

IAI

The Companies Acts 1985 and 2006

International Aluminium Institute

Memorandum and new Articles of Association

(Adopted by Special Resolution passed on 10th May 1988 and altered by Special Resolutions passed on 26th May 1992, 17th May 1994, 28th April 1997, 11th May 1998, 23rd October 1998, 17th May 2000, Written Resolutions passed on 26th July 2000, 2nd January 2003 and by Special Resolutions passed on 14th May 2004, 14th May 2008 and 18 May 2009)

Incorporated the 28th day of April 1972.

Company limited by guarantee
and not having a share capital.

New Zealand House, Haymarket, London, SW1Y 4TE

Memorandum of Association

1. The name of the Company (hereinafter called 'the Institute') is 'International Aluminium Institute'.
2. The Registered Office of the Institute will be situate in England.
3. The objects for which the Institute is established are:
 - (a) To promote and assist the development of new uses of primary aluminium and the expansion of existing applications and the usefulness of the primary aluminium industry to the general public.
 - (b) To provide a forum for the exchange of information and the discussion of problems relating to the production of primary aluminium.
 - (c) To undertake, sponsor or in any other manner assist research in and the study of or matters concerning the production of primary aluminium including without limitation matters in the fields of science, technology, ecology, economics and statistics.
 - (d) To publish or procure the publication of information relating to primary aluminium.
 - (e) To represent the interests of the primary aluminium industry in dealing with any government, trade organisation or association of any kind whatsoever.
 - (f) To levy, charge, collect and receive dues, contributions and other moneys from persons whether Members or not of the Institute and to expend the same in furtherance of all or any of the objects of the Institute or in providing for the expenses of the Institute.
 - (g) To establish, maintain, control, manage and dissolve branches of the Institute in such place or places throughout the world as may seem expedient.
 - (h) To undertake and execute any trusts, which may be conducive to any of the objects of the Institute.
 - (i) To carry out any of the above-mentioned activities and to do all or any of the above-mentioned things whether affecting the whole of the primary aluminium industry or any one or more particular parts or sections of the said industry or the business of any particular Members or group of Members of the Institute and, in the case of work not affecting the whole of the industry, to make such arrangements as to special payment by such particular sections of Members or groups of Members as may be expedient.
 - (j) To borrow or raise any money that may be required by the Institute upon such terms as may be deemed advisable, to mortgage or charge all or any part of the undertaking, property and assets of the Institute; to give all descriptions of guarantees and indemnities; and to draw, make, accept, endorse, discount, execute and issue any cheques and negotiable instruments.
 - (k) To invest or otherwise deal with the moneys of the Institute not immediately required in such manner as the Institute may from time to time determine subject nevertheless as regards investments to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
 - (l) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and to sell or otherwise dispose of the same.
 - (m) To pay all expenses preliminary or incidental to the formation of the Institute and its registration.
 - (n) To retain or employ skilled, professional or technical advisers or workers in connection with the objects of the Institute, and to pay therefor such fees or remuneration as may be thought

expedient.

- (o) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit officers holding salaried appointments or other employees or such persons after they have ceased to hold such appointments or ceased to be employees of the Institute or the dependants or connections of such persons, and to grant pensions and allowances to and to make payments towards insurance of such persons.
- (p) To procure the Institute to be registered or recognised in any part or parts of the world.
- (q) To do all such other lawful things as may be incidental or conducive to the attainment of the above objects or any of them including without limitation any form of co-operation or amalgamation with any other association or other body which has objects similar to or compatible with those of the Institute and prohibits the distribution of its profits and income amongst its Members to an extent at least as great as is imposed on the Institute under and by virtue of Clause 4 hereof.

PROVIDED THAT the activities of the Institute shall not be such as will result in any agreement, understanding, combination or any other form of concerted action to limit production, fix prices, suppress competition or in any other manner restrain trade or commerce or to monopolize or attempt to monopolize trade or commerce.

PROVIDED ALSO that in case the Institute shall take or hold any property which may be subject to any trusts, the Institute shall only deal with or invest the same in such manner as allowed by law having regard to such trusts.

PROVIDED ALSO that the objects of the Institute shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

PROVIDED ALSO that in case the Institute shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science or any Authority exercising corresponding jurisdiction outside England and Wales, the Institute shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Board of Directors of the Institute shall be chargeable for such property that may come into their hands and shall be answerable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Board of Directors have been if no incorporation had been effected, and the incorporation of the Institute shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Science or any such other Authority as aforesaid over such Board of Directors but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Institute were not incorporated.

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

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Institute:

- (a) of reasonable and proper remuneration to any Member, officer or servant of the Institute (not being a member of its Board of Directors) for any services rendered to the Institute;
- (b) of interest on money lent by any Member of the Institute or of its Board of Directors at a rate per annum not exceeding 2 per cent. less than the minimum lending rate prescribed for the time being by the Bank of England, or 3 per cent., whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any Member of the Institute or of

its Board of Directors;

- (d) to any member of its Board of Directors of out-of-pocket expenses;
- (e) to a company of which a Member of the Institute or of its Board of Directors may be a member holding not more than one hundredth part of the capital of such company.

PROVIDED ALSO that nothing herein shall prevent any Member of the Institute from exercising any processes and making, using, acquiring or vending any articles and things in the ordinary course of its business for profit or otherwise under any licence or permission in respect of any discovery, invention, patents or designs resulting from the work of the Institute.

PROVIDED THAT nothing herein shall be deemed to exclude any Member of the Institute from the benefit of any grant in furtherance of the objects of the Institute expressed in Clause 3 c hereof nor prevent any Member from receiving any prize or certificate awarded to him in connection with any exhibition, competition or examination organised or financed by the Institute in furtherance of its objects.

- 5. The liability of the Members is limited.
- 6. Every Member of the Institute undertakes to contribute to the assets of the Institute, in the event of the same being wound up while it is a Member, or within one year after it ceases to be a Member, for payment of the debts and liabilities of the Institute contracted before it 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 one pound.
- 7. If upon the winding up or dissolution of the Institute there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members of the Institute but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Institute, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Institute under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Institute at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object.

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.

Names, Addresses and Descriptions of Subscribers

T. Ready, Jr.	<i>For</i> Kaiser Aluminum & Chemical Corporation Chairman of the Executive Committee
P. Jouven	<i>For</i> Pechiney Ugine Kuhlmann Chairman of the Board
J.D. Harper	<i>For</i> Aluminum Company of America Chairman of the Board
N.V. Davis	<i>For</i> Alcan Aluminium Limited Chairman of the Board
E.R. Meyer	<i>For</i> Swiss Aluminium Limited Chairman of the Board
R.S. Reynolds, Jr.	<i>For</i> Reynolds Metals Company President and Chairman
G. Prados	<i>For</i> Aluminio de Galicia SA President
J. Michelet	<i>For</i> Årdal Og Sunndal Verk, A/G President

A. Lundström	<i>For</i> Gränges Essem AB President
H. Shinojima	<i>For</i> Mitsubishi Chemical Industries Limited Chairman and President
R. Richards	<i>For</i> National-Southwire Aluminum Company President
J.B. Woodlief	<i>For</i> Anaconda Aluminum Company President
O.V. Peterson	<i>For</i> Cia Mineira de Alumínio Alcominas President
O.V. Peterson	<i>For</i> Companhia Brasileira del Alumínio Attorney
R. Kurimura	<i>For</i> Mitsui Aluminium Co Ltd President
I. Nakayama	<i>For</i> Nippon Light Metal Company Limited President
N. Hasegawa	<i>For</i> Sumitomo Chemical Company Limited President
G.C. Mott	<i>For</i> Olin Corporation President Aluminum Group
R. Escherich	<i>For</i> Vereinigte Aluminium-Werke Vorstandsmitglied
G. Schlichtermann	<i>For</i> Metallgesellschaft AG Vorstandsmitglied
I. MacGregor	<i>For</i> American Metal Climax Inc Chairman
R. Sonnenberg	<i>For</i> Hunter Douglas NV President
A. Rais	<i>For</i> Iranian Aluminium Company Director
R. Mora	<i>For</i> Aluminio S.A. De C.V. General Director
W. Porter, Jr.	<i>For</i> Alcoa of Australia Limited Managing Director
P. Nieto	<i>For</i> Empresa Nacional del Aluminio SA Consejero Gerente
J.R. Schrage	<i>For</i> Holland Aluminium NV Managing Director
C.H. Sun	<i>For</i> Taiwan Aluminium Corporation Board Chairman
J.J. Kitshoff	<i>For</i> Alusaf (Proprietary) Limited Chairman
T.D. Kim	<i>For</i> Hankuk Aluminum Refining Company President
L.A. Conradi	<i>For</i> Alnor Aluminum Norway A/S President
R.P. Jensen	<i>For</i> Howmet Corporation President

K. Lorck	<i>For</i> Elkem Aluminium A/S President
H. Schobesberger	<i>For</i> Vereinigte Metallwerke Ranshofen-Bemdorf AG Director
R.E. Utiger	<i>For</i> The British Aluminium Company Limited Managing Director
R. Wiesinger	<i>For</i> Kaiser-Preussag Aluminium GmbH Vice-President
B. Giuliani	<i>For</i> Gebruder Giuliani GmbH Manager
J.D. Robbins	<i>For</i> Aluminium Bahrain Chairman
G. Carta	<i>For</i> Alluminio Sardo SpA President
G. Callaioli	<i>For</i> Montedison SpA Director General
P.J. Elton	<i>For</i> Alcan Aluminium (UK) Limited Chairman
D. Fredjohn	<i>For</i> Rio Tinto-Zinc Corporation Limited Executive Director
J.L. Reynolds	<i>For</i> Aluminio del Caroni SA President
D.J. Hibberd	<i>For</i> Comalco Limited and New Zealand Aluminium Smelters Limited Chairman

Dated the 28th day of April, 1972.

WITNESS to the above signatures:

M.W. Defty, 9 Cheapside, London, EC2.

Articles of Association

1. Tables A and C in the Schedule to The Companies (Tables A to F) Regulations 1985, as amended by The Companies (Tables A to F) (Amendment) Regulations 1985, the Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 shall not apply to these Articles.
2. In these Articles:
 - “the 1985 Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
 - “the 2006 Act” means the Companies Act 2006, to the extent that it has from time to time come into force, including any statutory modification or re-enactment thereof for the time being in force;
 - “the Acts” means the 1985 Act and the 2006 Act;
 - “Annual General Meeting” has the meaning given to it in Article 13(a);
 - “Articles” means these Articles of Association of the Institute;
 - “Board” means the Directors of the Institute as a body or a quorum of the Directors of the Institute at a Board Meeting;
 - “Board Meeting” means a meeting of the Board;
 - “clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
 - “communication” includes a communication comprising sounds or images or both and a communication effecting a payment;
 - “Conflict Situation” has the meaning given to it in Article 47;
 - “Director” means a member of the Board in accordance with Article 39;
 - “electronic communication” means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):
 - (a) by means of a system for the conveyance, through the agency of electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy, of:
 - (i) speech, music and other sounds;
 - (ii) visual images;
 - (iii) signals serving for the impartation (whether as between persons and persons, things and things or persons and things) of any matter otherwise than in the form of sounds or visual images; or
 - (iv) signals serving for the actuation or control of machinery or apparatus; and
 - (b) by other means but while in an electronic form;
 - “Eligible Producer” has the meaning given to it in Article 4;
 - “executed” includes any mode of execution;
 - “General Meeting” means a Members’ Meeting excluding an Annual General Meeting;
 - “the Institute” means the International Aluminium Institute;
 - “Interested Directors” has the meaning given to it in Article 48;
 - “Member” means a member of the Institute in accordance with Article 5;
 - “Members’ Meeting” means a meeting of the Members, being either an Annual General Meeting or a General Meeting;
 - “qualified person” means a person who is for the time being a director or general manager of or in some other senior office in a body corporate which is a Member;
 - “the seal” means the common seal of the Institute;

“Secretary General” means any person appointed to perform the duties of the Secretary General for the time being of the Institute; and

“the United Kingdom” means Great Britain and Northern Ireland.

In these Articles, unless the contrary intention appears:

Expressions referring to writing will unless the contrary intention appears be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words which are given a special meaning by the Acts have the same meaning in these Articles.

A reference to a statute, ordinance, code or other laws include regulations and other instruments under it and consolidations.

Words importing the singular number include the plural and vice versa and the masculine includes the feminine and words denoting individual persons shall include companies and corporations and vice versa.

Members

3. The number of Members is unlimited.
4. A Member shall be a body corporate (an “Eligible Producer”) engaged in the production of bauxite, alumina, aluminium, the recycling of aluminium, or fabrication of aluminium or a joint venture partner in mining, refining or smelting not included as an operator. For this purpose a body corporate shall be deemed to be an Eligible Producer engaged in the production of bauxite, alumina or aluminium not only if it itself produces bauxite, alumina or aluminium but also if it has effective control over the whole or any portion of the bauxite, alumina or aluminium production of any other body corporate provided that mere purchase of bauxite, alumina or aluminium or any right or obligation in respect of such purchase shall not of itself constitute such control.
5. The membership of the Institute shall consist of:
 - (a) those bodies corporate which were subscribers to the original Articles; and
 - (b) any other bodies corporate which are Eligible Producers and who will make or have made applications for membership in the manner specified in Article 6 hereof and whose applications will be or have been accepted by the Board.
6. No body corporate shall be admitted to membership of the Institute unless it has submitted a written application for membership in, as nearly as the circumstances will permit, the form following or to the effect following:

“INTERNATIONAL ALUMINIUM INSTITUTE

We,

being an Eligible Producer as defined in Article 4 of the Articles of Association of the International Aluminium Institute, hereby apply for membership of the International Aluminium Institute in accordance with Article 6 thereof.

For and on behalf of ”

The Board shall in all cases have absolute discretion in deciding whether any body corporate shall or shall not be admitted to membership of the Institute. The Board shall not be bound to disclose its reasons for any decision it may make in this respect. If the Board accepts any application, it shall forthwith cause the Secretary General to give notice in writing thereof to the applicant. With effect from such date as may be specified in that notice, the applicant shall be entered in the Register of Members as a Member.

7. The rights of any Member shall be personal and shall not be transferable.
8. Any Member shall cease to be a Member upon the happening of any of the following events unless the Board shall determine otherwise:
 - (a) the Member giving notice in writing to the Board of its resignation in accordance with Article 9 hereof; or
 - (b) the Member ceasing to be an Eligible Producer; or
 - (c) the Member failing to pay the dues, contributions or other moneys in accordance with Article 12 hereof for a period of six months after such payments become due; or
 - (d) the Member going into liquidation or being dissolved voluntarily or compulsorily otherwise than for the purpose of amalgamation or reconstruction or its otherwise coming under the management or control of any court, arbitrator or receiver at the instance of its creditors.
9. Any Member which intends to resign from membership of the Institute must give four months notice in writing of such intention to the Board and have paid its full dues, contributions or other moneys in accordance with Article 12 hereof for the period up to and including the expiration of the four months notice period.
10. Any Member which ceases to be such shall not be entitled to repayment of the whole or any part of any dues, contributions or other moneys already paid by it to the Institute whether they have been paid in respect of the current financial year or for a year or years in advance or otherwise.
11. In addition to all other provisions contained in the Articles with regard to membership, the Institute may, upon the recommendation of the Board, by ordinary resolution in a Members' Meeting confer Honorary Membership for a period of three years at a time upon any natural person who in its opinion has made a significant contribution to the work of the Institute, to the furtherance of the objects of the Institute or to the furtherance of the interests of Eligible Producers. Any reference in these Articles to "Member", "Members" or "membership" shall not (except in Articles 3, 7, 71 and 72 hereof) be construed as including reference to "Honorary Member", "Honorary Members" or "Honorary Membership". An Honorary Member shall have the following rights:
 - (a) to receive notice of, to attend and speak but not to be counted in the quorum present at or to vote at any Members' Meeting;
 - (b) to be exempted from the duty to pay any dues, contributions or (save in accordance with the provisions of Clause 6 of the Memorandum of Association) other moneys to the Institute; and
 - (c) to remain an Honorary Member for a period of three years or his earlier:
 - (i) resigning his Honorary Membership by giving notice in writing to the Board; or
 - (ii) becoming bankrupt or making any arrangement or composition with his creditors generally; or
 - (iii) suffering from mental disorder and either:
 - being admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any equivalent law or law of similar import in any other relevant country, or
 - an order being made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

- (iv) being removed from Honorary Membership by ordinary resolution of the Institute in a Members' Meeting.

Duties of Members

- 12. (a) Every Member shall pay to the Institute annual dues of such amount as the Board shall think fit and payable on such date or dates in each year as the Board may from time to time determine. The Board may fix different rates of dues payable as between the Members and may alter the rate or rates of any dues payable by Members.
- (b) Every Member shall also from time to time upon request from or on behalf of the Board in addition to the said annual dues pay to the Institute such contributions calculated in such manner and at such rate or rates and on such date or dates as the Board shall from time to time determine.
- (c) The Institute may take such steps as it may think fit for collecting and enforcing payment of the dues, contributions and other moneys.

Members' Meetings

- 13. (a) An Annual General Meeting of the Institute shall be held during the six month period beginning with the day following its accounting reference date and shall be held once in every year, at such time and place as may be determined by the Board. All other meetings of the Members shall be called General Meetings. Annual General Meetings and General Meetings shall together be called Members' Meetings.
- (b) The Directors may whenever they think fit and shall, on requisition in accordance with the Acts, proceed with proper expedition to convene a General Meeting.
- (c) A Members' Meeting may consist of a conference between Members some or all of whom are in different places provided that each Member who participates is able:
 - (i) to hear each of the other participating Members addressing the Members' Meeting; and
 - (ii) if it so wishes, to address all of the other participating Members simultaneously,whether directly, by conference telephone or by any other form of communications equipment (whether in use when this Article was adopted or not) or by a combination of those methods.
- (d) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Members required to form a quorum in accordance with Article 19 hereof.
- (e) A Members' Meeting held in this way is deemed to take place at the place where the largest group of participating Members is assembled or, if no such group is readily identifiable, at the place from where the Chairman of the Members' Meeting participates.
- (f) A resolution put to the vote of a Members' Meeting shall be decided by each Member indicating to the Chairman (in such manner as the Chairman may direct) whether the Member votes in favour of or against the resolution or abstains. The provisions of Article 29 hereof in relation to a demand for a poll shall also apply to a Members' Meeting held in accordance with this Article.
- (g) A resolution of the Members in writing shall be passed as an ordinary resolution if it is passed by a simple majority of the Members and shall be passed as a special resolution if it is passed by Members representing not less than 75 per cent. of the total voting rights of eligible Members.

Notice of Members' Meetings, Delegates and Observers

14. (a) Subject to the Acts, all Members' Meetings shall be called by at least 14 clear days' notice but a Members' Meeting may be called by shorter notice if is so agreed by a majority in number of the Members having a right to attend and vote at the Members' Meeting being a majority together holding not less than 90 per cent. of the total voting rights at that Members' Meeting.
- (b) The notice shall specify the time and place of the Members' Meeting, the general nature of the business to be transacted, that a Member is entitled to appoint another person as its proxy to exercise all or any of its rights to attend and speak and vote at the Members' Meeting and, in the case of an Annual General Meeting, shall specify the Members' Meeting as such.
- (c) Subject to the provisions of these Articles, the notice shall be given to all the Members and to the Board and auditors.
15. The accidental omission to give notice of a Members' Meeting to, or the non-receipt of notice of a Members' Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that Members' Meeting.
16. Every Member may by notice in writing in accordance with Article 17 hereof delivered to the Secretary General appoint a person who is in relation to that Member a qualified person to act as its delegate for the time being at Members' Meetings. Any Member may by notice in writing to the Secretary General remove from time to time any delegate so appointed and appoint another person in accordance with the foregoing in his place. Any delegate who ceases to be such a qualified person *ipso facto* ceases to be a delegate. The delegate representing any Member and present at a Members' Meeting shall be entitled to exercise all the powers of that Member in relation to the Members' Meeting. Unless and until the Secretary General receives notice (whether written or oral) that a person previously the delegate of a Member has ceased for whatsoever reason to be such a delegate, the Institute shall be entitled to assume for all purposes that the person in question is still such a delegate.
17. Every instrument appointing a delegate shall, as nearly as circumstances will admit, be in the form following or to the effect following:
- “INTERNATIONAL ALUMINIUM INSTITUTE
- We,
- a Member of the International Aluminium Institute, in pursuance of the power in that behalf contained in the Articles of Association of the International Aluminium Institute, do hereby nominate and appoint
of being a qualified person in relation to us to act as
our delegate at any meeting of the Members of the Institute and to exercise all our powers thereat.
- For and on behalf of ”
- Such notice shall be signed by a qualified person in relation to the Member giving such notice, not being the appointee himself.
18. Every delegate may appoint one observer being a qualified person in relation to the same Member as the delegate. Such appointment may be revoked by the delegate at any time other than during a Members' Meeting and the delegate may appoint another observer in his place. Upon an observer ceasing to be a qualified person in relation to the said Member or upon the delegate by whom an observer was appointed ceasing for any reason to be such, the observer shall *ipso facto* cease to be an observer. The observer shall be entitled to attend all Members' Meetings and to speak thereat but he shall not be entitled to exercise any other powers of the Member concerned thereat.

Proceedings at Members' Meetings

19. No business shall be transacted at any Members' Meeting unless a quorum is present. One-third of the Members for the time being, each being present by delegate or by proxy or by a duly authorised representative, shall be a quorum.

20. If such a quorum is not present within half an hour from the time appointed for the Members' Meeting, or if during a Members' Meeting such a quorum ceases to be present, the Members' Meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
21. The Chairman may, with the consent of a Members' Meeting at which a quorum is present (and shall if so directed by the Members' Meeting), adjourn the Members' Meeting from time to time and from place to place, but no business shall be transacted at an adjourned Members' Meeting other than business which might properly have been transacted at the Members' Meeting had the adjournment not taken place. When a Members' Meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned Members' Meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
22. Notwithstanding Article 19 hereof, at any adjourned Members' Meeting, the Members present by delegate or by proxy or by a duly authorised representative shall, whatever their number, constitute a quorum.
23. (a) A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a Members' Meeting.
- (b) The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

“INTERNATIONAL ALUMINIUM INSTITUTE

[Annual] General Meeting Proxy Form

We, being a Member of the International Aluminium Institute (the “Institute”) appoint the following person or, failing him, the Chairman of the meeting

Name of Proxy

Address of Proxy

as our proxy to exercise all or any of our rights to attend, speak and vote on our behalf at the [annual] general meeting (the “Meeting”) of the Institute to be held at
on 20 at [a]/[p].m. and at any adjournment of the Meeting.

We direct our proxy to vote on the following resolutions as we have indicated by marking the appropriate box with an ‘X’. If no indication is given, our proxy will vote or abstain from voting at his or her discretion and we authorise our proxy to vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is properly put before the Meeting.

Resolutions

For

Against

- 1.
- 2.

Signature(s) or common seal

Date

_____”

- (c) The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:
- (i) in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the Members' Meeting or in any instrument of proxy sent out by the Institute in relation to the

Members' Meeting not less than 48 hours before the time for holding the Members' Meeting or adjourned Members' Meeting at which the person named in the instrument proposes to vote; or

- (ii) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
- in the notice convening the Members' Meeting, or
 - in any instrument of proxy sent out by the Institute in relation to the Members' Meeting, or
 - in any invitation contained in an electronic communication to appoint a proxy issued by the Institute in relation to the Members' Meeting,

be received at such address not less than 48 hours before the time for holding the Members' Meeting or adjourned Members' Meeting at which the person named in the appointment proposes to vote;

- (iii) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (iv) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the Members' Meeting at which the poll was demanded to the Chairman or to the Secretary General or to any Director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

- (d) A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Institute at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the Members' Meeting or adjourned Members' Meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the Members' Meeting or adjourned Members' Meeting) the time appointed for taking the poll.
- (e) If a Member has appointed both a delegate in accordance with Article 16 hereof and a proxy in accordance with this Article, attendance at a Members' Meeting by such delegate will automatically terminate the appointment of such proxy in relation to such Members' Meeting.

24. Each Member present by delegate or by proxy or by a duly authorised representative shall have one vote, whether on a show of hands or on a poll.
25. The Chairman, if any, of the Board or in his absence some other Director nominated by the Board shall preside as Chairman of the Members' Meeting, but if neither the Chairman nor such other Director (if any) be present within 15 minutes after the time appointed for holding the Members' Meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman.
26. If no Director is willing to act as Chairman, or if no Director is present within 15 minutes after the time appointed for holding the Members' Meeting, the Members present and entitled to vote shall choose one of their number to be Chairman.
27. The Chairman of any Members' Meeting shall not be entitled to a second or casting vote.

28. No Member shall be entitled to vote at any Members' Meeting unless all dues, contributions or other moneys presently payable by it to the Institute in accordance with Article 12 hereof have been paid.
29. At any Members' Meeting, a resolution put to the vote of the Members' Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the Chairman;
 - (b) by at least two Members having the right to vote on the resolution present by delegate or by proxy or by a duly authorised representative ; or
 - (c) when the total number of Members is 10 or less, by one Member having the right to vote on the resolution present by delegate or by proxy or by a duly authorised representative.
30. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the Members' Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
31. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
32. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Members or delegates, proxies or authorised representatives of Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the Members' Meeting at which the poll was demanded.
33. The demand for a poll shall not prevent the continuance of a Members' Meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the Members' Meeting shall continue as if the demand had not been made.
34. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the Members' Meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
35. No poll may be demanded or taken on a question of adjournment or on the election of a Chairman of the Members' Meeting.
36. Deleted.
37. No objection shall be raised to the qualification of any voter except at the Members' Meeting or adjourned Members' Meeting at which the vote objected to is tendered and every vote not disallowed at the Members' Meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
38. A poll demanded shall be taken either forthwith or at such time and place as the Chairman directs not being more than 30 days after the poll is demanded.

Board of Directors

39. Subject to the provisions of these Articles, the Board shall consist of the delegates for the time being (appointed under Article 16 hereof) of all Members.
- 39A. (a) Any Director (other than an alternate director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

- (b) An alternate director shall be entitled to receive notice of all Board Meetings and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Institute for his services as an alternate director.
 - (c) An alternate director shall cease to be an alternate director if his appointor ceases to be a Director.
 - (d) Any appointment or removal of an alternate director shall be by notice to the Board signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
 - (e) Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
40. (a) At the conclusion of each even numbered Annual General Meeting of the Institute the Chairman and each then Vice Chairman of the Institute shall retire from office.
- (b) Following each even numbered Annual General Meeting, the Board shall appoint from amongst the Directors a Chairman and as many Vice Chairmen as the Board shall deem appropriate. Such persons shall hold office, subject to the provisions of these Articles, until they are bound to retire in accordance with paragraph (a) of this Article.
 - (c) The Board may, but need not, appoint a retiring Vice Chairman as the succeeding Chairman or re-appoint him as a Vice Chairman. However, no person shall be eligible to hold office as Chairman for two consecutive complete periods of office thereas.
 - (d) If at any time other than as provided in paragraph (a) of this Article the Chairman or any Vice Chairman shall for any reason whatsoever vacate office, the Board shall have power to appoint the delegate of any Member to take office in that person's stead as Chairman or Vice Chairman (as the case may be).
 - (e) To be eligible to be Chairman or a Vice Chairman a delegate must be a delegate of a Member having paid its full dues, contributions or other moneys in accordance with Article 12 hereof.
41. The office of Director whether as Chairman, Vice Chairman or otherwise as Director shall be automatically vacated if he:
- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (b) ceases to be a Director by virtue of any provision of the Acts or becomes prohibited by law from being a Director; or
 - (c) is, or may be, suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any equivalent law or law of similar import in any other relevant country, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - (d) fails to declare a Conflict Situation (as defined in Article 47) or an interest in an existing or proposed transaction or arrangement with the Institute, as required by Articles 52, 53 and 54, in the manner required by Article 55; or

- (e) resigns his office by notice in writing to the Board; or
 - (f) ceases to be a delegate of a Member under Article 16 hereof; or
 - (g) is removed under section 168 of the 2006 Act.
42. The provisions of Clause 4 of the Memorandum of Association shall apply in relation not only to Directors but also to any Members of which any of them are delegates under Article 16 hereof as if those Members were themselves-Directors.

Powers and Duties of the Board of Directors

43. The business and affairs of the Institute shall be managed and administered by the Board who may exercise all such powers of the Institute as are not, by the Acts or by these Articles, required to be exercised by the Institute in a Members' Meeting, subject nevertheless to the provisions of the Acts or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Institute in a Members' Meeting but no alteration to these Articles and no regulation made by the Institute in a Members' Meeting shall invalidate any prior act of the Board which would have been valid if that alteration or regulation had not been made.
44. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Institute for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

Delegation of Directors' Powers & Establishment of Advisory Committees

45. The Board may delegate any of their powers to any committee consisting of one or more Directors. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more Directors shall be governed by the articles regulating the proceedings of Directors so far as they are capable of applying.
- 45A. The Board may at any time establish one or more advisory committees or working groups to consider and advise on matters to be determined by the Board from time to time. The Board must consider but shall not be obliged to follow the advice of any such advisory committee or working group. Any such advisory committee or working group may be established subject to any conditions the Board may impose and shall consist of one or more representatives appointed by the Institute, Members and/or associations related to the aluminium industry (each an "Advisor") in accordance with this Article. An Advisor may by notice in writing delivered to the Secretary General appoint a person to act as its representative for the time being at such advisory committee or working group. An Advisor may by notice in writing delivered to the Secretary General remove from time to time any representative so appointed and appoint another person in accordance with the foregoing in his place. Unless and until the Secretary General receives notice (whether written or oral) that a person previously the representative of an Advisor has ceased for whatsoever reason to be such a representative, the Institute shall be entitled to assume for all purposes that the person in question is still such a representative. Subject to any conditions set by the Board, the proceedings of an advisory committee or working group with two or more representatives appointed by Advisors shall be governed by the articles regulating the proceedings of Directors so far as they are capable of applying.

Directors' Appointments and Interests

46. Subject to the provisions of the 2006 Act, and provided that he has disclosed to the Board the nature and extent of any interest of his in accordance with Articles 52-57 as appropriate, a Director notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Institute or in which the Institute is otherwise interested;
 - (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Institute or

in which the Institute is otherwise interested.

Directors' Interests other than in relation to Transactions or Arrangements with the Institute

47. For the purposes of section 175 of the 2006 Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Institute (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Institute could take advantage of it, but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) (a "Conflict Situation"). Such a conflict does not include a conflict in relation to a transaction or arrangement with the Institute (in the event of which the provisions of Articles 53 to 54 shall apply).
48. Authorisation of a Conflict Situation under this Article shall be effective only if:
- (a) the declaration of interest is made as set out in Articles 52 and 55 below;
 - (b) any requirement as to the quorum at the Board Meeting at which the matter is considered is met without counting the Director in question and any other interested Director (together the "Interested Directors"); and
 - (c) the Conflict Situation was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
49. Any authorisation of a Conflict Situation pursuant to Article 47 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
50. Any authorisation of a Conflict Situation (including a Conflict Situation arising from the appointment or proposed appointment of a person as a Director) under Article 47 shall be subject to such conditions or limitations as the Directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the Directors at any time. A Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.
51. A Director shall not, save as otherwise agreed by him, be accountable to the Institute for any benefit which he (or a person connected with him) derives from any Conflict Situation authorised by the Directors under this Article and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

Provisions applicable to Declarations of Interest

52. A Director shall declare the nature and extent of his interest in a Conflict Situation to the other Directors. Such declaration must be made as soon as is reasonably practicable. Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest.
53. If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Institute, he must declare the nature and extent of that interest to the other Directors. Such declaration must be made before the Institute enters into the transaction or arrangement.
54. Where a Director is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Institute, he must declare the nature and extent of his interest to the other Directors, unless the interest has been declared under Article 53. Such a declaration must be made as soon as reasonably practicable.
55. The declaration of interest must (in the case of Article 54) and may, but need not, (in the case of Articles 52 or 53) be made:
- (a) at a Board Meeting; or

- (b) by notice to the Directors in accordance with:
 - (i) section 184 of the 2006 Act (notice in writing); or
 - (ii) section 185 of the 2006 Act (general notice).
56. If a declaration of interest proves to be, or becomes, inaccurate or incomplete, a further declaration must be made. A declaration in relation to an interest of which the Director is not aware, or where the Director is not aware of the transaction or arrangement in question, is not required. For this purpose, a Director is treated as being aware of matters of which he ought reasonably to be aware.
57. A Director need not declare an interest:
- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (b) if, or to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware).

Proceedings of the Board of Directors

58. Subject to the provisions of these Articles, the Board may regulate their proceedings as they think fit. A Director may, and the Secretary General at the request of a Director shall, call a Board Meeting.
- 58A. A Director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
59. Every Director shall be given not less than seven days' notice of a proposed Board Meeting provided that a Board Meeting may be held at short notice if a majority of the Directors shall consent in writing thereto. Such consent may be contained in one document or several documents in like form each signed by one or more of the Directors.
60. The quorum necessary for the transaction of the business of the Board may be fixed by the Board but unless so fixed shall be one-third of the Directors for the time being. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 60A. A Director shall not vote on, or be counted in the quorum at a Board Meeting in relation to, any resolution of the Board or a committee of the Board in respect of any contract, transaction or arrangement in which he has an interest. If he shall do so, his vote shall not be counted, but this prohibition shall not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
61. The Chairman shall chair Board Meetings but if at any Board Meeting the Chairman is not present within 15 minutes after the time appointed for holding the same a Vice Chairman, if present (and to be chosen by the Directors if two or more are present), shall chair the Board Meeting and if no Vice Chairman is present the Directors present may choose one of their number to chair the Board Meeting.
62. Questions arising at any Board Meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman of the Board Meeting shall not have a second or casting vote.
63. A resolution in writing notified to all Directors for the time being and signed or approved and transmitted by letter, telex, telegram, facsimile or other electronic communication by a majority of them, shall be as valid and effectual as if it had been passed at a Board Meeting duly convened and held. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- (a) A Board Meeting may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates is able:

- (i) to hear each of the other participating Directors addressing the Board Meeting; and
 - (ii) if he so wishes, to address all of the other participating Directors simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use when this Article was adopted or not) or by a combination of those methods.
- (b) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Directors required to form a quorum.
 - (c) A Board Meeting held in this way is deemed to take place at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place from where the Chairman of the Board Meeting participates.
64. All acts done by a Board Meeting, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

Secretary

65. Subject to the provisions of the Acts, the Secretary General shall be the secretary of the Institute and shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary General so appointed may be removed by them.

Minutes

66. The Board shall cause minutes to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Board; and
 - (b) of all proceedings at Members' Meetings and Board Meetings, and of committees of Directors, including the names of the Directors present at each such meeting.

The Seal

67. The seal shall only be used by the authority of the Board or of a committee of Directors authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and the Secretary General or a second Director or by a Director with an appropriate witness.

Accounts

68. No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Institute except as conferred by statute or authorised by the Board or by ordinary resolution of the Members.

Official Language

69. The official language of the Institute shall be English.

Notices

70. Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a Board Meeting) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In relation to electronic communications, "address" includes any number or address used for the purposes of such communications.

71. A notice may be given by the Institute to any Member either personally or by sending it by post or electronic communication to its registered address. The signature of any notice to be given by the Institute, the Board or the Secretary General may be written or printed.
72. Notice of every Members' Meeting shall be given in any manner hereinbefore authorised to:
- (a) every Director;
 - (b) every Member; and
 - (c) the auditor for time being of the Institute.
- No other person shall be entitled to receive notice of Members' Meetings.
73. Every notice or application to the Board or the Secretary General or the Institute, except where otherwise specifically provided, shall be sufficiently given if the same be in writing signed by the person or persons giving or making the same and be given to the Secretary General or be left at the Registered Office of the Institute addressed to him or be forwarded to him at such Registered Office by post or facsimile transmission.
74. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting first class a letter containing the notice provided that when a notice is to be sent by post to or from an address outside the United Kingdom the letter containing the same shall be sent by airmail post. A notice sent by post (airmail or otherwise) shall be deemed to have been served at the expiration of 48 hours after being posted. Proof that a facsimile or telex transmission setting out the terms of a notice was properly dispatched shall be conclusive evidence that the notice was given. A notice so given shall be deemed to have been given at the expiration of 48 hours after the facsimile or telex transmission was dispatched.

Indemnity

75. Subject to the 2006 Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, each Director or other officer of the Institute (other than any person (whether an officer or not) engaged by the Institute as auditor) shall be indemnified out of the Institute's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Institute's affairs.
76. Subject to the 2006 Act, any servant of the Institute (other than any person engaged by the Institute as auditor) shall be indemnified against all costs, charges, losses, expenses and liabilities which any such servant may incur or become liable for by reason of any contract entered into or act or thing done by him in the discharge of his duties.

Dissolution

77. Clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Institute shall have effect as if the provisions thereof were repeated in these Articles.

Names, Addresses and Descriptions of Subscribers to Original Articles of Association

T. Ready, Jr. *For* Kaiser Aluminum & Chemical Corporation
Chairman of the Executive Committee

P. Jouven *For* Pechiney Ugine Kuhlmann
Chairman of the Board

J.D. Harper	<i>For</i> Aluminum Company of America Chairman of the Board
N.V. Davis	<i>For</i> Alcan Aluminium Limited Chairman of the Board
E.R. Meyer	<i>For</i> Swiss Aluminium Limited Chairman of the Board
R.S. Reynolds, Jr.	<i>For</i> Reynolds Metals Company President and Chairman
G. Prados	<i>For</i> Aluminio de Galicia SA President
J. Michelet	<i>For</i> Årdal Og Sunndal Verk, A/G President
A. Lundström	<i>For</i> Gränges EssemAB President
H. Shinojima	<i>For</i> Mitsubishi Chemical Industries Limited Chairman and President
R. Richards	<i>For</i> National-Southwire Aluminum Company President
J.B. Woodlief	<i>For</i> Anaconda Aluminum Company President
O.V. Peterson	<i>For</i> Cia Mineira de Alumínio Alcominas President
O.V. Peterson	<i>For</i> Companhia Brasileira del Alumínio Attorney
R. Kurimura	<i>For</i> Mitsui Aluminium Co Ltd President
I. Nakayama	<i>For</i> Nippon Light Metal Company Limited President
N. Hasegawa	<i>For</i> Sumitomo Chemical Company Limited President
G.C. Mott	<i>For</i> Olin Corporation President Aluminum Group
R. Escherich	<i>For</i> Vereinigte Aluminium-Werke Vorstandsmitglied
G. Schlichtermann	<i>For</i> Metallgesellschaft AG Vorstandsmitglied
I. MacGregor	<i>For</i> American Metal Climax Inc Chairman
R. Sonnenberg	<i>For</i> Hunter Douglas NV President
A. Rais	<i>For</i> Iranian Aluminium Company Director
R. Mora	<i>For</i> Aluminio S.A. De C.V. General Director
W. Porter, Jr.	<i>For</i> Alcoa of Australia Limited Managing Director
P. Nieto	<i>For</i> Empresa Nacional del Aluminio SA Consejero Gerente

J.R. Schrage	<i>For</i> Holland Aluminium NV Managing Director
C.H. Sun	<i>For</i> Taiwan Aluminium Corporation Board Chairman
J.J. Kitshoff	<i>For</i> Alusaf (Proprietary) Limited Chairman
T.D. Kim	<i>For</i> Hankuk Aluminum Refining Company President
L.A. Conradi	<i>For</i> Alnor Aluminum Norway A/S President
R.P. Jensen	<i>For</i> Howmet Corporation President
K. Lorck	<i>For</i> Elkem Aluminium A/S President
H. Schobesberger	<i>For</i> Vereinigte Metallwerke Ranshofen-Bemdorf AG Director
R.E. Utiger	<i>For</i> The British Aluminium Company Limited Managing Director
R. Wiesinger	<i>For</i> Kaiser-Preussag Aluminium GmbH Vice-President
B. Giuliani	<i>For</i> Gebruder Giuliani GmbH Manager
J.D. Robbins	<i>For</i> Aluminium Bahrain Chairman
G. Carta	<i>For</i> Alluminio Sardo SpA President
G. Callaioli	<i>For</i> Montedison SpA Director General
P.J. Elton	<i>For</i> Alcan Aluminium (UK) Limited Chairman
D. Fredjohn	<i>For</i> Rio Tinto-Zinc Corporation Limited Executive Director
J.L. Reynolds	<i>For</i> Aluminio del Caroni SA President
D.J. Hibberd	<i>For</i> Comalco Limited and New Zealand Aluminium Smelters Limited Chairman

Dated the 28th day of April, 1972.

WITNESS to the above signatures:

M.W. Defty, 9 Cheapside, London, EC2.