THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
(as adopted as at 4th January 1988)

of

RICHARD AUSTIN ALLOYS LIMITED

GENERAL

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 set out in Statutory Instrument 1985 No. 805 as amended by Statutory Instrument 1985 No. 1052 (hereinafter referred to as "Table A") shall apply to and shall be the regulations of the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and Regulation 1 of Table A, as it applies to and is a regulation of the Company, shall apply for the purposes of the interpretation of these presents.

2. The Regulations numbered 5, 40, 41, 65 to 69 inclusive, 73 to 77 inclusive, 80, 82, 83, 87, 94 to 98 inclusive and 102 of Table A shall not apply to the Company and the following Regulations shall be modified:-

Regulation 3 so that the words "provided by the articles" shall be held to be delete and there shall be inserted in lieu thereof the words "specified in the articles or as the Company before the allotment of the shares may by special resolution determine".

Regulation 6 so that the words "and bear autographic signatures of at least two directors or one director and the secretary" shall be inserted after the words "Every certificate shall be sealed with the seal".

Regulation 10 so that the words "Neither the purchaser nor, if a different person, the transferee shall be bound to see to the application of the purchase money and" shall be inserted immediately before the words "The title".

Regulation 11 so that the words "thereof as determined by the directors" be inserted after the word "costs".

Regulation 15 so that the words "in whole or in part" shall be inserted after the words "remains unpaid".

Regulation 18 so that there shall be added to the end of the first sentence thereof the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

Regulation 24 so that the first sentence thereof and the words "They may also" shall be held to be delete and there are inserted in lieu thereof the words "The directors may".

Regulation 37 so that the words "or any member" shall be held to be delete.

Regulation 38 so that the words "or a resolution appointing a person as a director" shall be held to be delete.

Regulation 59 so that the second sentence thereof shall be held to be delete.

Regulation 64 so that the words in parenthesis shall be held to be delete.

Regulation 78 so that the words "Subject as aforesaid" and the words from and including the word "and" to the end of the Regulation shall be held to be delete.

Regulation 79 so that the second and third sentences thereof shall be held to be delete.

Regulation 81 so that the year 1960 in sub-paragraph (c)(i) shall be held to be delete and there shall be inserted in lieu thereof the year "1984".

Regulation 84 so that the last sentence thereof shall be held to be delete.

Regulation 85 so that there shall be added at the end thereof the following additional sub-paragraph

"(d) may vote on, and be counted in the quorum present at a meeting in relation to, a resolution relating to or touching upon any such transaction, arrangement or body corporate".

Regulation 89 so that the second sentence thereof shall be held to be delete.

Regulation 93 so that the words from and including "but a resolution" to the end of the Regulation shall be held to be delete.

SHARE CAPITAL

3. The Share Capital at the date of adoption of these Articles is £42,500 divided into 42,500 Ordinary Shares of £1 each.

4. If at any time the Share Capital is divided into different classes of shares the rights conferred on the holders of any class of shares shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

PRIVATE COMPANY

5. The Company is hereby declared to be a private Company and no invitation shall at any time be made to the public to subscribe for any shares or debentures of the Company.

6. The Company shall not have power to issue share warrants to bearer.

SHARES

7. For the purposes of Section 80 of the Act (as such Section may be modified or re-enacted) the Directors are generally and unconditionally authorised at any time and from time to time during the period of five years commencing on the date of incorporation of the Company or, in the event that these Articles of Association shall have been adopted after the said date of incorporation, commencing on the date of such adoption, to exercise all powers of the Company to allot Relevant Securities (within the meaning of said Section 80) provided that the foregoing authority shall be exerciseable with respect to Relevant Securities having a nominal value of not more than £42,500 in aggregate.

8. Subject to the provisions of Article 7 hereof, and unless otherwise determined by Ordinary Resolution of the Company all or any unissued shares shall before issue be offered to the members holding Ordinary Shares in proportion as nearly as circumstances admit to their existing holding of such shares. Any such offer shall be made by notice in writing specifying the number of shares comprised in the offer and specifying a date (being not less than fourteen days after the date of the offer) after which the offer, if not by then accepted, will be deemed to have been refused. The offer shall indicate that a member may accept in respect of a lesser number of shares than those comprised in the offer and shall also include notification to the effect that a member to whom the offer is made who desires an allotment of shares in excess of the number of shares comprised in the offer should within twenty one days from the date of the offer state how many excess shares he desires to have. If one or more of the members to whom the offer is made do not accept the offer in respect of all the shares offered to them, the shares in respect of which no acceptance is received (the "excess shares") shall be applied in satisfying any request or requests for excess shares. In the event of the excess shares being insufficient in number to satisfy all the requests received for excess shares such request or requests for excess shares shall be satisfied to an extent in proportion as nearly as circumstances admit to the then existing holding of Ordinary Shares of the members making such request. If any shares are not taken up by the existing members in accordance with the provisions of this Article then the Directors may dispose of such shares to such persons and on such terms and conditions as they deem desirable and without prejudice to the foregoing generality they may allot such shares in payment of property sold or transferred or for services rendered to the Company or for such other consideration as the Directors may think fit and the shares so allotted may be issued as, and shall be deemed to be, partly paid up or fully paid up shares.

The provisions of Sections 89(1) and 90(1) to (6) of the Act (as the same may be modified or re-enacted) are hereby expressly excluded.

TRUSTS

9. The Company shall be entitled, but shall not be bound, to accept and, in the event of acceptance, shall be entitled to record in such manner as it may think fit, notices of any trusts in respect of any shares of the Company. Notwithstanding any such acceptance and/or the making of any such record, 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 purposes of this provision "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the holder thereof.

TRANSFER OF SHARES

10. A fully paid share of any class may be transferred:-

(i) by a member or, subject to Article 11(j) hereof, by the legal personal representative of a member to the spouse or to any of the issue of that member or to a trust under which there are no beneficiaries other than the member and such spouse and issue; or

(ii) by the Trustees in a Trust which is a member of the Company to a beneficiary under such Trust in pursuance of either the powers or the obligations of such Trustees in terms of such Trust; or

(iii) in the case of a corporate member, by such member to any company which is such member's subsidiary or holding company or which is a subsidiary of such member's holding company;

PROVIDED ALWAYS that

(a) in the event of an individual member who has acquired shares in the capital of the Company in pursuance of a right conferred or opportunity offered as a Director or employee of the Company, transferring shares to any person pursuant to the foregoing provisions, ("the associate transferee") and the member ceasing to be a Director or employee as aforesaid (for whatever reason other than death), the associate transferee, or any person to whom such shares or any of them, shall have subsequently been transferred (other than a person who is a Director or employee of the Company, or a person who has acquired the shares pursuant to Article 11(i)) shall be deemed to have given a transfer notice as contemplated in Article 11(b) at the date on which such member ceases to be a Director or employee as aforesaid, in respect of such shares or, as the case may be, such part thereof as shall have been transferred, directly or indirectly, as aforesaid, from such member, and the whole provisions of Article 11 (including without prejudice to the foregoing generality Article 11(g)) shall apply mutatis mutandis, and

(b) in the event of a corporate member transferring shares pursuant to the foregoing provisions to any person ("the associate corporate transferee") and the associate corporate transferee or any person to whom such shares may subsequently have been

transferred pursuant to the foregoing provisions ceasing, while still a member of the Company, to be associated with said corporate member as contemplated in Article 10(viii), then the associate corporate transferee or, as the case may be, such person shall, within seven days of such event notify the Directors accordingly, and shall be deemed to have given a transfer notice as contemplated in Article 11(b) at the date on which the associate corporate transferee or, as the case may be, such person ceased to be associated as aforesaid, in respect of that number of the relevant shares transferred by such corporate member and then held or beneficially owned, and the whole provisions of Article 11 (including without prejudice to the foregoing generality, Article 11(g)) shall apply mutatis mutandis.

11. (a) Except in the case of a transfer pursuant to the last preceding Article, no person shall transfer any share save in accordance with the succeeding provisions of this Article.

(b) Before transferring any shares the person proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. The transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price to any member or members of the Company found by the Directors pursuant to the provisions of this Article and shall not be revocable except with the consent of the Directors or except where a

proposing transferor having had notification of any prescribed price determined by the Auditors as hereinafter provided, shall, within one week of receipt of such notification, have given written notice to the Directors that he is dissatisfied with that prescribed price and wishes to revoke his transfer notice.

(c) If, not more than one month before the date on which the transfer notice was given, the proposing transferor shall have agreed with the Directors a price per share as representing the fair value thereof (such price being hereinafter referred to as "the agreed price") then any such agreed price shall be the prescribed price. Otherwise upon the giving of the transfer notice the Directors shall request the Auditors for the time being of the Company to determine and certify the sum per share considered by them to be the fair value thereof as at the said date as between a willing vendor and a willing purchaser, and having regard to the anticipated income from the existing contracts of the Company as well as income actually received and the sum per share so determined and certified shall be the prescribed price. The Auditors shall act hereunder as experts and not as arbiters and their determination shall be final and binding on all concerned. The costs and expenses of any valuation shall be borne by the Company unless a proposing transferor shall have revoked his transfer notice under paragraph (b) above in which event the costs and expenses shall be borne by that proposing transferor.

(d) If the prescribed price was settled as aforesaid prior to the said date, the prescribed period shall

commence on such date and expire three months thereafter.

If the prescribed price was not so agreed, the prescribed period shall commence on such date and expire three months after the date, being one week after the date on which the prescribed price determined by the Auditors shall have been notified by the Directors to the proposing transferor, pending which the Directors shall defer the making of the offer hereinafter mentioned.

(e) If the Directors shall within the prescribed period find a member or members (hereinafter called "purchasing members") to purchase the shares concerned, or any of them, and shall give notice in writing to that effect to the proposing transferor, he shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasing members. Every such notice shall state the name and address of the purchasing member and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than three days nor more than ten days after the date of such notice.

(f) The Directors shall, with a view to finding purchasing members, offer at the prescribed price, any shares comprised in a transfer notice to the members as nearly as may be in proportion to the shares held by them respectively, and the offer shall in each case specify a date (being not less than fourteen days after the date of the offer) within which the offer if not accepted, will be deemed to have been declined. The offer shall indicate that a member may accept in respect of a

lesser number of shares than those comprised in the offer and shall include notification to the effect that a member to whom the offer is made who desires a transfer of shares in addition to the number of shares comprised in said offer to him, should in his reply to the offer or within such other time as the Directors may unanimously determine, state how many additional shares he desires to have. If any member to whom an offer is made as aforesaid does not accept the offer in respect of all the shares offered to him, the shares in respect of which no acceptance is received (the "excess shares") shall be used in satisfying any request or requests for additional shares received from the other members of the Company as aforesaid. In the event of the excess shares being insufficient in number to satisfy all the requests received for additional shares as aforementioned the said requests for additional shares shall be satisfied to an extent in proportion as nearly as circumstances admit to the then existing holdings of shares in the capital of the Company of the members making such requests if more than one.

(g) If a proposing transferor shall fail to transfer any shares to a purchasing member hereunder, the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the proposing transferor and cause the purchasing member to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member (who shall not be bound to see to the application thereof) and after the purchasing member has been registered in purported exercise of

the aforesaid powers, the validity of the proceedings shall not be questioned by any person.

(h) Any member who has acquired shares in the capital of the Company in pursuance of a right conferred on him or opportunity offered to him as a Director or employee of the Company shall, on ceasing to be a Director or employee (for whatever reason), be deemed as at the date of such cessation to have given to the Directors a transfer notice in terms of paragraph (b) of this Article (save that such notice shall not under any circumstances be revocable) in respect of all shares then held or beneficially owned by him and the pre-emption procedure set out herein shall apply and the Company shall thereby be constituted the attorney of such member for the execution of the relevant transfer and any other document necessary to give effect thereto.

(i) If at the end of any relevant prescribed period the Directors shall not have found purchasing members for all or any of the shares comprised in a transfer notice they shall notify the proposing transferor accordingly in which event the proposing transferor may (subject to the right of the Directors to refuse to register any transfer under Article 12 hereof), at any time within four months of the receipt of such notification, transfer all or any such shares for which purchasing members have not been found, to any person or persons on a bona fide sale at a price per share not less than the prescribed price at which the Directors sought purchasers for such shares.

(j) If any member shall die, then the Company may, subject to the provisions of the Act, purchase the shares in the Company held by that member on the terms specified in the Minute of Agreement between the Company and that member dated 1987.

12. The Directors may in their absolute discretion and without assigning any reason therefor, decline to register

(i) any transfer of any share which is not a fully paid share,

(ii) any transfer of a fully paid up share other than a transfer pursuant to Article 10 or (with the exception of Article 11(i)), Article 11 hereof.

13. For the purposes of each of the three preceding Articles the expression "transfer" shall extend to and include the renunciation or negotiation of any temporary document of title relative to a share and the entering into of any contract, undertaking or arrangement whereby the holder of a share holds the same upon trust for the benefit of or as nominee for any other person.

14. The Directors may at any time require any person whose name is entered in the Register of Members of the Company to furnish them with any information which they consider necessary for the purpose of determining the beneficial ownership of the shares (or any of them) in respect of which such person is registered, together with such evidence as the Directors in their sole discretion require, and if such requirements are not complied with within fourteen days of a

NOTICE OF MISSING PAGE FROM PACKAGE

COMPANIES HOUSE REGRETS THAT THIS PAGE WHICH FORMS PART OF THIS COMPANY'S PACKAGE IS NOT AVAILABLE FOR PUBLIC INSPECTION.

UNFORTUNATELY COMPANIES HOUSE IS UNABLE TO OBTAIN THIS PAGE.

COMPANIES HOUSE WOULD LIKE TO APOLOGISE FOR ANY INCONVENIENCE THIS MAY CAUSE.

DIRECTORS

18. A Director shall not require a share qualification.

19. Each of the Directors shall receive such fee, if any, as such Director as the Company shall from time to time determine in General Meeting.

20. All the Directors shall be repaid all travelling, hotel and other expenses properly incurred by them in attending Board Meetings or otherwise in connection with the business of the Company.

21. Without restricting the generality of the powers conferred on the Directors, 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 a subsidiary company of or allied or associated with the Company or any such subsidiary 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) for the benefit of such persons as are hereinbefore referred to 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) and may vote as a Director in respect of the exercise of any of the powers by this Article conferred upon the Directors, notwithstanding that he is or may be or become interested therein.

DIVIDENDS

22. The Company may in General Meeting declare dividends.

INDEMNITY

23. Subject to the provisions of the Act, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 118 of Table A shall be extended accordingly.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	
Morinne MacDonald 10 Whiteloans, Bothwell. Solicitor.	One
Susan E. Grossart 33 Dundas Street, Edinburgh. Solicitor.	One

Dated the Eleventh day of February 1981.

Witness to the above signatures:-

Eileen Hadwin
140 West George Street,
Glasgow, G2 2HH.
Secretary.

What is contained on this and the Sixteen preceding pages is a print of the Articles of Association adopted by Special Resolution of the Members of the Company held on the Fourth day of January, Nineteen hundred and eighty eight.

.....
Director.

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
(as altered as at 4th January 1988)

of

RICHARD AUSTIN ALLOYS LIMITED

1. The name of the Company is "RICHARD AUSTIN ALLOYS LIMITED".

2. The Registered Office of the Company will be situate in Scotland.

3. The objects for which the Company will be established are:-

The objects to which the Company will be established are:-

(1) To carry on all or any of the trades or businesses of dealers and merchants in, manufacturers, processors, blenders, rollers and cutters, smelters and refiners of and storers and transporters of all and every kind of metal, ferrous and non-ferrous, makers and merchants of and dealers in all and every kind of produce and article composed in whole or in part of any kind of metal or alloy or compound thereof, light and heat engineers, machine tool makers and repairers, designers, manufacturers of, repairers of, and vendors of engines, whether powered by coal, steam, oil, petrol, electricity, gas or nuclear power, electrical, mechanical, heating, lighting, hydraulic, gas, electronic and nuclear

engineers, steel makers, iron and brass founders, metal workers, machinists, metallurgists, chemists, woodworkers, builders, painters, carriers by land, sea and air, manufacturers, suppliers of and workers and dealers in plastics and all other chemical or compounds thereof and articles made or partly made thereof, manufacturers of stores of and dealers in all and every household appliances, makers and merchants of and dealers in ropes, chains, hawsers, string and twine of every kind and description and to produce, manufacture, work up, treat, buy and sell, import and export and generally deal in all or any of the substances, articles, goods and products before mentioned or referred to or in any materials or articles required in connection with any of the foregoing businesses and also all implements, vehicles, provisions and things capable in connection with any of the operations before mentioned or referred to and all these trades and businesses may be carried on whether wholesalers or retailers.

(2) To acquire any shares, stocks, debentures, debenture stocks, bonds, obligations, securities by any government, sovereign ruler, commissioners, trust, public body or other authority, supreme, municipal, local or otherwise, whether at home or abroad; provided that the monies of the Company shall neither be employed in the purchase nor lent upon the security of its own shares or stock.

(3) To acquire any such shares, stocks, and others beforementioned by subscription, syndicate, participation, underwriting, tender, purchase, exchange, or otherwise and to subscribe for the same, either conditionally or otherwise, and to guarantee or underwrite the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.

(4) To sell, exchange, or otherwise dispose of, deal with, or turn to account, any of the shares, stocks, and others acquired or agreed to be acquired, and generally to vary the securities and investments of the Company from time to time.

(5) To lend money with or without security to any parties and on such terms as may seem expedient or to make advances upon investments, to negotiate loans, to offer for public subscription or otherwise, and to assist in placing any investments and generally to advance and lend money and assets of all kinds.

(6) To undertake and execute any trusts which the Company may think it expedient to undertake; and to act as agents, managers, secretaries, registrars, executors, factors or liquidators.

(7) To guarantee or become liable for the payment of money or for the performance of any obligations and generally to transact all kinds of guarantee business; and to undertake obligations of every kind and description upon

such terms as the Company or its Directors may consider desirable, and by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future) to secure and guarantee the performance by the Company or any other company of any obligation undertaken by the Company or any other company as the case may be.

(8) To receive money on deposit, loan or otherwise, upon such terms as the Company may approve; and to carry on business as bankers and financiers and to undertake and carry out all such deals and transactions as any individual may lawfully undertake and carry out.

(9) To purchase, feu, take on lease or in exchange or by other means acquire and hold any feudal, freehold, leasehold or other property or lands, tenements and hereditaments and any rights, privileges, servitudes and easements over or in respect of any property, and to manage, maintain, improve, develop and turn the same to account, to expend money in maintaining, improving or adding to the marketable value of same or in the demolition of buildings and other erections thereon, or in the erection thereon of buildings of such a nature and for such purposes as to the Directors may seem proper, and to sell, feu, sub-divide, let or otherwise dispose of, or deal with, all or any part of any such property or rights.

(10) To purchase, take on lease, acquire and use for any purposes of the Company, any machinery, stock-in-trade and other property, rights, privileges and interests (including letters patent, licences, copyrights, trade marks, secret processes, designs, goodwill and concessions), and other rights of whatever kind, real or heritable and personal or moveable or any of them; and to hold, exercise, develop, improve, sell, lease, hire, exchange, mortgage, alter, pledge or otherwise deal with or dispose of same.

(11) To pay all preliminary expenses of the Company and of any company promoted or formed by the Company or of any company in which the Company or its shareholders is or are or may competently be interested.

(12) To provide all requisite accommodation and facilities for the purposes of the Company.

(13) To purchase, lease, or otherwise acquire or undertake the whole or any parts of the business, undertaking, property and liabilities of any person or company carrying on or authorised to carry on any business which the Company is authorised to carry on or which may be conducted so as directly or indirectly to benefit the Company or possessed of any property suitable for the purposes of the Company, or the stock, shares and debentures or other interest of or in any such company, or to amalgamate with any such company, and for the purpose of such amalgamation to transfer the undertaking of

the Company to the company or companies with which it is being amalgamated or to accept the transfer to the Company of the undertaking of any such company or part thereof.

(14) To pay for any purchase or acquisition in cash or by annual, perpetual or terminable payments, redeemable or irredeemable, or by bills of the Company, or by shares of the Company of any class, and whether fully paid up or partly paid up, or by debentures, debenture stock or other securities or acknowledgments of the Company or one or more of them or part of the one and part of the other or others or in any other way.

(15) To borrow or raise or secure the payment of money for the purposes of the business of the Company in such manner as the Company or its Directors may think fit, and to issue bonds, debentures and debenture stock or other obligations or securities whether charged or not charged on the whole or any part of the property (present and future) assets or revenue of the Company, or its uncalled capital or by mortgage, pledge, conveyance, bond, assignment in security or other obligations of the Company, and to redeem, purchase or pay off such securities.

(16) To draw, make, accept, execute, endorse, negotiate, discount, issue and deal in promissory notes, bills of exchange, drafts, warrants, cheques, mandates, coupons, bills of lading, shipping documents, dock or warehouse warrants and other negotiable or transferable documents.

(17) To sell, dispose of, or transfer the business or undertaking of the Company, or any branch or part thereof or any property or assets thereof, in consideration of payment in cash or royalties or other perpetual or terminable payments, or in shares (partly or fully paid up) or debentures, debenture stock, or other securities of any other company or in one or other or all of such modes of payment or in such manner and for such consideration as the Company may think fit.

(18) To promote or concur in promoting any companies for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(19) To enter into any partnership, arrangement for sharing of profits, union of interests, reciprocal concession or co-operation with any persons, companies or societies carrying on or about to carry on any business or branch of business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

(20) To adopt such means of making known the business of and the services and facilities provided by the Company and keeping the same before the public as may seem expedient.

(21) To remunerate any person, association, firm or company for services rendered or to be

rendered to the Company or in or about the conduct of the Company's business, and that by cash payment or by allotment of shares or securities of the Company credited as paid up in full or in part or otherwise.

(22) To grant pensions, allowances, gratuities and bonuses or other benefits or any share or interest in the profits of the Company's business or any part thereof and generally, so far as is lawful, to make voluntary or ex gratia payments either in money or moneysworth to Directors or former Directors or employees or ex-employees of the Company, or of any subsidiary, allied or associated company, or of any company or business which is acquired by the Company, or to the widows or children or other dependants of such person, and to make or enter into arrangements for the provision or policies of life assurance or to purchase annuities for any such persons or otherwise to provide for them, and to establish and support or aid in the establishment or support of hospitals, dispensaries, places of recreation, institutions, clubs or organisations, calculated to benefit persons employed by the Company, and to support and subscribe and guarantee money to any public trade, charitable, educational, religious or other objector to any exhibitions or exposition calculated to advance the interest of the Company or the persons employed by the Company or its predecessors in business or any associated or subsidiary company.

(23) To distribute any of the property and assets of the Company among the members in specie (and, in particular, any shares, stocks, debentures or securities of other companies which belong to the Company or of which the Company has the right to dispose) 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.

(24) To obtain or assist in obtaining any Provisional Order or Act of Parliament or other necessary authority or sanction for enabling the Company to carry any of its objects into effect; or for effecting any modification of the Company's constitution; and to assist in procuring alterations in the law; and to oppose any Parliamentary or other proceedings which the Company may think adverse to its interest.

(25) To acquire or obtain from any government or authority, supreme, municipal, local or otherwise, or any corporation, company or person, any charters, rights, privileges and concessions which may be conducive to any of the objects of the Company, and to accept, make payments under, carry out, exercise and comply with any such charters, rights, privileges and concessions.

(26) To procure the Company to be registered or established or authorised to do business in any part of the world.

(27) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights or which it may be deemed advisable to undertake with a view to development, rendering valuable, prospecting or turning to account any property, real or personal, belonging to the Company, or in which the Company may be interested.

(28) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or contractors, and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

(29) To do all such other things which are or which the Company may consider to be incidental or conducive to the attainment of the above objects or any of them.

Declaring that the word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any person, partnership, or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and also that the objects expressed in each paragraph of this clause, shall be deemed separate objects and shall (except where otherwise expressed in such paragraph) be in no ways 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.*

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

NAMES, ADDRESSES & DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
Morinne MacDonald 10 Whiteloans, Bothwell. Solicitor.	One
Susan Grossart 33 Dundas Street, Edinburgh. Solicitor.	One

Dated the Eleventh day of February 1981.

Witness to the above Signatures:-

Eileen Hadwin
140 West George Street,
Glasgow, G2 2HH.
Secretary.

* The share capital of the Company was increased to £42,500 by the creation of 42,400 Ordinary Shares of £1 each pursuant to Special Resolution dated 3rd June 1981.

What is contained on this and the preceding Ten pages is a print of the Memorandum of Association altered by Special Resolution of the Members of the Company dated the Fourth day of January, Nineteen hundred and eighty eight.

.....
Director