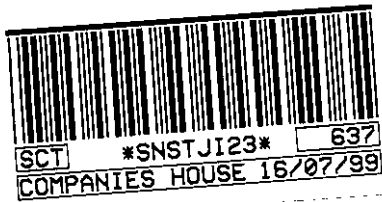


AG3962Da/99  
MR/JSR/AJG/MI3287D

Number - 195857



THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

of

RIVERSIDE ENGINEERING SERVICES LIMITED\*

(Adopted by Special Resolution passed on 13<sup>th</sup> July, 1999)

PRELIMINARY

1. The Regulations of the Company shall be those contained in Table A specified in Statutory Instrument 1985 No. 805 as amended by Statutory Instrument 1985 No. 1052 save insofar as they are excluded or modified hereby or inconsistent herewith and said Table A is hereinafter referred to as "Table A".
2. Regulations 8, 24, 64, 73 to 75, 94 to 97 (inclusive), 101 and 118 of Table A, and all references therein to the retirement of directors by rotation, shall not apply to the Company.

SHARES

3. The Share Capital of the Company is £100,000 divided into 100,000 Ordinary Shares of £1 each (hereinafter referred to as "Ordinary Shares").
4. Regulation 5 of Table A shall be amended by adding the words "provided that the Company shall be bound to recognise the trust capacity of persons in respect of whom Shares are entered in the Register of Members of the Company in the names of persons as trustees under a trust to which the Trusts (Scotland) Act 1921 applies and any Deed of Assumption and Conveyance or Minute of Resignation by any such persons shall be recognised by the Company as effecting the purposes therein contained".

CLASS RIGHTS

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\* Name of Company changed by Written Resolution of the Members of the Company dated 13<sup>th</sup> July 1999

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CLASS RIGHTS

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\* Name of Company changed by Written Resolution of the Members of the Company dated 13<sup>th</sup> July 1999

5. Whenever the Share Capital of the Company is divided into different classes of Shares, the rights attached to any class of Share may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holder or holders of three-fourths of the issued Shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate Meeting of the holders of the Shares of that class, but not otherwise. To every such separate Meeting, all the provisions of these Articles relating to General Meetings of the Company or to the proceedings thereat shall *mutatis mutandis* apply, except that the holders of Shares of the class shall on a poll (which may be demanded by any holder of Shares of the class present in person or by proxy) have one vote in respect of every Share of the class held by them respectively.

#### ALLOTMENT OF SHARES

6. All unissued Shares (original and increased) forming part of the Share Capital of the Company shall be at the disposal of the Directors, and the Directors are, for the purposes of Section 80 of the Act, authorised by this Regulation to allot, issue, grant options over, or otherwise deal with or dispose of the same to such persons and at such times and on such terms and conditions as they think proper, but the authority given to the Directors in this Regulation shall terminate on the date five years from the date of the adoption of these Regulations as the Articles of Association of the Company or during any further period of renewal of authority conferred by this Article, whichever is the later.

#### LIEN

7. The Company shall have a first and paramount lien on every Share for (i) all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share and (ii) for all moneys presently payable by the registered holder thereof or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a Share shall extend to all rights attaching thereto and all dividends and sums payable thereon.

#### TRANSFER OF SHARES

8. All transfers of Shares must
  - (a) be lodged at the Registered Office or such other place as the Directors may appoint and be accompanied by the certificate for the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and
  - (b) be in respect of one class of Shares only, and

- (c) be in favour of not more than one transferee.

Any direction (by way of renunciation, nomination or otherwise) by a Member entitled to an allotment of Shares to the effect that such Shares or any of them be allotted or issued to or registered in name of some person other than himself shall for the purpose of these Articles be deemed to be a transfer of Shares.

9. Subject to the provisions of regulation 10, the following provisions shall apply to all transfers of Shares:-

- (a) Any Member proposing to transfer any Shares must give prior written notice to the Company specifying the proposed transferee, the number of Shares proposed to be transferred and in the case of a sale the proposed price per Share, or in the case of any other transfer, the amount which in his opinion constitutes the value per Share. The holders of the remaining Shares of the same class shall have the right to purchase all (but not only some of) such Shares either at the said proposed price or stated value per Share or the market value per Share fixed by an independent expert as specified in paragraph (c) below.

For the purposes of these Articles the Member proposing to transfer any Shares is called "the Vendor"; the prior written notice he must give is called a "Transfer Notice"; the Shares the Vendor proposes to transfer as specified in a Transfer Notice are called "the Offered Shares", and the other Member or Members purchasing such Shares is/are called "the purchasing Member(s)".

A Transfer Notice authorises the Company to sell all (but not only some of) the Offered Shares to the purchasing Member(s) as agent of the Vendor, either at the price or value per Share specified in the Transfer Notice or at the market value per Share fixed by the independent expert as specified in paragraph (c) below. Unless all the other Members holding Shares of the same class as those to which a Transfer Notice relates so agree, a Transfer Notice cannot be withdrawn.

- (b) The Offered Shares shall first be offered to the Members (other than the Vendor) holding Shares of the same class as nearly as may be in proportion to the number of Shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called an "Offer Notice") within seven days after the receipt by the Company of the Transfer Notice.

The Offer Notice shall state the proposed transferee and the price or value per Share specified in the Transfer Notice and shall be open for

written acceptance only for a period of fourteen days from its date, provided that (i) if a certificate of valuation is requested under paragraph (c) below the offer shall remain open for such written acceptance for a period of fourteen days after the date on which notice of the market value certified in accordance with that paragraph is given by the Company to the Members and (ii) if by the expiry of the said relevant period, acceptances have not been received for some of the Offered Shares so that under paragraph (d) below they are to be offered to the holders of Shares of the other class, such Shares shall be offered to the holders of the other class within seven days, and such offers shall be open for acceptance for similar periods of 14 days.

For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company.

The Offer Notice shall further invite each Member holding Shares of the same class to state in his reply the number of additional Shares (if any) in excess of his proportion which he desires to purchase and if all such Members do not accept the offer in respect of their respective proportions in full the Shares not so accepted shall be used to satisfy the claims for additional Shares as nearly as may be in the proportion to the number of Shares already held by the claimants respectively, provided that no Member shall be obliged to take more Shares than he shall have applied for.

If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

- (c) Any Member holding Shares of the same class may, not later than seven days after the date of the Offer Notice, serve on the Company notice in writing requesting that the market value of the Offered Shares be fixed by an independent Chartered Accountant (who may be the Auditor or Auditors of the Company) mutually chosen by the Vendor and the Member or failing agreement as to such choice nominated on the application of either party by the President for the time being of the Institute of Chartered Accountants of Scotland. Such Accountant (hereinafter called "the Valuer") shall be deemed to act as an expert and not as an arbiter and his determination of the market value shall be on the basis of a sale by a willing vendor to a willing purchaser without any premium or discount to reflect the fact that the Shares represent a majority or minority holding, and valuing the Shares on the basis that the Company is a going concern. The Valuer's said determination shall be final and binding for all purposes hereof. The Valuer shall certify his opinion of the market value of the Offered

Shares in writing signed by him. The Valuer's costs shall be borne equally between the Vendor and the Member in question. On receipt of the Valuer's certificate the Company shall by notice in writing inform all Members holding Shares of the relevant class (including the Vendor) of the market value of the Offered Shares and of the price per Share (being the lower of the price or value specified in the Transfer Notice and the market value of each Share) at which the Offered Shares are offered for sale. For this purpose the market value of each of the Offered Shares shall be the market value of the Offered Shares certified as aforesaid divided by the number of the Offered Shares.

- (d) If purchasing Member(s) shall not be found for all the Offered Shares among the holders of Shares of the same class, the remaining Shares shall be offered to the holders of Shares of the other class on the same terms and conditions mutatis mutandis as herein provided.
- (e) If purchasing Member(s) shall be found for all (but not only some of) the Offered Shares within the relevant period specified in paragraph (b) above, the Company shall not later than seven days after the expiry of such period give notice in writing (hereinafter called a "Sale Notice") to the Vendor specifying the purchasing Member(s) and the Vendor shall be bound upon payment of the price due in respect of all the Offered Shares to transfer the same to the purchasing Member(s).
- (f) If the Vendor shall fail to sign and deliver a valid transfer of any of the Offered Shares which he has become bound to sell pursuant to the foregoing provisions the Secretary of the Company or if the Secretary shall be the Vendor, any Director of the Company other than the Vendor, shall be deemed to have been appointed agent of the Vendor with full power to complete, execute and deliver in the name and on behalf of the Vendor, transfers of the Shares to be sold by him pursuant to these provisions, and to receive payment of the price on his behalf, and to give a valid receipt and discharge therefor.

The Directors shall register any transfer granted in pursuance of these powers notwithstanding that the Certificate or Certificates for the Offered Shares may not be produced with such transfer or transfers and after the purchasing Member(s) has/have been registered in exercise of these powers, the validity of the proceedings shall not be questioned by any person.

- (g) If no Sale Notice shall be given by the Company to the Vendor within the time limit specified in paragraph (b) above, or if purchasers are not found for all the Offered Shares, the Vendor shall be entitled, for a period of thirty days after the expiry of such time limit, to transfer the Offered Shares to the proposed transferee specified in the Transfer Notice but in the case of a sale, at not less than the lower of the price

stated in the Transfer Notice and the market value if this has been fixed by the Valuer, and the Directors shall register such transfer(s).

- (h) Any purported transfer of Shares by any Member not preceded by a Transfer Notice given in accordance with the foregoing provisions, shall be of no effect unless the other Members shall have validly waived their rights in writing, and no such purported transfer shall be registered by the Directors.
10. The Directors shall, subject to regulation 8., register the transfer or, as the case may be, transmission of any Share:-
- (i) to a member of the family of a Member or deceased Member;
  - (ii) to any person or persons acting in the capacity of trustee or trustees of a trust created by a Member (by deed or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this regulation only if such shares are to be held upon the terms of the trust) provided that there are no persons beneficially interested under the trust other than the Member or members of his family, and the voting rights conferred by any such shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the trust or the Member or members of his family and also the Directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the Member or members of his family;
  - (iii) by the trustee or trustees of a trust to which sub-paragraph (ii) above applies to any person beneficially interested under the trust being the Member or a member of his family.

For the purpose of this regulation:-

- (i) The word "Member" shall not include a person who holds shares only in the capacity of trustee, executor or legal personal representative or trustee in bankruptcy but shall include a former Member in any case where the person concerned ceased to be a Member as a result of the creation of the relevant trust; and
  - (ii) The words "a member of the family of a Member" shall mean the husband, wife, widow, widower, child and remoter issue (including a child by adoption), parent (including adoptive parent), brother and sister (whether of the full or half blood and including a brother or sister related by adoption) and child and remoter issue of any such brother or sister (including a child by adoption), of the Member.
11. In the event that any Member dies, their executors, trustees or other legal representatives shall be entitled to have recorded in the Register of Members

of the Company their interest in the Shares held by the Member immediately prior to his death.

12. To the end of Regulation 29 of Table A there shall be added "provided that nothing in this Regulation shall apply to Shares held by two or more persons as trustees under a trust to which the Trusts (Scotland) Act 1921 applies".

#### NUMBER OF DIRECTORS

13. The number of the Directors may be determined by Ordinary Resolution of the Company, but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have the authority to exercise all the powers and discretions by these Articles or Table A expressed to be vested in the Directors generally, and regulation 89. of Table A shall be modified accordingly.

#### BORROWING POWERS

14. The Directors, without prejudice to their general powers, may in the name and on behalf of the Company and from time to time at their discretion borrow from themselves or from others any sum or sums of money for the purposes of the Company without limit as to amount and mortgage or charge the undertaking, property and uncalled Capital of the Company or any part thereof as security for any debt, liability or obligation of the Company or of any third party and that upon such terms and in such manner as they think fit.

#### PROCEEDINGS OF DIRECTORS

15. Each of the Directors shall be entitled to one vote at any meeting of the Directors or of any committee of the Directors. Said votes shall be in addition to the vote of the chairman of the board of Directors.
16. A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
17. Each Director shall, unless prevented by unforeseen circumstances, attend every meeting of the Directors.

#### THE SEAL



18. (a) If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.
- (b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

#### INDEMNITY

19. (a) Every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this regulation shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (b) The Directors shall have power to purchase and maintain for any Director, officer or auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.

The Companies Act 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

RIVERSIDE ENGINEERING SERVICES LIMITED\*

- \*1. The name of the Company is RIVERSIDE ENGINEERING SERVICES LIMITED.
2. The Registered Office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:

\*\* (1) To carry on all or any businesses of marine, general and electrical engineers, manufacturers, designers, assemblers, importers, exporters, repairers, installers, maintainers, hirers, letters on hire, distributors, and agents for the sale of, and dealers in electrical goods, engineering and electrical equipment, plant, machinery, components, accessories, electrical appliances and supplies of every description, tools, jigs, dies and fixtures of all kinds, engineering and electrical consultants, production planners, prototype designers, draughtsmen and technicians, cable jointers, heating, lighting, radio and television engineers, designers, distributors, factors, manufacturers and merchants of, and dealers in mouldings, shapings, weldings, pressings, assemblies, repetition work and machined castings, metal foundries, converters and moulders, millwrights, metallurgists, boilermakers, smiths and fitters, wiredrawers, tube makers, tinsmiths, sheet metal manufacturers, workers and dealers, tinnermen, galvanisers, platers, annealers and enamellers, plastic workers and moulders, motor, mechanical, telecommunication, electrical, heating, ventilating, structural and civil engineers; to buy, sell, manufacture, repair, alter, manipulate and otherwise deal in vehicles, plant, machinery, fittings, furnishings and implements, tools, materials, products, articles and things capable of being used for the purpose of the foregoing businesses of any of them, or likely to be required by customers of or persons having dealings with the Company.

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\* The Company Name changed by Written Resolution of the Members of the Company dated 13<sup>th</sup> July 1999.

\*\* Amended by Written Resolution of the Members of the Company dated 13<sup>th</sup> July 1999.

- (2) To carry on any other businesses or trades which can be advantageously or conveniently carried on by the Company by way of extension of or in connection with the objects outlined in Clause 3.(1) or which are calculated directly or indirectly to benefit the Company or to enhance the value or render more profitable any of the Company's property or rights.
- (3) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company 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.
- (4) To purchase, feu, construct, acquire, maintain, improve, take in exchange or on lease or hire, and use for any purpose of the Company, any lands and buildings, machinery, plant, stock-in-trade, apparatus, concessions and other property, rights, privileges, servitudes, easements and interests, goodwill and other rights of whatever kind, heritable and moveable, real and personal, which may be deemed necessary or convenient for such purposes, or any of them, and to hold, exercise, develop, improve and promote the uses of the same.
- (5) To build, construct, carry out, lay down, maintain, improve, manage, work, control and superintend, pull down and remove or replace, any factories, mills, offices, houses or buildings, roads and other works and services, which may seem, directly or indirectly, conducive to any of the Company's objects and to contribute to, subsidise, or otherwise assist or take part in such operations.
- (6) To apply for or join in applying for or otherwise acquire any Letters Patent, patent rights or inventions, brevets d'invention, licences of any kind, concessions, secret processes, registered designs, unregistered designs, trade marks, or the like, which may appear to be useful to the Company, and to register, protect, prolong, renew, exercise, develop, grant licences under, use, manufacture under, or turn to account the same by merchandising or otherwise, and also to acquire, use and register trade marks and trade names in relation to any business for the time being carried on by the Company or which the Company is authorised to carry on or engage in.
- (7) To promote or concur in establishing or promoting any company for the purpose of carrying on any business which the Company is authorised to carry on or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

- (8) To subscribe for, take, or otherwise acquire, and hold shares, stock, debentures, or other securities of any other company having objects altogether or in part similar to those of the Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.
- (9) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, 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.
- (10) To pay for any property or rights acquired by the Company and to remunerate any person or company in cash, by instalments, or in shares or other securities of the Company, whether credited as paid up in part or in full or otherwise, and whether with or without special rights as to dividend or repayment of capital, or partly in one mode and partly in another, and generally on such terms as may be agreed upon.
- (11) To vest any property, rights or interest heritable or moveable, real or personal, acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.
- (12) To sell, feu, exchange, lease, hire, mortgage, pledge, transfer, turn to account or otherwise deal with or dispose of the whole or any part of the businesses, undertaking, property or assets, of the Company or any right over or any interest in the same in such manner, upon such terms, including payment in cash or in shares, or debentures, or other securities of any other company or person, and subject to such conditions as the Company may think proper.
- (13) To invest and deal with the available moneys of the Company in any manner.
- (14) To lend and advance money or give credit with or without security to any company or person upon such terms as may be resolved and to transact any of the business of a banker which may seem to the Company expedient.
- (15) To guarantee and grant security for the payment of any moneys or the performance of any contracts, liabilities, duties, obligations, or engagements of any company or person, and to become liable or

responsible for money, and to undertake obligations of every kind and description, upon such terms as the Company may consider desirable.

- (16) To indemnify and secure any company or person against debt or liability incurred or undertaken for behoof of the Company or against any costs, losses or expenses in connection with the business or the affairs of the Company.
- (17) To receive money on deposit, and to raise or borrow money with or without security.
- (18) To secure the repayment of any money deposited with, or raised or borrowed by, the Company, and to secure the performance or implement of any guarantee, undertaking, indemnity or other obligation of whatever kind entered into by the Company or by any other person or company in every such case in such manner and on such terms as may seem expedient, including the issue or granting of bonds, standard securities, floating charges, bills, promissory notes, mortgages, loan stock, debentures or debenture stock perpetual or otherwise and charged or not charged upon the whole or any part of the Company's property and its uncalled capital for the time being and that at such rate of interest and repayable in such manner as may be deemed expedient, and to renew, re-issue, redeem or pay all or any of such securities.
- (19) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable documents.
- (20) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for any charitable or benevolent objects or for any exhibition or for any public, general or useful object and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

- (21) To distribute among the members of the Company in specie any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (22) To do all such things as are incidental or conducive to the attainment of the above objects and to carry out the objects of the Company as principals, agents, contractors, trustees or otherwise and by or through agents, trustees or otherwise and either alone or in conjunction with others.

Declaring that the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere; and that the objects specified in each paragraph of this Clause shall be deemed separate objects and shall (except where otherwise expressed in such paragraph) 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 liability of the members is limited.

5. The Share Capital of the Company is £100 divided into 100 Shares of £1 each.

I, the individual whose name and address is subscribed, consent to be formed into a company in pursuance of this Memorandum of Association, and I agree to take one Share in the Capital of the Company.

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Name, Address and Description of Subscriber  
(to be completed as required)

Number of Shares taken

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Signed: Iain H Hutcheson

Iain Henderson Hutcheson  
60 Riverside Road,  
Wormit,  
Newport-on-Tay,  
Fife,  
DD6 8LJ.

ONE

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Dated at Dundee the 23<sup>rd</sup> day of April, 1999

Witness to the above Signature: J S Robertson

John Stewart Robertson,  
Solicitor,  
50 Castle Street,  
Dundee,  
DD1 3RU.