

FILE COPY



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

Company No. 156106

The Registrar of Companies for Scotland hereby certifies that

P.C.T. Glasgow LTD.

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, Edinburgh, the 21st February 1995

J. HENDERSON

Registrar Of Companies



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

G

COMPANIES FORM No. 12

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

12

Please do not
write in
this margin

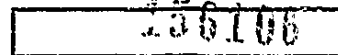
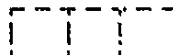
Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

For official use



Name of company

* P. C. T. GLOSSON LTD

* Insert full
name of company

I, LAURENCE MITCHELL
of 46 LODGEHEAD CRESCENT
NEWBORTHILL
MOTHERWELL ML1 5AP

† delete as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 CITY (HAMPERS)

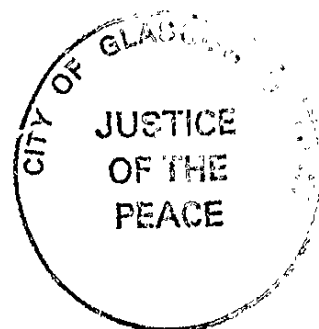
Declarant to sign below

L. Mitchell

the FIFTH day of FEBRUARY

One thousand nine hundred and NINETY FIVE
before me Reverend Stuart J. Macdonald

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



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

For official Use
New Companies Section

Post room



Certificate No. _____

The Companies Act 1985

156106

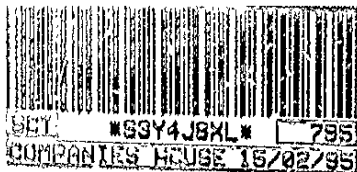
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING
A SHARE CAPITAL

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF

P.C.T. Glasgow Ltd



Incorporated the _____ day of _____ 19__



THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

P.C.T. Glasgow Ltd.

1. The name of the company (hereinafter called "the Company") is P.C.T. Glasgow Ltd.
2. The registered office of the Company will be situated in Scotland.
3. The objects for which the Company is established are:
 - A. To provide a confidential therapeutic counselling service.
 - B. To foster and support the concept of worker co-operation in its own affairs and in industry and commerce generally.
 - C. To carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously carried out by the Company in connection with or ancillary to any of the general business of the Company or is calculated directly to benefit the Company or enhance the value of or render profitable any of the Company's property or rights or is required by any customers of or persons dealing with the Company.
 - D. To purchase, take on lease or in exchange, hire otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patent rights, licences, secret processes, property of any kind necessary or convenient for the purpose of or in connection with the Company's business or any branch or department thereof.
 - E. To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, ways, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
 - F. To borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business, and for the purpose of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
 - G. To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- H. 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 or of its customers or other persons or corporations having dealings with the Company, or in whose business or undertakings the Company is interested, whether directly or indirectly.
- I. To receive money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations and contracts of customers and others.
- J. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- K. To invest and deal with the monies of the Company not immediately required for the purpose of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- L. 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 fully or partly paid up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- M. To enter in any partnership or joint-purse arrangement or arrangements for sharing profits, union of interests of co-operation or amalgamate with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company, and to acquire and hold, sell, deal with or dispose of shares, stock, or securities of any such company, and to guarantee the contracts or liabilities of, or payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- N. To establish or promote or concur in establishing or promoting any company the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interest of the Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such Company.
- O. To make any charitable donation either in cash or assets which the Company may deem expedient.

- P. To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on.
- Q. To sell, improve, manage, develop, turn to account, exchange, let or rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- R. To obtain, acquire and purchase all necessary permits, licences or trade marks required for the purpose of enabling the Company to carry on its said business upon such terms and conditions as it may think fit.

In carrying out the aforesaid objects the Company shall have regard to promoting the physical, mental and spiritual well-being of the community and especially those who participate in the activities of the Company by reason of employment in or purchasing from or selling to the Company and to assist people in need by any means whatsoever.

And it is hereby declared that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects and shall be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

- 4. The income and property of the Company whencesoever derived shall be applied solely toward the promotion of the objects of the Company as set out herein and no portion shall be paid or transferred directly or indirectly to the members of the Company except by way of payment in good faith of reasonable and proper wages, bonuses and repayments of expenses to any member or employee of the Company in return for any services actually rendered to the Company.
- 5. The liability of the members is limited.
- 6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding one pound (1)) to the Company's assets if it should be wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he/she ceased to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.
- 7. In the event of the winding up or dissolution the Liquidator shall first, according to law, use the assets of the Company to satisfy its debts and liabilities. Any balance of assets remaining must not be distributed amongst the members of the Company but shall be transferred by the Liquidator to such worker co-operative enterprises having objects similar or compatible with the objects of the Company

and which shall prohibit the distribution of its, or their income among its members to an extent at least as great as is imposed on the Company under clause (4) hereof; or such central fund maintained for the benefit of worker co-operative enterprises as may be determined by the members at or before the time of winding up or dissolution or in so far as the assets are not transferred shall be held for charitable purposes. This clause may only be changed by the unanimous vote of all members and Section 17 of the Act shall not apply.

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

SUBSCRIBERS

NAME

Terence Daly

ADDRESS

Terence Daly

Therapist

4 Garrioch Drive
Glasgow G40 8RS

Margaret Harkness

Margaret Harkness

Therapist

7 Springhill Road
Glasgow G76 8BT

Mary Kilborn

Therapist

Hillhead
12 Well Road
Bridge of Allan
FK9 4NR

Mary E Kilborn

~~Myra Grierson~~

~~Therapist~~

~~3 Havelock Street
Helensburgh G84 7HQ~~

Elke Lambers

Elke Lambers

Therapist

Bridgekeepers Cottage
Castlecary ⁴
Bonnybridge FK9 1TA

David Mearns

David Mearns

Therapist

Bridgekeepers Cottage
Castlecary ⁴
Bonnybridge FK9 1TA


Laurence Mitchell

Therapist

46 Loanhead Crescent
Newarthill
Motherwell ML1 5AP


Catherine Ritchie

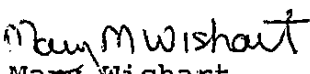
Therapist

80 Kirkcaldy Road
Pollokshields
Glasgow


Morna Rutherford

Therapist

57 Fergus Drive
Glasgow G20 6AH


Mary Wishart

Therapist

Bariston
79 Blairbeth Road
Burnside
Rutherglen G73 5BT

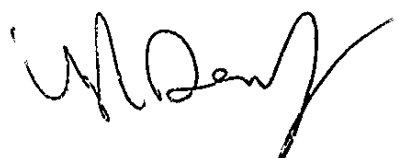
Dated this 12th day of February 1995.

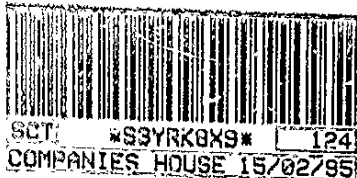
Witness to the above signatures:-

NAME
Hugh Donnelly

DESCRIPTION
Development Executive

ADDRESS
56 Baronald Drive
Glasgow G12 0HW





THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

P.C.T. Glasgow Ltd.

156106

1. In these Articles:-

"the Act" means the Companies Act 1985

"the Seal" means the Common Seal of the Company

"Secretary" means any person appointed to perform the duties of the secretary of the Company.

"the United Kingdom" means Great Britain and Northern

Ireland "employee" means a person for the time being employed by the Company or any subsidiary of the Company.

"General Council" means the Board of Directors of the Company; "Member of the General Council" shall be construed accordingly.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography and other modes of representing or reproducing words in a visible form. Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

2. Only employees of the Company may be members of the Company.
3. The provisions of Section 352 of the Act shall be observed by the Company and every member shall either sign a written consent to become a member or sign the Register of Members (as vouching such consent) on becoming a member.
4. The General Council shall procure that each members' contract to which the Company or any subsidiary of the Company is a party contains terms and conditions to the following effect:-
 - a) the contracted supplier/proposed member must serve such probationary period (not exceeding one year from commencement of employment) as the General Council may prescribe on the basis that unless his/her performance is satisfactory, his/her contract, and hence proposed membership, will automatically come to an end on expiry of that period, without compensation.
 - b) within one year after commencement of his/her contract with the Company or (as the case may be) the subsidiary of the Company, the contracted supplier must become a member of the Company failing which his/her contract with the Company (or, as the case may be) with the subsidiary shall automatically cease without compensation.
 - c) his/her contract with the Company (or, as the case may be the subsidiary) will cease without compensation on his/her ceasing to be a member of the Company.

An contracted supplier of the Company or of its subsidiary shall not be eligible for membership until expiry of such trial/probationary period (not exceeding one year) as may be specified in his/her contract

5. A member shall cease to be a member if he or she:
 - (a) ceases to be a contracted supplier of the Company for reason whatsoever.
 - (b) resigns in writing to the Secretary.

GENERAL MEETINGS

6. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it providing that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting shall be held within eighteen months of incorporation.
7. Ordinary General Meetings of the Company shall be held at quarterly intervals, but the Company in General Meeting may decide to hold a General Meeting more or less frequently.
8. The General Council or ten percent of the members for the time being may whenever they think fit convene an Extraordinary General Meeting of the Company.. The notice of such a meeting must be given in accordance with Article 11 below and must state the objects of the meeting.
9. An Annual General Meeting, an Ordinary General Meeting or an Extraordinary General Meeting shall constitute a General Meeting of the Company.
10. Decisions at General Meetings shall be made by passing resolutions. Decision involving an alteration of the Memorandum and Articles of Association of the Company and other decisions so required from time to time by statute shall be made by special resolution.

A special resolution is one which (21 days notice of the meeting and of the intention to propose it as a special resolution) is passed by a majority of not less than three-fourths of such members as being entitled to do so vote in person on the resolution at a General Meeting. All other decisions shall be made by ordinary resolution requiring a simple majority.

NOTICES

- 11(a) An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice. Any other General Meeting shall be called by fourteen days' notice at least.
- (b) In the case on an Annual General Meeting or a meeting called for the passing of a special resolution notice shall be

given in writing to every member of the Company and to such persons as are entitled to receive notice by virtue of statute or sub-clause (d) below and shall be given personally or by sending it by post to him/her at the address entered against his/her name in the Register of Members or at any other address given by him/her for this purpose within the United Kingdom.

- (c) In the case of a General Meeting other than described in (b) above the Company in General Meeting may decide either to give pursuant to the provisions of (b) above or subject by displaying the notice in such prominent positions at such place of work of the Company as the Company in General Meeting shall decide.
- (d) The auditors of the Company shall receive notice of all General Meetings.
- (e) The Company in General Meeting may decide from time to time to invite by notice any person to a General Meeting of the Company.
- (f) Notice shall be exclusive of the day on which it is served or given and shall specify the place and exact time of the meeting, the general nature of the business to be raised thereat, and, where a special resolution is to be proposed, the exact terms of the resolution.
- (g) Where notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice and to have been effected at the expiration of forty-eight hours after notice has been posted.
- (h) The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

PROCEEDING AT GENERAL MEETINGS

- 12. Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
- 13. No business shall be transacted at a General Meeting unless a quorum of members is present. Fifty percent of the membership for the time being shall be the quorum.
- 14. If within half an hour from the time appointed for the meeting a quorum is not present it shall stand adjourned to the same time and same place, or otherwise as the Company in General Meeting may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
- 15. Each General Meeting shall elect a Chairperson whose function will be to conduct the business of the meeting in an orderly manner.

16. The Chairperson may with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and place to place but no business shall be transacted at an adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.
17. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the show of hands, demanded by:-
 - (a) the Chairperson
 - (b) by at least one member present in person.

Unless a poll be so demanded a declaration by the Chairperson that a resolution has been carried or lost and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
18. If a poll is duly demanded it shall be taken by secret ballot in such manner as the Chairperson of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
19. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being still be as valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in the like form, each signed by one or more members.
20. Votes may only be given personally and no member shall have more than one vote.

GENERAL COUNCIL

21. Unless otherwise determined by the Company in General Meeting the number of members of the General Council shall not be less than two nor more than... .
22. A person shall not be eligible to hold office as a member of the General Council unless he/she is a member of the Company.
23. A member of the General Council shall, subject to Article 27 below, hold office until the next Annual General Meeting following his/her appointment.
24. On expiration of the period of office for which he/she was elected a General Council member shall be eligible for re-election.
25. At each Annual General Meeting the members present, shall elect individually out of those members of the Company willing so to act, the General Council members to hold

office until the following Annual General Meeting.

26. A General Council member shall not vote in respect of any contract in which he/she is directly or indirectly interested or any matter arising therefrom and if he/she does so vote his/her vote shall not be counted except that nothing in this Article shall prevent a member of the General Council voting in respect of his/her own contract of employment.
27. The office of a member of the General Council shall be vacated if:-
- (a) He/she resigns his/her office in writing to the Company.
 - (b) He/she ceases to be a member of the Company for any reason whatsoever.
 - (c) He/she fails to declare his/her interest in any contract as referred to in Article 26.
 - (d) He/she is absent from three successive meetings of the General Council without the permission of the General Council and the General Council resolves by a majority that the office is to be vacated.
 - (e) He/she becomes bankrupt or of unsound mind.
 - (f) He/she is removed from office by resolution of the Company in General Meeting (in accordance with section 303 of the Act).

POWERS AND DUTIES OF THE GENERAL COUNCIL

28. The business of the Company shall be managed by the General Council who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company and do all such acts on behalf of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting.
29. No regulation made by the Company in General Meeting shall invalidate any prior acts of the General Council which have been valid had that regulation not been made.
30. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the General Council shall from time to time by resolution determine.
31. Without prior prejudice to its general powers the General Council may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

PROCEEDINGS OF THE GENERAL COUNCIL

32. Members of the General Council may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the General Council shall refer the matter to a General Meeting; the Chairperson of the General Council Meeting shall have no casting vote.
33. A General Council member may, and the Secretary shall on the requisition of a General Council member, summon a meeting of the General Council at any reasonable time.
34. The quorum necessary for the transaction of business of the General Council shall be two.
35. If the General Council shall at any time be reduced in number to less than the minimum prescribed in these Articles, it may act as the General Council for the purpose of filling up vacancies in their body or summoning a General Meeting of the Company but no other purpose.
36. At each meeting of the General Council the General Council shall choose one of its number present to be Chairperson for that meeting.
37. The General Council shall cause proper minutes to be made of the proceedings of all meetings of the Company, of the General Council and any sub-committees and of all business transacted at such meetings. All such minutes shall be open to inspection by any member of the Company during his/her normal working hours and by any other person authorised by the Company in General Meeting.
38. A resolution in writing signed by all General Council members for the time being who are entitled to vote shall be as valid and effectual as if it had been passed at a meeting of the General Council and may consist of several documents in like form signed by one or more General Council members.
39. The General Council may delegate any of its powers to sub-committees consisting of such members of the Company as it thinks fit. Any sub-committee so formed shall conform to any regulations that may be imposed on it by the General Council.

SECRETARY

40. The Secretary shall be appointed or removed by the General Council.
41. Anything which has to be done by or to a General Council member and the Secretary shall not be done by one person acting in both capacities.

THE SEAL

42. The General Council shall provide for the safe custody of

the Seal which shall only be used by the Authority of the General Council acting on behalf of the Company and in accordance with the requirements of Section 36B of the Act.

ACCOUNTS

43. The General Council shall cause proper books of account to be kept with respect to:-

- (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
- (b) All sales and purchases of goods by the Company, and
- (c) The assets and liabilities of the Company.

Proper books shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

44. The books of account shall be kept at the registered office of the Company or at such other places as the General Council think fit, and shall always be open to the inspection of all members of the Company during their working hours and by such other persons authorised by the company in General Meeting.
45. The General Council shall from time to time in accordance with their statutory obligations cause to be prepared and laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are required by statute.
46. In addition the General Council shall, following the first General Meeting, prepare and present the members with such regular trading accounts showing as far as is possible the current financial results of the Company as the Company in General Meeting shall require to be laid before them.
47. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report, shall, not less than twenty-one days before the date of the meeting, be sent or delivered to every member, the Auditors and every holder of loan stock or debentures of the Company. Provided that this article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debenture.

AUDIT

48. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
49. Auditors shall be appointed and their duties regulated in accordance with Sections 384 to 392 of the Act.

PROFIT OF THE COMPANY

50. The profits of the Company shall be applied as follows, in proportions and in such manner as the Company in General Meeting shall decide from time to time:-
- a. Firstly, to a general reserve for the continuation and development of the Company.
 - b. Secondly, as a bonus to members.
 - c. Thirdly, to make payments for social and charitable objects as provided in Clause 3 of the Memorandum of Association.

DISSOLUTION

51. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.
52. The provisions of Article 51 and of this Article may only be changed by the unanimous vote of all members.

SUBSCRIBERS

NAME

ADDRESS

Terence Daly

Therapist

4 Garrioch Drive
Glasgow G40 8RS

Margaret Harkness

Therapist

7 Springhill Road
Glasgow G76 8BT

Mary Kilborn

Therapist

Hillhead
12 Well Road
Bridge of Allan
FK9 4DR

~~Myra Grierson~~

~~Therapist~~

~~3 Havelock Street
Helensburgh CB4 7HQ~~

Elke Lambers

Therapist

Bridgekeepers Cottage
Castlecary
Bonnybridge FK9 1TA

David Mearns

Therapist

Bridgekeepers Cottage
Castlecary
Bonnybridge FK9 1TA

Laurence Mitchell

Therapist

46 Loanhead Crescent
Newarthill
Motherwell ML1 5AP

Cathy Ritchie
Catherine Ritchie

Therapist

80 Kirkcaldy Road
Pollokshields
Glasgow

Morna Rutherford
Morna Rutherford

Therapist

57 Fergus Drive
Glasgow G20 6AH

Mary M. Wishart
Mary Wishart

Therapist

Bariston
79 Blairbeth Road
Burnside
Rutherglen G73 5BT

Dated this *12th Jan* day of *January* 1995.

Witness to the above signatures:-

NAME
Hugh Donnelly
Drive

DESCRIPTION
Development Executive

ADDRESS
56 Baronald
Glasgow G12 0HW

H Donnelly



COMPANIES HOUSE

10

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

This form should be completed in black.

Company name (in full)

CN

156106

For official use

☐

P. C. T. GLOSSOW LTD

Registered office of the company on
incorporation.

RO

40 KELVINGROVE STREET

Post town

GLASSOW

County/Region

STRATHCLYDE

Postcode

G3 7RZ

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



Name

HUGH DONNELLY

RA

S. C. D. C

GLIMPHARTON BUSINESS CENTRE

Post town

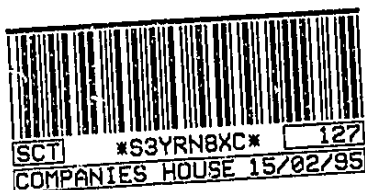
GLASSOW

County/Region

STRATHCLYDE

Postcode

G40 1DA



Number of continuation sheets attached



To whom should Companies House
direct any enquiries about the
information shown in this form?

0800 7 2306

Postcode

Telephone

081 554 3797

Extension

Company Secretary (See notes 1 - 5)

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature**Directors** (See notes 1 - 5)*Please list directors in alphabetical order.*

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature**CS**

TERENCE

DAY

N/A

N/A

AD

14 GARRIOCH DRIVE

Post town

GLASGOW

County/Region

STRATHCLYDE

Postcode

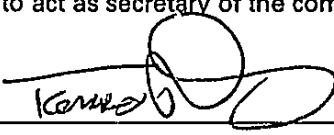
G20 8RS

Country

SCOTLAND

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

Signed



Date

12/1/95

CD

LAURENCE

MITCHELL

N/A

N/A

AD

46 LOONHEAD CRESCENT

NEWARTHILL

Post town

MOTHERWELL

County/Region

STRATHCLYDE

Postcode

ML1 5AP

Country

SCOTLAND

DO

19/03/42

Nationality

NA

U.K.

OC

THERAPIST

OD

NONE

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

Signed



Date

12/1/95

Directors (continued)

(Sections 1-5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

MARY
KILBORN

AD

HILLHEAD

12 WELL ROAD

Post town BORDIE OF ALLAN

County/Region CENTRAL

Postcode FK9 4DR

Country SCOTLAND

DO 20 12 43

Nationality NA UK

OC THERAPIST

OD NONE

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

Signed

Mary E Kilborn

Date

12/1/95

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers

Date

12/1/95

Delete if the form
is signed by an
agent on behalf of
all the subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date