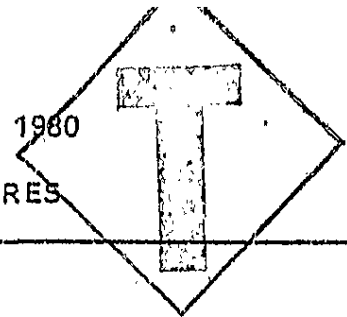


No. of Company 62193

The Companies Acts 1948 to 1980

COMPANY LIMITED BY SHARES

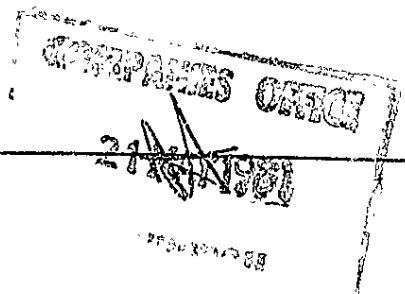


Memorandum and Articles of Association of

J.G.B. STEELCRAFT (BARRHEAD)
LIMITED

(Incorporated the 13th day of April 1977)

Filed in accordance with the
provisions of the European
Communities Act, 1972.



Oswalds of Edinburgh Limited
Registration Agents
24 Castle Street
Edinburgh EH2 3HT
Telephone: 031-225 7308/9 Telex: 72428

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

J.G.B. STEELCRAFT (BARRHEAD) LIMITED

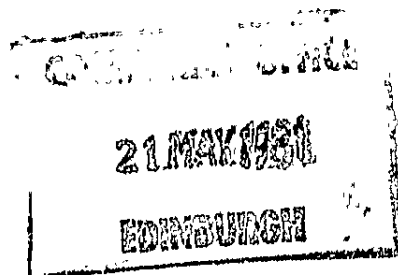
(As amended by Special Resolution passed on the 2nd March 1980)

I. The name of the Company is "J.G.B. STEELCRAFT (BARRHEAD) LIMITED".

II. The Registered Office of the Company will be situated in Scotland.

III. The objects for which the Company is established are:-

(a) To carry on the business of Steel Fabricators, sheet metal workers, light engineers, general metal merchants, metal rollers, metal refiners, metal workers, tin smelters, tin plate workers and merchants, tinsmiths, spelter manufacturers, solder manufacturers, iron founders, brass founders, metal brokers, ore importers and smelters and dealers in and manufacturers of any articles or things of a character similar to the foregoing or any of them. To carry on the business of a Property Company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, reconstruct, reconstruct, alter, improve, decorate, furnish and maintain offices, houses, flats, apartments, service suites, hotels, shops, factories, warehouses, buildings, garages, works and conveniences of all kinds, to consolidate or connect or subdivide properties and to lease or otherwise dispose of the same, and to advance money to and enter into contracts with builders, tenants and others and generally to finance building operations of every description; and to manage any land, buildings or other property as aforesaid, whether belonging to the Company or not, and to collect rents and income; and to undertake and provide Management, Administration and Consultancy Services of all kinds and to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account; and to co-ordinate the policy and administration of any companies of which this Company is a Member or which are in any manner controlled by, or connected with this Company.



(b) The execution of contracts for works or properties of any kind involving the supply or use of any metals plant or machinery and to supply any accessories and to carry out any ancillary or other work comprised in such contracts.

(c) To carry on any business, whether distributive, manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the objects of the Company or calculated either directly or indirectly to enhance the value of or render more profitable any of the Company's assets or rights.

(d) To purchase, feu, lease, hire, take on exchange or otherwise acquire any property heritable or moveable, real or personal and any rights or privileges which the Company may think necessary or desirable with reference to any of its objects.

(e) To acquire by purchase, licence or otherwise and to exercise and use any invention or any patent rights or protection in any part of the world for any invention; as also to grant licences to exercise and use any patent belonging to the Company and that for such royalties and considerations as may be agreed on with the licencees.

(f) To sell, feu, exchange, lease or otherwise deal with or dispose of the whole or any part of the property of the Company or any right over or any interest in the same in such manner, upon such terms, and subject to such conditions as the Company may think proper.

(g) To insure the Company against loss and damage by fire, accident or otherwise howsoever and that by effecting insurances with outsiders or by establishing and accumulating any funds for that purpose or otherwise, provided that nothing herein contained shall empower the Company to carry on the business of life assurance, accident assurance, fire assurance, employers' liability assurance, industrial assurance, motor assurance, or any business of insurance or re-insurance within the meaning of the Insurance Companies Act 1958 or any Act amending, extending or re-enacting the same.

(h) To raise or borrow money without security or to secure repayment thereof in such manner and on such terms as may seem expedient including the issue of Bonds, Bills, Promissory Notes, Mortgages, 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 off any such securities.

(i) To invest and deal with the available moneys of the Company upon such securities including personal obligations and in such manner as may from time to time be determined and to lend and advance money with or without security to any Company, firm or person transacting or dealing with the Company upon such terms as may be resolved, as also to give guarantees and carry on and transact guarantee business.

(j) To lend money to persons or companies on such terms as may seem expedient and in particular to customers and others having dealings with the Company and to guarantee the performance of contracts by any such persons; to guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person whether associated with the Company or not but in particular to give guarantees for the payment of moneys or performance of obligations by any holding company of the Company or any subsidiary company of the Company or of any such holding company (the terms "subsidiary" and "holding company" to have the meanings attributed thereto by Section 154 of the Companies Act, 1948), and to give indemnities and guarantees of all kinds.

(k) To buy or acquire all or any part of the business property or undertaking and to assume all or any part of the liabilities, of any other company firm or person carrying on any business or engaged in any undertaking which the Company may legally carry on or possessed of property or right suitable for any of the purposes of the Company.

(l) To promote any company or companies 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.

(m) To enter into partnership or amalgamation or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person, firm or company.

(n) To pay for any property or rights acquired by the Company, or services of any nature whatsoever rendered to the Company either in cash or shares with or without deferred rights in respect of dividend or repayment of capital or otherwise or by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may think fit.

(o) To grant pensions, allowances gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or the widows or dependents of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.

(p) To distribute among the members in specie any property or assets 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.

(q) To pay all expenses of and incidental to the formation and registration of the Company and the issue of its capital.

(r) To indemnify and secure any company, firm 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.

(s) To do all such other 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.

And it is hereby declared that in this Memorandum words denoting the singular number only shall include the plural number and vice versa; that the word "company" 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 Great Britain or elsewhere; and that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

IV. The liability of the members is limited.

V. The Share Capital of the Company is £10000 divided into 10000 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 respectively agree 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
--	---

J. Harrison,
45 Eglinton Street,
Beith.

- One

Engineer.

Grace M.T. Harrison,
45 Eglinton Street,
Beith.

- One

Housewife.

Dated this 31st day of March, 1977.

Witness to the above Signatures:- Eileen H. Hamilton,
Typist,
35 William Street,
Johnstone.

THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

J.G.B. STEELCRAFT (BARRHEAD) LIMITED

CONSTITUTION OF COMPANY

1. The Regulations of the Company shall be those contained in the Table marked "A" in the First Schedule to the Companies Act, 1948 as amended by any subsequent Act, with the exception of Regulations 24, 25, 58, 59, 60, 61, 77, 79, 84, 88 to 100 (both inclusive) of Table A Part I and of all the Articles of Table A Part II and of any other Regulations of Table A Part I which are inconsistent with the additions and modifications hereinafter set forth.

2. The number of members of the Company shall be limited to fifty, not including persons who are in the employment of the Company and persons who having been formerly in the employment of the Company were while in that employment and have continued after the determination of that employment to be members of the Company and no transfer which would increase such number of members shall be valid and the Directors shall refuse to recognise or register any transfer which would increase such number, provided always that where two or more persons hold one or more shares jointly they shall for the purpose of this Article, be treated as a single member.

3. No invitations shall be made to the public to subscribe for any shares or debentures of the Company and the Company and its Directors, officials, agents and all others, acting or who may act on its behalf, are hereby prohibited from making any such invitation to the public.

4. The right to transfer the shares of the Company is restricted in manner provided in these Articles.

INTERPRETATION

5. In the construction of these presents the following words and expressions shall have the several meanings hereby assigned to them, so far as such meanings are not inconsistent with the context or subject-matter, viz:-

"The Company" means J.G.B. STEELCRAFT (BARRHEAD) LIMITED.

"The Statutes" means and includes "The Companies Acts 1948 to 1976" and every other Act for the time being in force concerning Joint Stock Companies and affecting the Company.



"The Directors" means the whole number of the Directors of the Company for the time being, or a quorum of them duly called and assembled in accordance with these Articles.

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

Words importing persons include partnerships, companies and Corporations.

Words importing the masculine gender only include the feminine gender.

CAPITAL

6. The Shares shall be at the disposal of the Directors and they may allot or dispose of them to such persons at such times and generally on such terms and conditions as they think proper, subject always to Articles 2 and 7 hereof.

7. Notwithstanding what is contained in Article 6 hereof, any Shares representing Unissued Share Capital of the Company, whether part of the original Share Capital of the Company or any additional Share Capital which may at any time be created by the Company, and which the Directors decide to issue shall first be offered at their par value to the then existing Shareholders of the Company, in proportion to their respective Shareholdings. In the event of any of the Shareholders being unable or unwilling to take up their proportion of such Shares they shall be at the disposal of the Directors in terms of Article 6 hereof.

8. The Company shall not have power to issue Share Warrants to Bearer.

9. If two or more persons are registered as joint owners of any shares any one of them nominated in writing by them all from time to time, or in default of such nomination the person first named on the register in respect of such shares, shall as regards voting, receipt of dividend, service of notices and all and any other matters connected with the Company, except the transfer of shares, be deemed the sole owner.

LIEN

10. In Regulation 11 of Part I of Table A the words "other than fully paid shares" shall be omitted.

TRANSFER AND TRANSMISSION OF SHARES

11. The Directors, subject as aftermentioned, shall have an absolute discretion to refuse to recognise any transfer of shares or to register any transferee thereunder without assigning any reason for the refusal. The Directors may decline to recognise any instrument of transfer unless it is accompanied by the certificate of 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. Notwithstanding anything otherwise contained in these Articles the foregoing provisions of this Article shall not apply to

and the Directors shall be bound subject to delivery of the relative Share Certificate and reasonable evidence of title to register any transfer of shares by the Trustees or executors of a deceased registered shareholder in favour of one or more of such trustees or executors, or of a widow, son or daughter, of such deceased registered shareholder.

12. (a) No member shall be entitled to sell or transfer any shares held by such member unless he shall have first offered in writing to sell such shares to the Directors at a price to be mutually agreed or failing agreement to be fixed by the Auditor of the Company as the fair value of the Shares. Such offer shall be irrevocable and shall constitute the Directors the Agents of the offerer for the sale of the Shares to any member holding Shares in the Company, including the Directors personally in accordance with the following procedure. Upon the price being agreed or fixed as aforesaid, the Directors shall forthwith intimate in writing the offer and the price fixed to all the members excepting the offerer and such members or any of them shall be entitled to apply for the shares offered within four weeks thereafter at the price therein stated and such shares if over applied for shall be divided in proportion to the number of shares held by each applicant and if not over applied for shall be divided according to the applications. The result shall be intimated to the offerer within eight weeks after the price of the shares has been fixed. If the whole or any of the shares are not applied for, the offerer, shall, subject and without prejudice to the other provisions of these Articles, be entitled to sell the shares not so accepted at not less than the price agreed or fixed as aforesaid provided always that such sale is effected within three months from the date of intimation to the offerer of the declinature or non-acceptance of the shares by the Directors. This Article shall not apply to shares disposed of by mortis causa deed. Nothing contained in this Article shall prejudice or qualify the rights of the Directors to refuse to recognise transfers as set out in Article 11 hereof.

(b) Notwithstanding what is hereinbefore contained, on the bankruptcy of a member, the Trustee shall be obliged to offer to sell the shares held by such bankrupt member to the Directors at a price to be fixed by the Auditor of the Company and Regulation 30 of Table A Part 1 is modified accordingly.

PROCEEDINGS AT GENERAL MEETING

13. In Regulation 53 of Part 1 of Table A the words "two members present in person or by proxy shall be a quorum" shall be substituted for the words "three members present in person shall be a quorum".

14. A resolution in writing signed by or on behalf of all the members for the time being of the Company shall be as valid and effectual as if it had been passed at a meeting of the Company duly called and constituted, but this Article shall not apply to a resolution for winding up the Company, or to a resolution passed in respect of any matter which by the Statutes or these presents ought to be dealt with by special or extraordinary resolution as defined by Section 141 of the Companies Act, 1948, or by resolution passed by the Company in General Meeting

15. At any General Meeting a resolution put to the vote of the Meeting shall unless it is passed unanimously by a show of hands, be decided by a poll which shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was taken. A poll on a question of adjournment shall be taken forthwith. A poll on any other question shall be taken at such time as the Chairman of the Meeting directs, and any business other than that on which the poll is being taken may be proceeded with pending the taking of the poll. The Chairman shall have a casting vote.

16. It shall suffice that instruments appointing proxies be deposited at the registered office of the Company at least twenty-four hours before the time for holding the meeting, and it shall not be necessary to have such instruments attested by witnesses. Regulation 69 of Part I of Table A is modified accordingly.

17. Any member may vote on any question, even though he may be personally interested therein, subject to any law thereanent.

DIRECTORS

18. The number of Directors of the Company shall not be less than one.

19. In the event of a vacancy in the office of Director, however arising, the remaining Director or Directors, if any, shall forthwith summon a meeting of the members and such meeting shall appoint a Director to fill the vacancy. In the event of the death of a sole Director the Secretary shall convene such meeting upon the requisition of any member of the Company or of the Executors or Trustees of any deceased member whether entered upon the Register of Members or confirmed. The Executors or Trustees of a deceased member or members and that whether entered in the Register of Members or not, and even if such executors or trustees have not been confirmed shall be entitled to receive notice of and be represented and to act and vote at such meeting in all matters relating to the appointment of a Director as if they or such one of their number as they may appoint for that purpose had been the duly registered holder of the shares held by the deceased member.

20. The Shareholding for Directors may be fixed by the Company in General Meeting and unless and until so fixed, no qualification shall be required.

21. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. The Chairman shall have a casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time, summon a meeting of the Directors.

22. In Regulation 86 of Part I of Table A the words "and every Director present at any meeting of Directors or Committee of Directors shall sign his name in a book to be kept for that purpose" shall be omitted.

23. A Director, may hold the office of Secretary, or any other office under the Company, and may act by himself or his firm in a

professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director: provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

24. If any Director shall be called upon to go or reside abroad on the Company's business, or otherwise perform extra services at home or abroad or shall undertake any cautionary obligation or guarantee on behalf of the Company, the Directors may arrange with such Director for special remuneration for such services, either by way of salary, commission or payment of a stated sum of money, as they shall think fit.

25. Subject to the provisions of Section 199 of the Companies Act 1948, no Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, lender, purchaser, lessor, customer or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company with any company or partnership of or in which any Director shall be a member or otherwise interested, be avoided, nor shall any Director so contracting, or being such member or so interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office, or of the fiduciary relationship thereby established, provided that the facts of his being interested therein and the nature of his interest be disclosed by him at the meeting of the Directors which the contract or arrangement is first taken into consideration if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest; and such Director may vote in respect of any such contract or arrangement.

BORROWING POWERS

26. Regulation 79 of Part I of Table A shall not apply to the Company but in lieu thereof the following provision shall have effect:-

The Directors may from time to time receive on deposit, borrow or otherwise raise for the purpose of the Company, with or without security, and that either from themselves or any of them or from third parties, such sums of money as they shall from time to time think proper at such rates of interest, and upon such terms and with such provisions in favour of the lenders as the Directors may approve; and as security for any money so received, borrowed or raised, the Directors may draw, accept, or endorse any bills or promissory notes on behalf and in the name of the Company, or mortgage, charge or pledge all or any part of the Company's property, both present and future including uncalled capital.

DISQUALIFICATION OF DIRECTORS

27. The office of Director shall be vacated if the Director:-

(a) Ceases to be a Director by virtue of Section 182 of the Companies Act 1948, or

(b) Becomes bankrupt or insolvent, or suspends payment or compounds with his creditors, or

(c) Is declared lunatic or becomes of unsound mind, or

(d) By notice in writing to the Company he resigns his office,
or

(e) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Companies Act 1948.

DISTRIBUTION OF ASSETS ON WINDING UP

28. If the Company shall be wound up, any Director, agent, trustee or member of the Company, alone or jointly with any other person may become a purchaser of property belonging to the Company.

Names, addresses and descriptions of Subscribers

J. Harrison,
45 Eglinton Street,
Beith.

Engineer.

Grace M.T. Harrison,
45 Eglinton Street,
Beith.

Housewife.

Dated this 31st day of March, 1977.

Witness to the above Signatures:- Eileen H. Hamilton,
Typist,
35 William Street,
Johnstone.