to any condition or contingency, or purchase or acquire in any way any shares, stock debentures, debenture stock or other obligations of any other company of any description.
- (18) To hold all or any shares or obligations acquired by the

Company or to sell or reissue the same with or without guarantee, or to distribute them or any other assets of this Company in kind upon a division of profits or distribution of capital among the members, and in the case of any cash, shares or obligations receivable upon any sale or amalgamation to arrange in case at the time of any such sale or amalgamation the shares of this Company shall be of different classes for the distribution of any proceeds of sale in any manner authorised by or under the provisions of the Articles of Association for the time being.

- (19) To hold in the names of others any property which the Company is authorised to acquire.
- (20) To pay for any property or rights acquired by the Company, either in cash or shares, with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (21) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or by means of a mortgage or by debentures or debenture stock, on any company or

corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

- (22) To enter into partnership or any arrangement for sharing profits, union of interests, or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold shares, stock or securities of any such company.
- (23) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of or shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold shares, stock or securities of and guarantee the payment of any securities issued by or any other obligation of any such company.
- (24) To purchase or otherwise acquire and undertake all or any part of the business, property and transactions of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (25) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in respect of, and in any other manner deal with or dispose of the undertaking of the Company or any part thereof, or all or

any of the property for the time being of the Company, and for any consideration, whether in cash or in shares (fully or partly paid), debentures, debenture stock or other interests in or securities of any company or otherwise.

- (26) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by purchase (for fully or partly paid shares or otherwise) of all the shares or stock of any such other company, or in any other manner.
- (27) To subscribe absolutely or subject to any condition or contingency for or purchase or acquire in any way any shares, debentures, debenture stock or other obligations of any other company of any description.
- (28) To close, abandon and give up any works or business at any time acquired by the Company.
- (29) To manage or take part in the management, supervision and control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any Directors, Managing Directors, Managers, trustees, accountants or other experts or agents.
- (30) To carry on any business or branch of a business which this Company is authorised to carry on by means or through the agency of any subsidiary company or companies, and to enter

into any agreement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on, including power at any time either temporarily or permanently, to close any such business or branch, and to act as managers or to appoint directors or managers of any such subsidiary company.

- (31) To give to any officers, servants or employees of the Company any share or interest in the profits of the Company's business, or any branch thereof, and whether carried on by means or through the agency of any subsidiary company or not, and for that purpose to enter into any arrangements the Company may think fit.
- (32) To apply for at the cost of the Company and obtain any Provisional Order or Act of Parliament, or order or decree of any court, or concession or right from any authority, supreme municipal, local or otherwise for enabling the Company to extend its objects, or to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to benefit the Company, and to oppose any Provisional Order, Bill in Parliament, decree, right or concession which may seem

directly or indirectly opposed to the Company's interests.

- (33) To incorporate the Company or otherwise procure the Company to be constituted, registered or recognised in accordance with the laws in force in any country in which the Company may desire to carry on business, and to apply for and accept or acquire upon any terms any licence or concession, and by the deposit of money or otherwise to comply with the terms of any such concession or any terms precedent to it being granted.
- (34) To pay all preliminary expenses of the Company, and any company promoted or formed by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the expenses and costs of owners of any business or property acquired by the Company, and to remunerate any person or company for services rendered in placing or assisting to place, or subscribing or agreeing to subscribe, whether absolutely or conditionally for any of the shares, debentures or debenture stock or other obligations of or for any other services in or about the promotion of or the issue of the capital or obligations of this or any other company, or the conduct of the business of this or any other company, and to grant to any person or company so subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions as aforesaid an option to require the Company to issue to him or it and/or his or its nominees further

shares in the Company at not less than par, or further debentures, debenture stock or other obligations of the Company at any price, and also to pay any costs of winding up any company the whole or any portion of the property of which is acquired by this Company.

(35) 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.

(36) To do all such other things as are incidental or conducive to the above 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 Share Capital of the Company is £100 divided into 100 shares

of £1 each.

VI. The several persons whose Names, Addresses and descriptions 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.

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BOVIS CONSTRUCTION (SCOTLAND) LIMITED
(As adopted by Special Resolution passed on 7th January, 1985)

TABLE A

1. Subject as hereinafter provided, the regulations contained in Part 1 of Table A, in the First Schedule to the Companies Act 1948 (hereinafter as amended by the Companies Acts 1967 to 1981 called "Table A") shall apply to the Company.

PRIVATE COMPANY

2. Regulations 24 and 53 of Table A shall not apply. The word "also" in line 1 of Regulation 25 of Table A shall be deemed to be deleted.

SHARES

3. The share capital of the Company is £100 divided into 100 Shares of £1 each.
4. All unissued shares shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine.

DIRECTORS

5. Until otherwise determined by the Company in General Meeting the

number of Directors shall not be less than two and Regulation 75 of Table A shall be deemed to be read and construed accordingly. A Director shall not be required to vacate his office and no person shall be ineligible for appointment or reappointment as a Director by reason of his attaining the age of seventy or any other age, and Regulation 88(a) of Table A shall be deemed to be deleted.

6. A Director need not be a Member of the Company and Regulation 77 of Table A shall not apply.
7. Each Director shall have the power to appoint either (i) another Director or (ii) any other person approved for that purpose by a resolution of the Directors, to act as alternate Director in his place during his absence, and at his discretion to remove such alternate Director. A person so appointed shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties as a Director of his appointor in such appointor's absence. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director. All appointments and removals of alternate Directors shall be effected by instrument in writing delivered at the registered office of the Company and signed by the appointor.

8. The holder or holders of a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at General Meetings of the Company by memorandum in writing signed by him or them and left at or sent to the registered office of the Company, or the Company in General Meeting may at any time or from time to time appoint any person to be a Director of the Company or remove any Director from office.
9. Regulation 84(1) of Table A shall be construed as if there had been added at the end thereof the following words:-

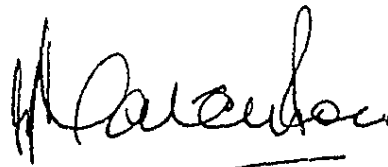
"and subject to such disclosure, a Director may vote in respect of any contract or arrangement in which he is interested, and he shall be reckoned for the purpose of constituting a quorum of Directors".

Regulation 84(2) of Table A shall not apply.
10. The proviso at the end of Regulation 79 of Table A shall not apply.
11. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. Any Director so appointed shall (subject to Regulation 88 of Table A as deemed to be amended by these Articles) hold office until he is removed pursuant to Article 8. Regulations 89 to 97 (inclusive) of Table A shall not apply.

DIVISIONAL, DEPARTMENTAL OR REGIONAL DIRECTORS

12. The Directors may from time to time appoint any person to be a Divisional Departmental or Regional Director and define, limit or restrict his powers and duties and determine his remuneration and the designation of his office and may at any time, subject to the terms of any contract entered into in any particular case, revoke any such appointment. A Divisional Departmental or Regional Director (notwithstanding that the designation of his office may include the word "Director") shall not by virtue of such office be or have power to act as a Director of the Company nor be entitled to receive notice of nor attend or vote at meetings of the Directors or any committee thereof nor be deemed to be a Director for any of the purposes of these Articles.

What is contained on this and the 16 preceding pages is a Print of the Memorandum and Articles of Association of the Company as altered and adopted respectively by Special Resolution passed on 7th January, 1985.

A handwritten signature in dark ink, appearing to read 'M. Anderson', written over a horizontal line.

Director.