

[COPY]

special resolution(s)

J 378(2)

name of company

Company Number

59870

NORCROS INDUSTRY (EEC) LIMITED

Limited

At an Extraordinary General Meeting of the members of the above-named company, duly convened and held at HIGHLANDS, SPENCERS WOOD, READING, BERKSHIRE

on the 27th day of March 1987

the following SPECIAL RESOLUTION(S) was/were duly passed:-

THAT: The Company's Memorandum of Association be amended by the insertion immediately after Clause 3(17) of the following additional clause:

- (17)(a) To release or otherwise extinguish without payment of other consideration all or any debts or rights of whatsoever nature or amount and howsoever arising at any time owing or belonging to the Company.

SIGNED

Secretary

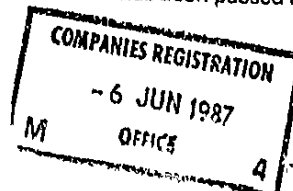
NOTES:

- (1) This copy Resolution may be continued on the reverse side of this form if necessary and it should be signed by the Chairman of the Meeting OR by a Director OR by the Secretary of the Company whose position should be stated under his name.
(2) This copy Resolution is required to be filed with the registrar of companies within 15 DAYS after it has been passed and can be sent to Jordan & Sons Ltd. for that purpose.

PRINTED AND SUPPLIED BY

Jordan & Sons

DAN & SONS LIMITED
DAN HOUSE
15 SWICK PLACE
DON N1 6EE
TELEPHONE 01 253 3030
FAX 201010



THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

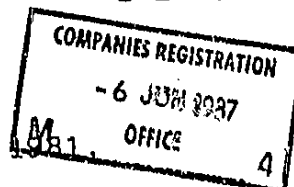
OF

NORCROS INDUSTRY (EEC) LIMITED

(Amended by Special Resolutions
passed on 5th March 1981 and 27th March 1987)

1. The name of the Company is NORCROS INDUSTRY (EEC) LIMITED*.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (1) To acquire and hold shares, stocks, debentures, debenture stock perpetual or otherwise, bonds obligations and securities issued or guaranteed by any company, government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (2) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange, underwriting, participation in syndicates, or otherwise, and whether or not fully paid up, and to make payments thereon as called up or in advance of calls or otherwise, and to subscribe for the same, either conditionally or otherwise.
 - (3) To acquire and hold land, buildings, houses and other real or personal property, wheresoever situate and of any tenure, and any estate or interest or right therein, including freehold or leasehold ground rents, reversions, mortgages, charges and annuities.

* Name changed 1st January 1969, 1st April 1981, 10th June 1983.



- (4) To manage, supervise or control the business or trading operations of any other company which is for the time being a subsidiary of the Company or an associated company of the Company or of any subsidiary of the Company and generally to act as managers, secretaries, registrars, consultants and advisers to and carry out any administrative or advisory duties for any such subsidiary or associated company on such terms as may from time to time be agreed.
 - (5) To pay for any property or assets acquired by the Company either in cash or fully or partly paid shares or by the issue of debentures, debenture stock, bonds, obligations or securities or partly in one mode and partly in another and generally on such terms as may be determined.
 - (6) To manage any property so acquired and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
 - (7) To acquire and take over the whole or any part of the business, property and liabilities of any company or person carrying on any business which the Company is authorised to carry on, or possessed of any property or assets suitable for the purposes of the Company.
 - (8) To purchase, apply for or otherwise acquire in any part of the world, the whole or any interest in any letters patent, brevets d'invention, concessions, licences, inventions, patterns, designs, trade marks and other rights and privileges in the nature of industrial property, whether exclusive of non-exclusive or limited, and to expend money in improving or seeking to improve the same.
 - (9) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or assets.
 - (10) To borrow or raise or secure the payment of money by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, bonds, obligations or other securities or in such other manner as the Company shall think fit, and for the purposes aforesaid or for any other lawful purpose to charge all or any of the Company's property or assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the company by a trust deed or other assurance.
 - (11) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the
-

performance of any contracts or obligations of the Company or of any person or company having dealings with the Company, or in whose business or undertaking the Company is interested.

- (12) 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, pension 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, 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 object 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.
- (13) To lend and advance money or give credit to such persons, on such terms and either with or without security as may seem expedient.
- (14) To guarantee, support or secure, whether by personal obligation or covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or any one or more or all of such methods or by any other method the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of, and premiums, interest, dividends and other moneys payable on or in respect of any debentures, debenture stock, loan stock, shares, or other securities liabilities or obligations of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being a holding company as defined by section 154 of the Companies Act 1948 of the Company, or another subsidiary of such holding company, or otherwise associated with the Company in business or through shareholdings, and to do any of the foregoing either with or without receiving any payment or other consideration or benefit therefor and either in connection with any other business, activity or transaction or as a business, activity or transaction by itself.

- (15) To enter into any partnership or arrangement in the nature of a partnership, co-operation or union of interests, with any person or company engaged or interested or about to become engaged or interested in the carrying on or conduct of any business which the Company is authorised to carry on or conduct or from which the Company would or might derive any benefit whether directly or indirectly.
- (16) To establish or promote, or join in the establishment or promotion of, any other company whose objects shall include the taking over of any of the assets and liabilities of the Company or the promotion of which shall be calculated to advance its interests, and to acquire and hold any shares, securities or obligations of any such company.
- (17) To vary and transpose from time to time as may be considered expedient any of the Company's investments or other assets for the time being.
- (17a) To release or otherwise extinguish without payment or other consideration all or any debts or rights of whatsoever nature or amount and howsoever arising at any time owing or belonging to the Company.
- (18) To amalgamate with any other company.
- (19) To distribute any of the Company's property or assets among the members in specie.
- (20) To cause the Company to be registered or recognised in any foreign country.
- (21) To do all or any of the above things in any part of the world; and either as principal, agent, trustee, or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (22) To do all such things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and that the intention is that each of the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be an independent main object and 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 Member is limited.

5. *The Capital is £30,000 divided into 6,000 Shares of £5 each. The Company has power to increase or reduce its Capital and to issue any Shares in its Capital with or without any preference, priority or special rights or subject to any restriction limitation or postponement that may be determined upon by the Company in General Meeting.
-

* At the date of reprinting this Memorandum, viz 27th March 1987, the capital of the Company was £2,500,000 divided into 2,500,000 Ordinary Shares of £1 each.

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.

Name, Address and Description of Subscribers	No. of Shares taken by each Subscriber
<hr/>	
HENRY HOPE 55 Lionel Street, Birmingham. Horticultural Engineer	One Preference
HENRY DONALD HOPE 55 Lionel Street, Birmingham. Horticultural Engineer	One Ordinary
JOHN ARTHUR HOPE 55 Lionel Street, Birmingham. Horticultural Engineer	One Ordinary
RALPH WALTER HOPE Goldeslie, Sutton Coldfield. Engineers' Draughtsman	One Ordinary
JOHN SUTTON NETTLEFOLD Beechenhurst, Selly Hill, Birmingham. Justice of the Peace	One Ordinary

Name, Address and Description of Subscribers	No. of Shares taken by each Subscriber
<p>MARGARET NETTLEFOLD</p> <p>Beechenhurst, Selly Hill, Birmingham.</p> <p>Wife of John S. Nettlefold</p>	One Preference
<p>FRANCIS GEORGE STERNBERG</p> <p>27 Balsall Heath Road, Edgbaston.</p> <p>Cashier</p>	One Ordinary

Dated the Eighth day of December 1898.

Witness to the signatures of the above-named John Sutton Nettlefold and Margaret Nettlefold.

John Gladstone

Dale End,
Birmingham.

Wine Merchant

Witness to the signatures of the above-named Henry Hope, Henry Donald Hope, John Arthur Hope, Ralph Walker Hope and Francis George Sternberg.

Geo. A. Nutt

Solicitor

Birmingham