

CERTIFICATE OF INCORPORATION

No. 47767.

I hereby certify that

R. H. Davidson Limited

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at Edinburgh the 24 July 1970

J. E. I. McTAVISH

Registrar of Companies

THE COMPANIES ACT, 1948.



A 5s.
Companies'
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2)

Insert the
Name of the
Company.

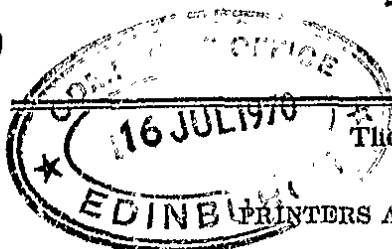
.....
R. H. DAVIDSON
LIMITED.

Presented by

.....
McWhinney, MacGregor & Co.,
Solicitors,

JOHN OSWALD & SON
EDINBURGH.
Solicitors,

.....
14, Bank Street, Airdrie.



The Solicitors' Law Stationery Society, Limited,
157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

RECEIVED
1970
336

Here insert Name and Address.

I, William Henry Muter McWhinney,

of 14 Bank Street,

Airdrie.

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland
"an Enrolled Law
"Agent") "engaged
"in the formation."

Do solemnly and sincerely declare that I am (a) an Enrolled Law

Agent engaged in the formation

or
"A person named
"in the Articles of
"Association as
"a Director or
"Secretary."

of R. H. DAVIDSON

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

Declared at Airdrie

the 15th day of July 1970

Before me,

William J. P.
A Commissioner for Oaths. [or a Notary Public or Justice of the Peace.]

This margin is reserved for binding and should not be written across.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES of ASSOCIATION

OF

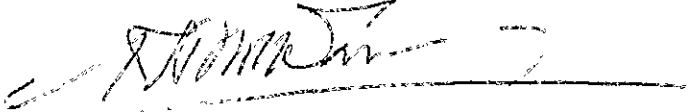
R. H. DAVIDSON LIMITED.

Registered

19 .

Solicitors:
McWHINNEY, MacGREGOR & COMPANY,
Royal Bank Buildings,
14 Bank Street, Airdrie.

Airdrie, 15th July, 1970. Certified that this document has been reproduced on a Minnesota Mining and Manufacturing Company Dry Photostat Copier.



MINNESOTA MINING AND MANUFACTURING COMPANY

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

OF

R. H. DAVIDSON LIMITED



- I. The name of the Company is "R. H. DAVIDSON LIMITED".
- II. The Registered Office of the Company will be situate in Scotland.
- III. The objects for which the Company is established are:-
- (a) To carry on in any part of the world the business of painters and decorators in all its aspects, paper hangers, signwriters, printers, stationers, plasterers, slaters, timber merchants, joiners, glaziers, woodworkers, ironmongers, plumbers, merchants, engineers, general contractors, plant hirers, tool makers, metal workers.
 - (b) To buy, sell, manufacture, import and export, repair, alter, let on hire, and deal in all things or substances, articles, goods, products, machinery, plant, implements, and things capable of being used in connection with any of the businesses before mentioned or referred to or required by employees of the Company or by any other Company or persons engaged in such businesses.
 - (c) To carry on any other business (whether manufacturing, trading or otherwise) which may seem to the Directors of the Company capable of being conveniently carried on in connection with any of the above specified businesses or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or rights.
 - (d) To purchase, manufacture, hire, charter, feu, lease, build, construct or by other means acquire any property, heritable or moveable, or rights whatsoever which may be necessary for or may be conveniently used with, or may enhance the value of any other property of the Company, or to acquire or dispose of any rights, privileges, or easements over or in respect of any such property.
 - (e) To purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, protections, and concessions/

concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.

- (f) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts, or things aforesaid, or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock, or securities so received.
- (g) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (h) To lend and advance money or give credit to such persons and on such terms as may seem expedient with or without security and without prejudice to said generality, in particular to customers and others having dealings with the Company, and to purchasers of any of the property of the Company, and to give guarantees or become security for any such persons.
- (i) To borrow or raise money in such manner as the Company shall think fit, and in particular, by the issue of debentures or debenture stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing, by Bond and Disposition and Assignment in security of any part or the whole of the Company's property, heritable or moveable, or by ex facie absolute conveyance thereof, or by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem and pay off any such securities.
- (j) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (k) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

- (l) To remunerate any person, firm or company rendering services to this Company, and without prejudice to said generality, in particular any servant, director, or employee of the Company, either by cash payment or by the allotment to him or them of Shares of the Company credited as paid up in full or in part, or by giving to him or them a share or interest in the profits of the Company or by a combination of two or more of these modes, or in such other manner as the Company shall think fit.
 - (m) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm or Company to pay the same, and to pay commission to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any Shares, Debentures, Debenture Stocks or Securities of this Company.
 - (n) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children or other relatives of such persons; to make payments towards insurances; and to form and contribute to provident and benefit funds for the benefit of any person employed by the Company.
 - (o) To promote any other Company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
 - (p) To sell, feu, lease, or otherwise dispose of the whole or any part of the undertaking of the Company, in such manner and for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or securities of any Company purchasing the same.
 - (q) To distribute among the members of the Company in kind any property of the Company.
 - (r) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- IV. The liability of the Members is limited.
- V. The share Capital of the Company is £5,000, divided into 5,000 Ordinary Shares of £1 each.

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

Names, Addresses and Descriptions of subscribers.

Robert Holley Davidson,
41 Forrest St.,
Airdrie,
Accountant.

John MacArthur,
49A Bank St.,
Coatbridge,
Painter & Decorator.

Dated the 15th July, 1970.

Witness to the above Signatures:-

W. H. M. McPhinney,
14 Bank Street,
Airdrie,
Solicitor.

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

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber.
<p><i>Robert Holley Davidson</i> <i>41, Cornish St.,</i> <i>Airedale.</i> <i>Accountant</i></p> <p><i>John MacArthur</i> <i>49, Bank St.</i> <i>Leeds</i> <i>Painter & Decorator</i></p>	<p style="text-align: center;">1</p> <p style="text-align: center;">1</p>

Dated the 15th July 1970.

Witness to the above signatures:-

[Signature]
 14 Bank Street
 Airedale
 Solicitor

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

R. H. DAVIDSON LIMITED



PRELIMINARY.

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

2. Regulations 5, 24, 53, 71, 75, 77, 79, 88, 96, 97 and 136 of Part I of Table A in the same Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Table A, Part I, and Regulations 2, 3, 4 and 6 (but not Regulation 5) of Table A, Part II, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES.

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

4. Unless otherwise determined by the Company in General Meeting any original shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, be offered to the members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may,

in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

LIEN.

5. In Regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

TRANSFER OF SHARES.

6. (A) Subject as in these Articles provided, any share may be transferred to any member of the Company, and any share may be transferred by a member to his wife or any child, and any share of a deceased member may be transferred to the widow or any child of such deceased member; and in any such circumstances (but subject as aforesaid) Regulation 3 of Table A, Part II, shall not apply save to ensure that the number of members shall not exceed the prescribed limit or to prevent a transfer of shares on which the Company has a lien.

(B) A share shall not be transferred otherwise than as provided in paragraph (A) of this Article unless it first be offered to the members at a fair value to be fixed by the Company's Auditors. Any member desiring to sell a share (hereinafter referred to as a "retiring member") shall give notice thereof in writing to the Company (hereinafter referred to as a "sale notice") constituting the Company his agent for the purpose of such sale. No sale notice shall be withdrawn without the Directors' sanction. The Directors shall offer any share comprised in a sale notice to the existing members, and if within twenty-eight days after the sale notice has been given a purchasing member is found, such purchasing member shall be bound to complete the purchase within seven days. Notice of the finding of the purchasing member shall be given to the retiring member, who shall be bound on payment of the fair value to transfer the share to the purchasing member. If the retiring member fails to complete the transfer, the Directors may authorise some person to transfer the share to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share, issuing him a certificate therefor. The retiring member shall deliver up his certificate and shall thereupon be paid the purchase money. If within twenty-eight days after the sale notice has been given the Directors shall not find a purchasing member for the share and give notice accordingly, or if within said period of seven days through no default of the retiring member the purchase is not completed, the retiring member may at any time within six months after the sale notice was given, but subject to Regulation 3 of Table A, Part II, sell such share to any person and at any price.

(C) /

(C) No share shall be issued or transferred to any child in pupillarity or in minority, bankrupt or person of unsound mind.

TRANSMISSION OF SHARES.

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

MEETINGS AT GENERAL MEETINGS.

8. The following words shall be added at the end of Regulation 56 of Table A, Part I, namely:-

The foregoing provisions of this and the last preceding Regulation shall not apply to a separate General Meeting held under Regulation 4 hereof. In the case of any such meeting the holders of shares of the class affected who are present shall choose one of their number to be Chairman of the Meeting.

9. The words "or not carried by a particular majority" shall be inserted after the words "or lost" in Regulation 58 of Table A, Part I.

DIRECTORS.

10. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than five. The following shall be the first Directors of the Company, that is to say - ROBERT HOLLEY DAVIDSON, Accountant, 41 Forrest Street, Airdrie, and JOHN MACARTHUR, Painter and Decorator, 49 Bank Street, Coatbridge.

11. A Director shall not be required to hold any shares in the Company as a qualification for acting as Director.

12. The words "in General Meeting" shall be inserted after the words "unless the Company" in Regulation 78 of Table A, Part I.

BORROWING POWERS.

13. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability, or obligation of the Company or of any third party.

POWERS AND DUTY OF DIRECTORS.

14. Save only as provided in Paragraph (4) of Regulation 84 of Table A, Part I, a Director may as a Director vote upon any contract or arrangement in which he is interested or any matter arising thereout and may be counted in the quorum present at any Meeting of Directors at which any such contract, arrangement or matter is considered, and accordingly Paragraph (2) of Regulation 84 of Table A, Part I, shall be omitted.

DISQUALIFICATION OF DIRECTORS.

15. The office of a Director shall be vacated -

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he ceases to be a Director by virtue of Section 182 of the Act.
- (3) If he becomes bankrupt or enters into any arrangement with his creditors.
- (4) If he is prohibited from being a Director by an order made under any of the provisions of Section 188 of the Act.
- (5) If he becomes of unsound mind.
- (6) If he is removed from office by a Resolution duly passed under Section 184 of the Act.

16. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

INDEMNITY.

17. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 205 of the Act.

NAMES, ADRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Robert Hally Davidson
41, Forest St;
Airdrie
Accountant.

John MacArthur
49 A Bank St.
Cambridge
Painter & Decorator.

Waste this *Twelfth* day of *July*, 19 *70*
Witness to the above signatures:-

[Signature]
41 Bank Street

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES of ASSOCIATION

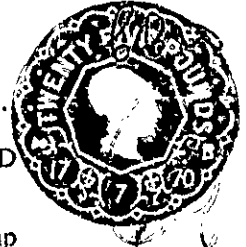
of

R. H. DAVIDSON LIMITED

Registered

19

Solicitors,
Mc HANNEY, MacDONALD & COMPANY,
Royal Bank Buildings,
14 Bank Street, Airdrie.



R. H. DAVIDSON LIMITED

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891. (NOTE — The Stamp Duty on the Nominal Capital is Ten shillings for every £100 or fraction of £100 — Section 41, Finance Act, 1933.)

This Statement is to be filed with the Memorandum of Association, or other Document, when the Company is registered.

The NOMINAL CAPITAL of the above-named Company is £. 5,000.....

Signature Robert H. Davidson

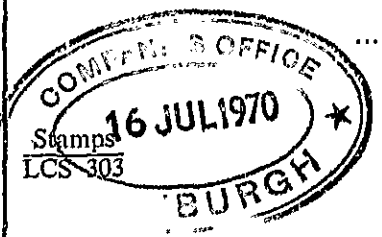
Description Director.

Date 15th July, 1970.

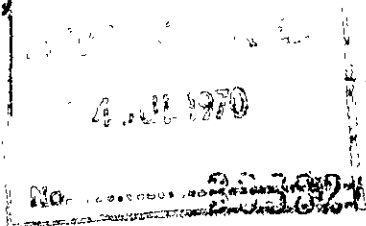
NOTE — This margin is reserved for Binding, and must not be written across

Presented for registration by

JOHN OSWALD & SON
McWhinney, MacGregor & Co.
Solicitors,
EDINBURGH,
14, Bank Street,



Airdrie.



McWhinney, MacGregor & Co. Son (Registered)
John Oswald & Son
54, Queen Street,
Solicitors, 2

14, Bank Street, Airdrie.



The Solicitors' Law Stationery Society, Limited,
14-22 Renfrew Court, Glasgow, C.2
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

