

Company Limited by Guarantee Not Having Any Share Capital

THE COMPANIES ACT 1985

MEMORANDUM OF ASSOCIATION

of

NORTH OF SCOTLAND FRIENDS OF ARMS LIMITED

1. (1) The name of the Company (hereinafter called "the Company") is "NORTH OF SCOTLAND FRIENDS OF ARMS LIMITED."

(2) In this Memorandum:-

"the Principal Company" means:-

(i) A.R.M.S (Multiple Sclerosis Research) Limited being a company incorporated under the Companies Acts 1948 to 1967 for exclusively charitable purposes according to the law of England and Wales registered with the Registrar of Companies with the number 1196338 and with the Charity Commissioners for England and Wales with the number 268899.

(ii) any company resulting from a reorganisation of the company mentioned in sub-paragraph (i) above or any company to which this sub-paragraph applies

and being a company whose objects are exclusively charitable according to the law of England and Wales.

"the Area of Benefit" means the County of Caithness or such other part or parts of the United Kingdom as the Company may from time to time determine by ordinary resolution passed at a general meeting of the Company.

2. The registered office of the Company will be situate in Scotland.

3. The objects for which the Company is founded are:-
 - (A) Subject as provided in Clause 3(C) below:-
 - (1) To aid and improve for the public benefit in the Area of Benefit the condition of those suffering from multiple sclerosis by any lawful means including any of the following means:-
 - (a) by bringing together persons suffering from multiple sclerosis and persons interested in multiple sclerosis;
 - (b) by providing advice guidance and moral and practical support for persons suffering from multiple sclerosis;
 - (c) by providing therapy (including hyperbaric oxygen

therapy) for persons suffering from multiple sclerosis or other symptoms or conditions in accordance with the protocols and guidelines of the Principal Company and with the prior written consent of the Principal Company.

(2) To assist the Principal Company in promoting (whether or not within the Area of Benefit) all or any of the objects of the Principal Company.

(B) In furtherance of the foregoing objects (hereinafter called "the Principal Objects") but not further or otherwise the Company shall subject as provided in Clause 3(C) below have the following powers:-

(1) To provide equip and administer centres for the administration of therapy in accordance with Clause 3(A)(1)(c) above and to equip and administer centres for the administration of therapy provided by the Principal Company or any other person or body.

(2) To purchase, take on lease, agree to lease or otherwise acquire any movable or immovable property as may be expedient in promotion of the Principal Objects Provided that no immovable property shall be acquired without the prior written consent of the Principal Company

(3) To sell, let, mortgage, dispose of or turn to account all or any of the movable or immovable property or other assets of the Company as may be expedient in the promotion of the Principal

Objects Provided That:

(a) no property shall be disposed of without such consents as are by law made requisite and;

(b) no immovable property shall be disposed of without the prior written consent of the Principal Company.

(4) To construct, lay out, establish, alter, enlarge, pull down, remove and replace, either alone or in conjunction with any other person, body or association, any premises, building, erection or equipment necessary or convenient for the work of the Company.

(5) To collect and organise the collection of funds for furthering the Principal Objects of the Company by advertisements, lectures, exhibitions, entertainments, sporting events, promotions, lotteries, appeals and all other lawful means whatsoever and to receive donations legacies grants and subscriptions (including donations legacies grants and subscriptions subject to any specific trusts within the Principal Objects of the Company) Provided that:-

(a) the Company shall not undertake any permanent trading activities in raising funds for its objects;

(b) any funds raised or solicited or received directly for the benefit of the Principal Company shall be paid or transferred to the Principal Company.

(6) To collect, print, publish and disseminate by any means, whether public or private, information, data and knowledge relating to the Principal Objects of the Company Provided that the Company shall not without the prior written consent of the Principal Company publish any statistical or medical information relating to the work of the Company or the Principal Company or any financial information relating to the Principal Company.

(7) With the prior written consent of the Principal Company and on terms approved by the Principal Company to conduct or hold surveys, investigations or enquiries in or in the vicinity of the Area of Benefit of and into any aspect of multiple sclerosis.

(8) To hold, support or attend conferences and public meetings calculated to advance directly or indirectly the Principal Objects of the Company.

(9) To give or arrange lectures, public or otherwise, upon the subject of multiple sclerosis.

(10) With the prior written consent of the Principal Company, to take over and administer (if requested so to do and if considered desirable) all, or any, of the funds and assets which may lawfully be taken over by the Company and undertake all or any of the liabilities of any charity having or including objects similar to or the same as the objects of the Company.

(11) To make such payments to the Principal Company as may

from time to time be agreed between the Company and the Principal Company for any of the following purposes:-

(a) towards defraying the general costs of administration of the Principal Company;

(b) towards funding any current or projected research by the Principal Company or any other work done or to be done in furtherance of the objects of the Principal Company;

(c) towards reimbursing any costs incurred by the Principal Company in providing or arranging any specific technical or administrative services requested by the Company or by the Principal Company or lawfully requested or directed by any government local government or health authority, or required by the Principal Company;

(12) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company and are within the objects of the Company.

(13) To borrow or raise money for the purposes of the Company on such terms and subject to such consents as may be required by law on such security as the Company may think fit subject to the prior written consent of the Principal Company.

(14) To invest and deal with moneys of the Company not immediately required for its purposes in and upon such investments securities and property as may be thought fit.

(15) With the prior written consent of the Principal Company, to amalgamate with any charity having objects in any way connected with or affinitive to the Principal Objects of the Company and which is a subsidiary of the Principal Company within the meaning of section 736(11) of the Companies Act 1985.

(16) To do all such other lawful things as shall further the attainment of the Principal Objects or any of them.

(C) Provided that if the Principal Company is dissolved (otherwise than in connection with its reorganisation) or if its objects cease to be exclusively charitable according to the law of England and Wales then Clause 3(A) and (B) above shall thenceforth take effect subject to the omission of the following:-

CLAUSE

OMISSION

3(A)(1)(C)	the words from "in accordance with" to the end
3(A)(2)	The whole subclause
3(B)(2)	The proviso
3(B)(3)	The proviso (b)
3(B)(5)	The proviso (b)
3(B)(6)	The proviso
3(B)(7)	The words "With the prior written consent of the Principal Company and on terms approved by the Principal Company"

- 3(B)(10) the words "with the prior written consent of the Principal Company"
- 3(B)(11) the whole sub-clause
- 3(B)(13) The words "subject to the prior written consent of the Principal Company"
- 3(B)(15) the words "with the prior written consent of the Principal Company" and the words "and which is a subsidiary of the Principal Company within the meaning of section 736(1) of the Companies Act 1985".

4. The income and property of the Company, whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in the Memorandum of Association and no portion thereof shall be paid, transferred or applied directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company and no member of its Committee of Management or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company

Provided that:-

(a) nothing herein shall prevent the payment transfer or application of any income or property of the Company to or for the benefit of the Principal Company (so long as the Principal Company is established for exclusively charitable purposes) in accordance with the provisions of this Memorandum;

(b) nothing herein shall prevent the payment, in good faith, of

reasonable and proper remuneration to any officer or servant of the Company not being a Member of the Company or of its Committee of Management or Governing Body in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding 2% per annum less than the published base lending rate of a clearing bank selected by the Committee of Management or Governing Body on money lent, or reasonable and proper rent for premises demised or let by any member of the Company;

(c) the Company shall be empowered to pay all reasonable and proper costs and out-of-pocket expenses incurred by members of the Company and others in the promotion and incorporation of the Company.

(d) nothing herein shall prevent the payment in good faith of fees, remuneration as other benefit in money or money's worth to a company of which a member of the Company or its Committee of Management or Governing Body is also a member holding not more than 1/100th part of its capital

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in event of the same being wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the

rights of the contributories among themselves, such amount as may be required not exceeding £1.00 sterling

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to the Principal Company if the Principal Company is then subsisting and its objects are then exclusively charitable according to the law of England and Wales but if the Principal Company is not then subsisting or its objects are not then exclusively charitable the same shall not be paid to or distributed among any members of the Company but shall be given or transferred to any charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Company, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Principal Company for the time being, such accounts shall be open to the inspection of the members. Once at least in every

year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more qualified Auditor or Auditors. The Principal Company (while still in existence and having exclusively charitable objects) shall be entitled to make regulations as to the basis of inspection of financial records.

The Principal Company ARMS (Multiple Sclerosis Research) Limited and we the several persons whose names are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

THE COMMON SEAL of
ARMS (MULTIPLE SCLEROSIS RESEARCH) LIMITED
was hereunto affixed in the presence of

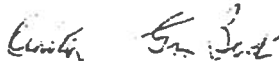
COMMITTEE MEMBER



COMMITTEE MEMBER



COMMITTEE MEMBER



NAMES ADDRESSES AND DESCRIPTIONS OF THE OTHER SUBSCRIBERS

Alistair Taylor
37 Brown Place
Wick
Highland
Scotland
Manager

Alistair Taylor

Lysbeth Ann Grant MacKay
35a Murchison Street
Wick
Highland
Scotland
Waitress

Lysbeth Ann Grant MacKay

Dated this 3rd day of December 1988

Witness to the above signatures

Witness

A. Boyd

Address 21A MORAY ST

Occupation PROCESS WORKER

North1.mem ARMS5

Company Limited by Guarantee Not Having Any Share Capital
**ARTICLES OF ASSOCIATION OF NORTH OF SCOTLAND
FRIENDS OF ARMS LIMITED**

INTERPRETATION

1. In these Articles:-

"the Act " means the Companies Act 1985;

"the Seal" means the common seal of the Company;

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

"the Committee" means the Committee of Management of the Company, and any reference in the Act to Directors or a Board of Directors shall be construed as applying to the Committee and its members;

"the Foundation Member" means the Principal Company as defined in the Memorandum of Association;

"the Office" means the registered office of the Company;

"month" means calendar month.

Where the context shall permit, words importing the singular number only shall include the plural number and vice versa; words importing persons shall include corporate bodies.

Subject as aforesaid, any words or expressions defined in the Act or any Statutory modification thereof in force at the

date on which these presents become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

MEMBERS

2. The members of the Company shall consist of the Foundation Member and ordinary members.
3. The Foundation Member shall be a member of the Company until a resolution is passed for the dissolution of the Foundation Member (otherwise than for the purpose of its reorganisation) or until its objects cease to be exclusively charitable according to the law of England and Wales. The Foundation Member shall not be liable to pay any annual or other subscriptions to the Company in respect of its membership.
4. The subscribers to the Memorandum of Association and such other persons as the Committee shall admit to membership shall be ordinary members of the Company.
5. The provisions of sections 352 and 353 of the Act shall be observed by the Company and every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.
6. The Company is established for the purposes expressed in the Memorandum of Association.
7. Any person who has multiple sclerosis and any person who is interested in and wishes to promote the objects of the Company shall be eligible for admission to ordinary membership of the Company.
8. Ordinary members shall pay by way of membership