

## THE COMPANIES ACT, 1948."



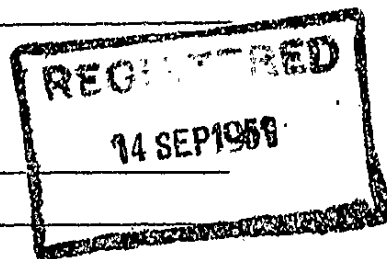
A 5s.  
Companies  
Registration  
Fee Stamp  
must be  
impressed  
here.

## Declaration of Compliance

requirements of the Companies Act, 1948, made pursuant to S. 15 (2) of the said  
behalf of a Company proposed to be registered as

Parkersell

LIMITED.

York Avenue

4 Clements Inn, W.C.2 in the City of  
Westminster

I do hereby and sincerely declare that I am <sup>(\*)</sup> a Solicitor of the Supreme  
Court engaged in the formation

(\*) Here insert  
either "A Solicitor  
of the Supreme  
Court engaged in  
the formation," or  
"A person named  
in the Articles of  
Association  
as a Director (or  
Secretary) which  
over the case."

Parkersell

Limited,

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

at 3/4 Clements Inn  
the County of London

on 9th day of August

and nine hundred and eighty one

A. V. DARLINGTON  
A Commissioner for Oaths.

J. P. B. B.

SHAW &amp; BLAKE, Ltd.

led for registration by James P. B. B. 3/4 Clements Inn, W.C.2  
LONDON, W.C.2.

PHONE: HOLBORN 3855 (3 lines).

TELEGRAMS: "DUNTERTIME, ESTRAND, LONDON."

SHAW &amp; BLAKE, LIMITED,

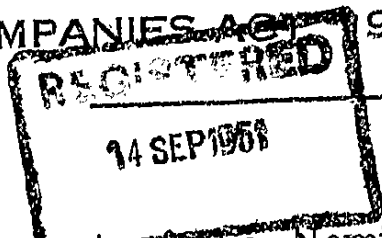
Company Registration Agents, Printers &amp; Stationers,

8, Bell Yard, Temple Bar, London, W.C.2.

No. of Certificate 499423

Form No. 25.

THE COMPANIES ACT 1948.



### Statement of the Nominal Capital

made pursuant to s. 112 of the Stamp Act, 1891, as amended by the Finance Acts of 1899, 1920 and 1933. (Note.—The Stamp Duty on the Nominal Capital to be impressed above is Ten Shillings for every £100 or fraction of £100.)

THE NOMINAL CAPITAL OF Parkersell  
..... LIMITED,  
is Five Thousand Pounds, divided  
into 5,000 Shares of One Pound each.

Signature G. Proci

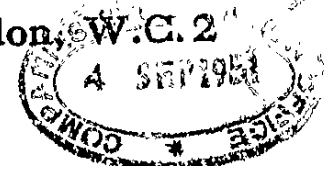
Description Secretary pro tem.  
(State whether Director or Secretary)

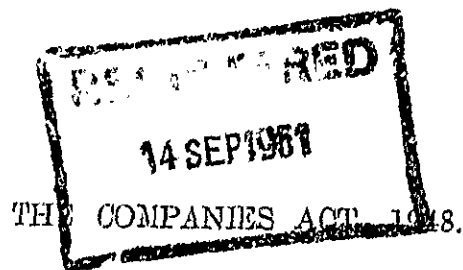
Dated the 28<sup>th</sup> day of August 1951

Presented for registration by SHAW & BLAKE, Ltd.  
8, Bell Yard, Temple Bar, London, W.C.2.

TELEPHONE: HOLBORN 3355 (3 lines). TELEGRAMS: "DUNTERFYME, ESTAND, LONDON."

**SHAW & BLAKE, LIMITED,**  
Company Registration Agents, Printers & Stationers,  
8, Bell Yard, Temple Bar, London, W.C.2





COMPANY LIMITED BY SHARES

## Memorandum of Association

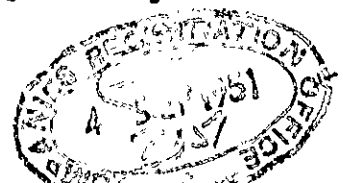
OF

# PARKERSELL LIMITED

1. The name of the Company is "PARKERSELL LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are :-

(a) To carry on business as dyers, cleaners and manufacturing, research, dispensing and analytical chemists and druggists, and to grow, buy, sell (both retail and wholesale), manipulate, manufacture, both under license and otherwise, refine, import, export and deal in raw materials of every kind, chemicals, cleaning fluids, drugs, medicines, patent medicines, pharmaceutical products, surgical goods and instruments, manures, fertilisers, compounds, cements, dyes, paints and pigments, gases, disinfectants, acids, powders, plastics, greases, soaps, oleaginous compounds, emulsions, adhesives, synthetic products and substances and other industrial preparations, electrical, photographic and proprietary articles and commodities, patent, chemical, concentrated and prepared foods and substances, apparatus and other things of all kinds capable of being used in any business and industry generally, toilet, personal and household articles and sweetmeats and liquors of every description, and to act as drysalers, oil and colourmen, publishers and technical experts, advisers and specialists in chemical research work generally.

SHAW & BLAKE, Ltd.  
Solicitors



- (b) To carry on any other business similar to or complementary to the foregoing businesses or which in the opinion of the Company can be conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company.
- (c) To buy, take on lease or hiring agreement or otherwise acquire, land or any other property, real or personal, movable or immovable, or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
- (d) To take out, apply for and acquire by original grant or by transfer or assignment or otherwise letters patent, brevets d'invention, licences, concessions, secret processes and inventions and to use and exercise the same or to sell, assign and develop the same or grant licences in respect thereof or, otherwise turn the same to the advantage of the Company.
- (e) To erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not.
- (f) To invest the money of the Company in any manner that the Company may think fit.
- (g) To enter into partnership or joint purse agreement with or to make any agreement or arrangement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof or to amalgamate with any such company, firm or person.
- (h) To sell the whole or any part of the undertaking of the Company for cash, shares, debentures or any other consideration.
- (i) To acquire by purchase or otherwise and either for cash, shares or debentures in the Company or any other consideration any other business or any interest therein which in the opinion of the Company may be conveniently or profitably combined with the business of the Company.
- (j) To lend money to customers and others and to guarantee the observance and performance of obligations and contracts by customers and others.
- (k) To borrow money and secure the repayment thereof by the creation and issue of mortgages, debentures, debenture stock or other securities.
- (l) To draw, make, endorse, accept, discount and negotiate, bills, notes, warrants and negotiable instruments of all kinds.

- (m) To remunerate any company, firm or person for services rendered in the promotion of the Company or the issue or placing of the shares, stock, debentures, debenture stock or other obligations of the Company and to pay all expenses incurred in connection with such promotion or the creation, issue and placing of any such shares, stock, debentures, debenture stock or other obligation.
- (n) To grant pensions to employees and ex-employees and Directors and ex-Directors or other officers or ex-officers of the Company their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to or assist in the promotion of any charitable benevolent or public purpose or object.
- (o) To promote or assist in the promotion of any company having objects similar to or complementary to the objects of the Company and to subscribe, underwrite, buy or hold the shares, stock, debentures, debenture stock or other obligations of such company.
- (p) To promote the Company's interests by advertising its products and services in any manner and in particular to give prizes or gifts to customers or potential customers and to promote or take part in competitions, displays and exhibitions.
- (q) To distribute all or any of the assets of the Company in specie between the members of the Company in accordance with their rights.
- (r) To do all or any other acts and things which in the opinion of the Company may be conducive or incidental to the objects of the Company.
- (s) To do all such things in any part of the world either as principal or agent and either alone or in conjunction with any other person, firm or company.

All of the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £5,000 divided into 5,000 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
<p>HENRY JINDRICH PARKER  <i>Henry Jindrich PARKER</i>            30. DEKNINGTON PARK RD            LONDON N.W. 6  <i>Mamagh</i></p> <p><i>D.D. Sellon, David Dundas Sellon.</i>            DAVID DUNDAS SELLOON.            18 St. John's Park, Blackheath, London, S.E. 3.  <i>Gentleman.</i></p>	<p><i>one</i></p> <p><i>One.</i></p>

DATED this 21<sup>st</sup> day of August 1951.

WITNESS to the above signatures :-

*G. Brown*

*3/4 Solicitors Ltd, W.C. 2*

*Solicitors*



THE COMPANIES ACT, 1948.



COMPANY LIMITED BY SHARES

REGISTERED

14 SEP 1951

## Articles of Association:

OF

# PARKERSELL LIMITED

### PRELIMINARY

1. The Regulations set out in Table A (Part II) of the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A") shall except as hereinafter provided apply to the Company and Regulation 1 of Part I of Table A shall apply to the construction of these Articles.

2. Regulations 39 to 43 (inclusive), 62, 66, 75, 84, 89 to 93, 107, 108, 110 and 134 of Part I of Table A and Regulation 3 of Part II of Table A shall not apply to the Company.

### CAPITAL

3. The initial share capital of the Company is £5,000 divided into 5,000 shares of £1 each.

4. The shares of the Company whether forming part of the original capital or of any increased capital may be allotted or otherwise disposed of to such persons and for such consideration and upon such terms as the Directors may determine subject in the case of any shares forming part of any increased capital to such directions as to the allotment or disposal thereof as may be given by the Company in general meeting at the time of the creation of such shares and subject also to the provisions of Regulation 2 of Part II of Table A.

5. Subject to the provisions of Section 58 of the Act any Preference Shares may be issued on the terms

that they are, or at the option of the Company are liable to be redeemed.

#### VARIATION OF RIGHTS

6. If any such separate general meeting as is referred to in Regulation 4 of Part I of Table A shall be adjourned by reason of there being no quorum present and if at the adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting the holders of shares of the class present shall be a quorum.

#### TRANSMISSION OF SHARES

7. Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, husband, wife, nephew or niece of such member and any share of a deceased member may be transferred to any such relative as aforesaid of the deceased member or to the executors or administrators of any such deceased member. Any share standing in the name of the trustees of the Will of any deceased member or of a Settlement created by a member or a deceased member may be transferred upon any change of trustees to the trustees for the time being of such Will or Settlement or to a person to whom such member or deceased member would have been entitled to transfer the same. Save as aforesaid the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share and the Directors shall not register any such transfer without the consent of David Dundas Sellon and Henry Parker.

8. The proviso to Regulation 32 of Part I of Table A shall not apply to the Company.

#### VOTES OF MEMBERS

9. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder.

#### DIRECTORS

10. The number of Directors shall not be less than two or more than five and the first Directors of the Company shall be determined in writing by the subscribers to the Memorandum of Association.

#### POWERS AND DUTIES OF DIRECTORS

11. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in manner required by Section 199 of the Act. A Director may vote in respect of any such contract or proposed contract and if he do so vote his vote shall be counted



and he shall be capable of constituting a quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.

12. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

13. Any Director 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 of the Company.

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

- (a) Ceases to be a Director by virtue of Section 182 of the Act.
- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act, or
- (d) Becomes of unsound mind, or
- (e) Resigns his office by notice in writing to the Company, or
- (f) Shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period.

#### BORROWING POWERS

15. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

#### MANAGING DIRECTORS AND MANAGERS

16. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment. A Director so appointed shall not whilst holding any such office be subject to retirement by rotation or be taken into account in determining the number of Directors to retire by rotation or the rotation of retirement of Directors but his appointment shall subject to the payment to him of such compensation or damages as may be payable to him by reason thereof be automatically determined if he cease from any cause to be a Director.

17. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way or partly in another) as the Directors may determine.

#### SECRETARY

18. The first Secretary shall be appointed at the first meeting of the Directors. Any Secretary for the time being of the Company may subject to the terms of any agreement between him and the Company be removed by the Directors and another appointed in his place. The Secretary may be appointed for such term at such remuneration and on such terms as the Directors may think fit. If at any time there shall be no Secretary or for any reason no Secretary capable of acting the Directors may appoint an assistant or deputy Secretary.

#### NOTICES

19. Notice of every general meeting shall be given in manner authorised by Table A to every member except those members who are by these Articles disentitled from receiving such notices and those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them.

#### CHANGE OF ARTICLES

20. The Company may from time to time alter or add to any of these Articles by passing and registering a special resolution in the manner prescribed by the Act. No member of the Company shall be bound by any alteration made in the Memorandum of Association or in the Articles after the date on which he became a Member, if and so far as the alteration requires him to take or subscribe for more shares than the number held by him at the date on which the alteration is made, or in any way increases his liability as at that date to contribute to the Share Capital of, or otherwise to pay money to, the Company, unless such member agrees in writing to be bound by the alteration either before or after it is made.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS
--

<p>Henry Frederick Parnis 30. Dennington Park Road London N.W. 6 Manager.</p>
---

<p><u>D. D. Sellon</u>. David Dundas Sellon.</p>
--

<p>DAVID DUNDAS SELLON,</p>
-----------------------------

<p>18 St. John's Park, Blackheath, London, S.E.3. Gentleman.</p>
--

DATED this 27<sup>th</sup> day of August 1951.

WITNESS to the above signatures :-

J. H. Aspin

31st Clements Lane, W.C.2

Solicitor

DUPLICATE FOR THE FILE.

No. 499423



## Certificate of Incorporation

I Hereby Certify, That

PANCREOLL LIMITED

is this day Incorporated under the Companies Act, 1943, and that the  
Company is Limited.

Given under my hand at London this fourteenth day of  
September.....One Thousand Nine Hundred and Fifty-one

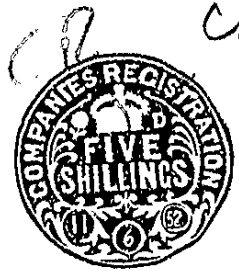
*W. J. H. H. H.*  
Registrar of Companies.

Certificate  
received by

Date

17/9/51

499423/8  
77826



THE COMPANIES ACT, 1948

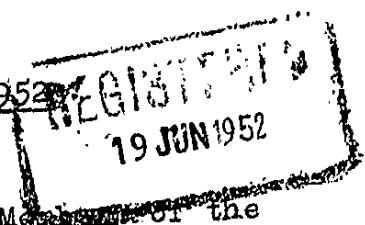
COMPANY LIMITED BY SHARES

R E S O L U T I O N

- of -

PARKERSELL LIMITED

Passed the 24th day of April, 1952

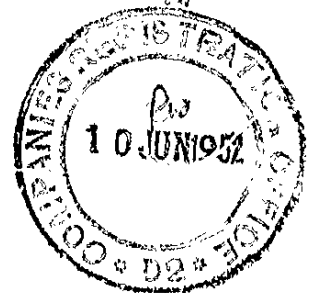
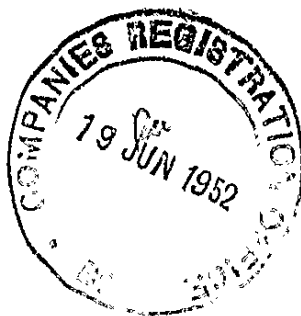


AT AN EXTRAORDINARY GENERAL MEETING of the Members of the  
above Company, duly convened and held at 3/4 Clements  
Inn, London, W.C.2. on the 24th day of April, 1952 the  
following <sup>ORDINARY</sup> RESOLUTION was duly passed :-

THAT the capital of the Company be increased by  
£1,000 to £6,000 by the creation of 1,000 shares to  
rank pari passu with the existing shares.

*D.D. Bell*

Chairman.



C 34  
C 715

Number of  
Company

499423/9

Form No. 10.



# THE COMPANIES ACT 1948

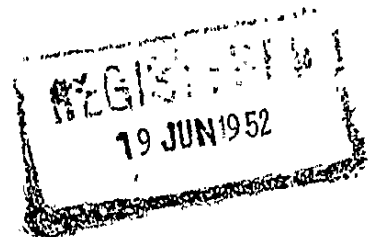
## Notice of Increase in Nominal Capital

Pursuant to section 63

Insert the  
Name  
of the  
Company

Parkersell

LIMITED



NOTE.—This notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

Presented by

Sidford Keen.

2. Guildhall Chambers

31/34 Braintree St. EC2



The Solicitors' Law Stationery Society, Limited,  
Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;  
30 John Dalton Street, Manchester, 2; 75 St. Mary Street, Cardiff; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.



# THE STAMP ACT 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES



## Statement of Increase of the Nominal Capital

OF

*Parkersell*

LIMITED

Pursuant to Section 112 of the Stamp Act 1891 as amended by Section 7 of the Finance Act 1899, by Section 39 of the Finance Act 1920, and Section 41 of the Finance Act 1933.

NOTE.—The Stamp duty on an increase of Nominal Capital is Ten-Shillings for every £100 or fraction of £100.

19 JUN 1952

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act 1903.)

Entered by

*Suford and Keen*

*2. Guildhall Chambers*

*31/34 Basinghall St EC2*

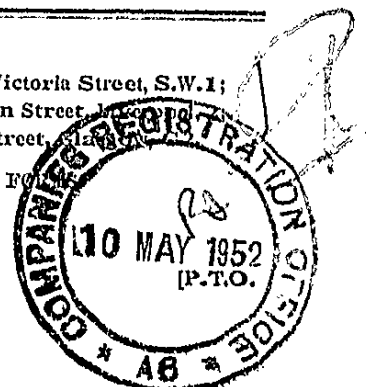
The Solicitors' Law Stationery Society, Limited.

Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool; 5 St. James's Square, Manchester, 2; 75 St. Mary Street, Cardiff; 157 Hope Street, Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

36131.6-12-51

Companies 6B



0494.

# THE NOMINAL CAPITAL

OF

*Parkeswell* Limited

has by a Resolution of the Company dated

*24th April* 1952 been increased by

the addition thereto of the sum of £1,000—

divided into :—

*1000 Ordinary* Shares of £1— each

— Shares of — each

beyond the registered Capital of £5000—

Signature

*A.B. Lapail*

(State whether Director or Secretary)

*Secretary*

Dated the

*9<sup>th</sup>*

day of

*May*

1952

Note.—This margin is reserved for binding and must not be written across



23/14  
Aug 1952  
A 10/5/52

# PARKERSELL LIMITED



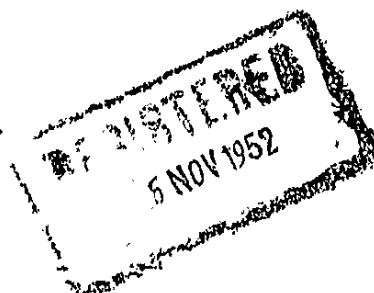
MINUTES OF AN EXTRAORDINARY GENERAL MEETING OF THE  
MEMBERS OF THE COMPANY HELD AT THE REGISTERED OFFICE  
ON WEDNESDAY THE 15TH OCTOBER 1952 AT 4.0 P.M.

*Present:* MR. D. D. SELLON *in the Chair.*

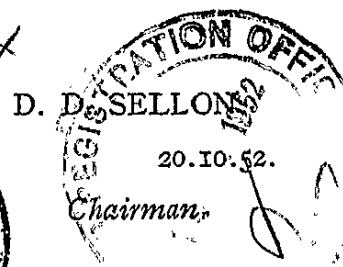
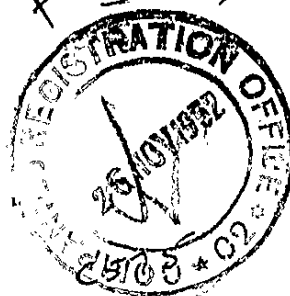
MR. H. J. PARKER.

MR. J. I. BERRY.

*In Attendance:* MR. J. B. SIDFORD, *the Secretary.*



It was unanimously resolved that the capital of the Company be increased by £1,500 to £7,500 by the creation of 1,500 shares of £1 each to rank pari passu with the existing shares.



Number of  
Company

499423.15



## THE COMPANIES ACT 1948

### Notice of Increase in Nominal Capital

Pursuant to section 63

Name of the  
Company

Parkesell.

LIMITED

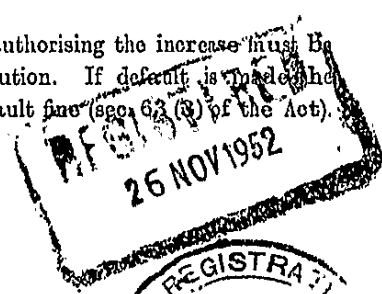
NOTE.—This notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

Signed by

Lidford & Keen.

2. Guildhall Chambers.

31/34, Baringhall Street. 9C2.



The Solicitors' Law Stationery Society, Limited,  
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;  
28-30 John Dalton Street, Manchester, 2; 75 St. Mary Street, Cardiff; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

To THE REGISTRAR OF COMPANIES.

*Parkersell* Limited, hereby gives you notice, pursuant to  
\*Ordinary  
"Ordinary," Section 63 of the Companies Act, 1948, that by a \*  
"Extra-ordinary," or  
"Special". Resolution of the Company dated the 15th day of October, 1952.  
the Nominal Capital of the Company has been increased by the addition thereto of  
the sum of £ 1500  
beyond the Registered Capital of £ 6000.

The additional Capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each Share
<u>1500</u>	<u>Ordinary</u>	<u>£1.</u>

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.)  
subject to which the new shares have been, or are to be, issued are as follows:—

*Pari passu with the existing shares.*

\* \* If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature

*J.B. Scrimgeour*

State whether Director  
or Secretary

*Secretary*

Dated the

12th

day of

November

1952

Number of }  
Company }

499423/16

Form No. 26a

# THE STAMP ACT 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES



## Statement of Increase of the Nominal Capital

OF

Parkersell.

LIMITED

Pursuant to Section 112 of the Stamp Act 1891 as amended by Section 7 of the Finance Act 1899, by Section 39 of the Finance Act 1920, and Section 41 of the Finance Act 1933.

*NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.*

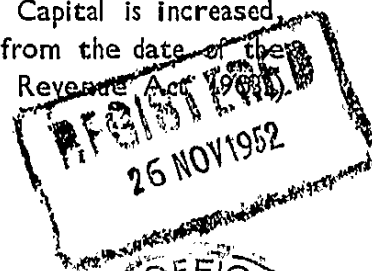
This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act 1960)

Represented by

Sidford & Keen.

2, Guildhall Chambers

21/24, Broadhall Street, 9 C.A.



The Solicitors' Law Stationery Society, Limited.

22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2; 5 St. James's Square, Manchester, 2; 75 St. Mary Street, Cardiff; 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

# THE NOMINAL CAPITAL

OF

Parkesell Limited

has by a Resolution of the Company dated  
15th October 1952 been increased by  
the addition thereto of the sum of £1500,  
divided into :—

1500 Ordinary Shares of £1 each  
Shares of each  
beyond the registered Capital of £6000.

Signature J.B. Laford

(State whether Director or Secretary) Secretary

Dated the 13th November day of 1952

Note.—This margin is reserved for binding and must not be written across

73/27

W



PARKERSELL LIMITED

An Extraordinary General Meeting of Parkersell Ltd duly Convened on Notice was held on Tuesday the 2nd day of February 1960 at 1.15 o'clock in the afternoon and the following Special Resolutions were duly passed.

1. THAT the Share Capital of the Company be increased from £7,500 to £10,000 by the creation of 2500 Ordinary Shares of £1. each
2. THAT 2,498 of the shares thus created shall be issued and allotted to Joseph Edgar Bazely Stone the Managing Director of the Company gratuitously, in consideration of his undertaking to remain with the Company in his present capacity for a period of not less than three years
3. THE Secretary shall complete a return of allotments

By Order of the Board

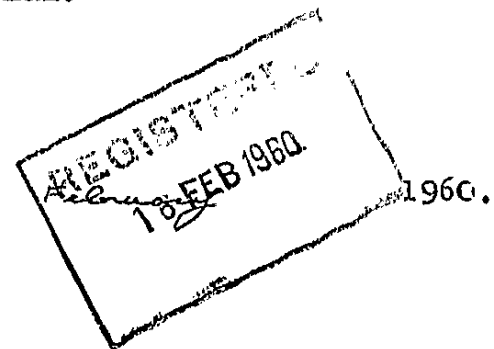
*O. D. Sellow*

Chairman.

DATED the

*twelfth*

day of



1960.

*W*

5 FEB 1960

Number of  
Company

499423/28



# THE COMPANIES ACT, 1948

Adm 10/1

## Notice of Increase in Nominal Capital

Pursuant to section 63

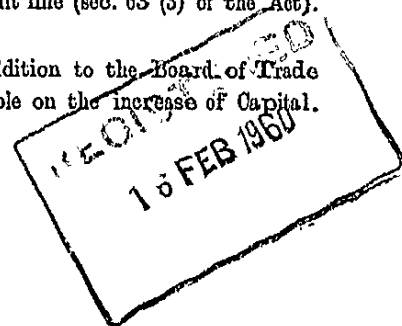
Insert the  
Name  
of the  
Company

PARKERSELL

LIMITED

NOTE.—This Notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

A filing fee of 5s. is payable on this Notice in addition to the Board of Trade Registration Fees (if any) and the Capital Duty payable on the increase of Capital. (See Twelfth Schedule to the Act).



Presented by

Messrs. Berry & Berry,

11, Church Road,

Tunbridge Wells, Kent.

The Solicitors' Law Stationery Society, Limited  
2 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
5 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North  
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS

16 FEB 1960

To THE REGISTRAR OF COMPANIES.

PARKERSELL

Limited, hereby gives you notice, pursuant to  
\*Ordinary, Section 63 of the Companies Act, 1948, that by a \* Special  
\*Extra -  
\*ordinary, or  
\*Special. Resolution of the Company dated the 2nd day of February, 1960  
the Nominal Capital of the Company has been increased by the addition thereto of  
the sum of £ 2,500 beyond the Registered Capital  
of £ 7,500

The additional Capital is divided as follows :—

Number of Shares	Class of Share	Nominal amount of each Share
2500	Ordinary	£1

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.)  
subject to which the new shares have been, or are to be, issued are as follows :—

"Pari Passu with shares now issued"

\* \* If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature A. S. Seldon

State whether Director  
or Secretary } Chairman

Dated the 12<sup>th</sup> day of February, 1960.



Number of  
Company

499423/29

Form No. 26a

# THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

## Statement of Increase of the Nominal Capital

OF

PARKERSELL

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

*NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.*

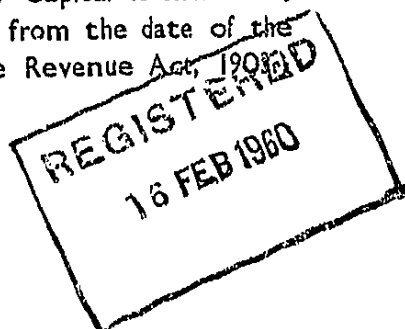
This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1901)

Presented by

Messrs. Berry & Berry,

11, Church Road,

Tunbridge Wells, Kent.



The Solicitors' Law Stationery Society, Limited.  
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North  
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

# THE NOMINAL CAPITAL

OF

PARKERSELL

Limited

has by a Resolution of the Company dated  
2nd February, 1960 been increased by

the addition thereto of the sum of £2,500,  
divided into :—

2500 Ordinary Shares of £1 each

                     Shares of              each

beyond the registered Capital of                     

SEVEN THOUSAND FIVE HUNDRED (£7,500)

Signature D. O. Sellon

(State whether Director or Secretary) Chairman

Dated the 12<sup>th</sup> day of February, 1960

Note.—This margin is reserved for binding and must not be written across

No of Company. 499423.  
36

THE COMPANIES ACT, 1948  
COMPANY LIMITED BY SHARES

SPECIAL  
RESOLUTION

- of -

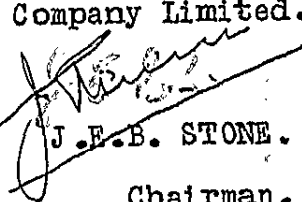
PARKERSELL LIMITED

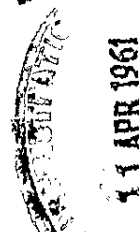
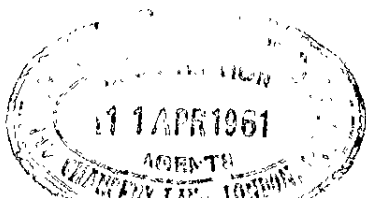


Passed the 15th day of March 1961

AT AN EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at Dalzell, Worthy Road, Winchester in the County of Hants, on the 15th day of March 1961, the following SPECIAL RESOLUTION was duly passed :-

That the name of the Company be changed to  
Parkersell Cleaning Company Limited.

  
J.E.B. STONE.  
Chairman.



Company Number 499423

B



Reference: C.R. 98/724/61

BOARD OF TRADE,

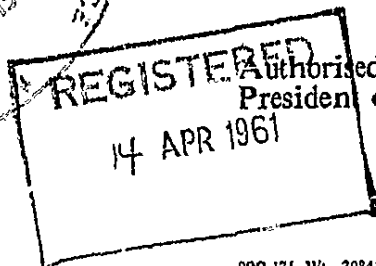
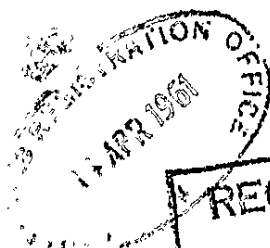
COMPANIES ACT, 1948

PARKERSELL Limited

Pursuant to the provisions of Sub-Section (1) of Section 18 of the Companies Act, 1948, the Board of Trade hereby approve of the name of the above-named Company being changed to PARKERSELL CLEANING COMPANY LIMITED

Signed on behalf of the Board of Trade

this fourteenth day of April 1961.



Authorized in that behalf by the  
President of the Board of Trade

No. C. 60.

DUPLICATE FOR THE FILE.

499423



# Certificate of Incorporation on Change of Name

Whereas

PARKERSELL LIMITED

was incorporated as a limited company under the  
Companies Act, 1948,

on the fourteenth day of September, 1951

And whereas by special resolution of the Company and with the approval  
of the Board of Trade it has changed its name.

Now therefore I hereby certify that the Company is a limited company  
incorporated under the name of

PARKERSELL CLEANING COMPANY LIMITED

Given under my hand at London, this fourteenth day of

April

One thousand nine hundred and sixty one.

Certificate received by



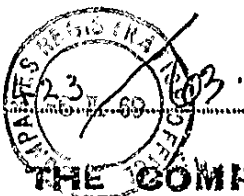
Date

*A. J. M. M.*  
Assistant Registrar of Companies.

4802

Number of  
Company

499



£ 10.00

COMPANIES

THE COMPANIES ACT, 1948

C/N 2952.

COMPANY LIMITED BY SHARES

## Special Resolution

(pursuant to the provisions of Section 141 (2) of the Companies Act, 1948)

OF

PARKERSELL CLEANING

COMPANY LIMITED

PASSED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held at the Registered Office of the Company, on the above date the following SPECIAL RESOLUTION was duly passed:-

### RESOLUTION

THAT the name of the above-named Company be changed to:-

PARKERSELL LIMITED

Director

WE HEREBY CERTIFY that, to the best of our knowledge and belief, the conditions mentioned in subsection (2) of Section 129 of the Companies Act, 1948, are satisfied at the date of passing of this Resolution, and have been satisfied at all times since the Fourteenth day of September 1951.

Director

Secretary

Insert "1st July 1948" or, if the Company was registered after that date, the date on which it was registered, or, if the Board of Trade has made a direction under the proviso to Section 129 (1) of the Companies Act, 1948, the date at which it was shown to the Board of Trade that the conditions mentioned in the certificate were satisfied.



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 499423 / 64

Whereas

**PARKERSELL CLEANING COMPANY LIMITED**

was incorporated as a limited company under the  
**Companies Act, 1948,**

on the **54TH SEPTEMBER, 1951**

And whereas by special resolution of the Company and with the approval  
of the Board of Trade it has changed its name

Now therefore I hereby certify that the Company is a limited company  
incorporated under the name of

**PARKERSELL LIMITED**

Given under my hand at London the **12TH MARCH, 1969.**

Assistant Registrar of Companies

C.172

Number of Company: 499423 / 78

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

(Copy)

SPECIAL RESOLUTIONS

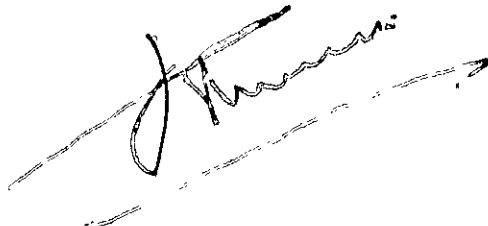
of

PARKERSELL LIMITED

Passed the 19th day of July, 1973.

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held on the 19th day of July 1973, the following SPECIAL RESOLUTIONS were duly passed :-

1. That the Memorandum of Association of the Company with respect to its objects be altered by deleting Clause 3 of the said Memorandum and by substituting therefor the new Clause 3 already approved by this Meeting, and for the purpose of identification subscribed by the Chairman thereof.
2. That the new Articles of Association already approved by this Meeting, and for the purpose of identification subscribed by the Chairman thereof, be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

  
Chairman.



Processed by:

THE LONDON LAW AGENCY LTD.

10/12 CHAMBERS,

10/12 AVE JUE,

10/12 EUE.



---

COMPANY LIMITED BY SHARES

---

Clause 3 of the

Memorandum of Association

OF

**PARKERSELL LIMITED**

---

3. The Objects for which the Company is established are:-

- (A) (i) To carry on the business of a Holding Company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise deal in such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks shares, debentures, bonds, obligations, securities, reversionary interests, annuities, policies of assurance 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, and to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings, and business of every description.
- (ii) To co-ordinate the policy and administration of any subsidiary companies or any companies of which this Company is a Member or which are in any manner controlled by this Company.
- (B) (i) To carry on all or any of the businesses of dyers, cleaners, dispensing, pharmaceutical, manufacturing and analytical chemists and druggists, opticians, sundriesmen, importers, exporters, merchants and vendors of, and dealers in pharmaceutical products, chemical preparations, drugs, patent medicines, prepared foods, food products, medicaments and medicinal preparations of every description, and of and in perfumes, soaps, cosmetics, toilet and sanitary requisites, surgical dressings first-aid outfits, elastic and rubber goods, chemical, optical, surgical and scientific instruments, apparatus, equipment, accessories, goods and materials of all kinds, grocers and provision merchants, food processors, packers and distributors, seedsmen, photographers, hairdressers, confectioners, tobacconists, newsagents and booksellers, lending library proprietors, dealers in fancy goods, articles and novelties, caterers.

(ii) To carry on all or any of the businesses of electrical and electronic engineers and contractors, manufacturers, designers, fitters, installers, maintainers, repairers, importers, exporters and distributors of, agents for, and dealers in electrical and electronic goods, appliances, accessories and supplies of every description, radio, television, telephone, computer, heating, lighting, mechanical and general engineers, inventors, constructors, installers and maintainers of audio visual and stereo units and systems, lighting, and radio, sound recording, television, power, telecommunication and telephone reception and transmission, government surplus contractors and dealers, manufacturers, fitters, maintainers, repairers and merchants of, agents for, and dealers in industrial, commercial, and domestic appliances, equipment, utensils, furniture, fittings, hardware and ironmongery and goods, wares, produce and merchandise of all kinds, builders, property repairers and developers, builders' merchants, plant hire specialists, carpenters, glaziers, shop and office fitters, estate agents, hire purchase financiers and agents, mortgage and insurance brokers, fuel merchants, haulage and transport contractors, commission and general agents, factors, brokers and warehousemen.

- (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought

fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

- (G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (I) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.
- (J) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any

- such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid
- (K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
  - (L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
  - (M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting 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 determine.
  - (N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
  - (O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the

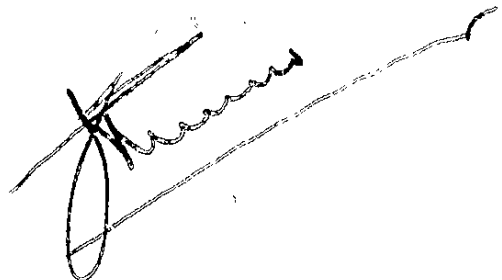
payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

- (P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (T) To subscribe or guarantee money for or organise or assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property 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.

(v) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(w) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the name of the Company.

A handwritten signature in dark ink, appearing to be "K. K. K.", is written over a horizontal line. The signature is stylized with a large loop at the end.

---

COMPANY LIMITED BY SHARES

---

*21/11/73*

**Articles of Association**

OF

**PARKERSELL LIMITED**

(Adopted by Special Resolution passed on the 19th day of July 1973)

---

**PRELIMINARY.**

1. The Regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 24, 53, 75, 77, and 79 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied hereby, the following shall be the Regulations of the Company.

2. The Company is a Private Company and Clauses 2, 4, and 5 (but not Clauses 1 and 3) in Part II of Table A shall apply to the Company.

**SHARES.**

3. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, and on such terms, and in such manner as they think fit.

4. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

**GENERAL MEETINGS.**

5. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum."

## DIRECTORS.

6. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be more than seven but need not exceed one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A.

7. The Directors of the Company are JOSEPH EDGAR BAZELEY STONE, DAVID JAMES HARRISON and TIMOTHY WILLIAM PARKER. They shall be permanent Directors of the Company, and subject to the provisions of Clause 88 in Part I of Table A each of them shall be entitled to hold such office so long as he shall live unless he shall be removed from office under Clause 96 in Part I of Table A; and accordingly Clauses 89 to 94 in Part I of Table A shall not apply to any Permanent Director.

8. A Director shall not be required to hold any Share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company; and Clause 134 in Part I of Table A shall be modified accordingly.

9. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

10. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

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

## ALTERNATE DIRECTORS.

12. Any Director may appoint any person approved by the Board to be an Alternate Director and may at any time revoke any such appointment. An Alternate Director shall be entitled to receive notice of and to attend and vote at Meetings of Directors, but shall not be entitled to any remuneration from the Company. Any appointment or revocation made under this Article shall be in writing under the hand of the Director making the same.



## ACCOUNTS.

13. Clause 126 in Part I of Table A shall be read and construed subject to the provisions of Sections 16 to 22 of The Companies Act, 1967.

14. Clause 130 in Part I of Table A shall be read and construed subject to the provisions of Sections 13 and 14 of The Companies Act, 1967.

## TRANSFER OF SHARES.

15. (A) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will. A Share may at any time be transferred to any Member of the Company.
- (B) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (C) Except where the transfer is made pursuant to Sub-Article (A) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (E) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.
- (D) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

- (E) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly The Arbitration Act, 1950, shall not apply.
- (F) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (G) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (i) hereof, to sell and transfer the Shares, or those not placed, to any person and at any price.
- (H) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.
- (I) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share; or (b) where the Directors are not of opinion that the transferee is a desirable person to admit to Membership; but paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (A) hereof.

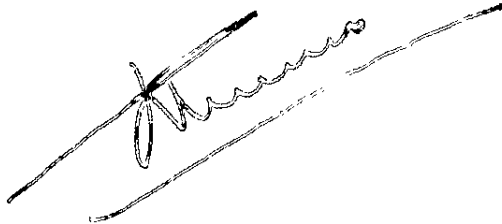
- (i) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall be given to the Member affected thereby.

#### SHARE CAPITAL.

16. The Share Capital of the Company is £10,000 divided into Ten Thousand Shares of £1 each. ✓

#### CHAIRMAN.

17. The said JOSEPH EDGAR BAZELEY STONE shall continue in office as Chairman of the Board of Directors until such time as he shall cease to be a Director; and Clause 101 in Part I of Table A shall be modified accordingly.



No. of Company: 499423/94

B1

THE COMPANIES ACTS, 1948 TO 1967

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COMPANY LIMITED BY SHARES

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## Memorandum

AND

## Articles of Association

OF

# PARKERSELL LIMITED

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Incorporated the 14th day of September, 1951.

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THE LONDON LAW AGENCY LIMITED  
Company Registration Agents, Law Agents, Printers and Publishers  
TEMPLE CHAMBERS, TEMPLE AVE., LONDON, EC4Y 0HP Tel: 01-353 9471 (6 lines)

COMPANY LIMITED BY SHARES

Memorandum of Association  
OF  
**PARKERSELL LIMITED**

(As altered by Special Resolution passed on the 19th day of July, 1973)

1. \*The Name of the Company is "PARKERSELL LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
  - (A) (i) To carry on the business of a Holding Company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise deal in such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks shares, debentures, bonds, obligations, securities, reversionary interests, annuities, policies of assurance 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, and to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings, and business of every description.
  - (ii) To co-ordinate the policy and administration of any subsidiary companies or any companies of which this Company is a Member or which are in any manner controlled by this Company.
  - (B) (i) To carry on all or any of the businesses of dyers, cleaners, dispensing, pharmaceutical, manufacturing and analytical chemists and druggists, opticians, sundriesmen, importers, exporters, merchants and vendors of, and dealers in pharmaceutical products, chemical preparations, drugs, patent medicines, prepared foods, food products, medicaments and medicinal preparations of every description, and of and in perfumes, soaps, cosmetics, toilet and sanitary requisites, surgical dressings first-aid outfits, elastic and rubber goods, chemical, optical, surgical and scientific instruments, apparatus, equipment, accessories, goods and materials of all kinds, grocers and provision merchants, food processors, packers and distributors, seedsmen, photographers, hairdressers, confectioners, tobacconists, newsagents and booksellers, lending library proprietors, dealers in fancy goods, articles and novelties, caterers.

\*The Name of the Company was, on the 14th April 1961 changed from PARKERSELL LIMITED to PARKERSELL CLEANING COMPANY LIMITED, and changed again on the 12th March 1969 to PARKERSELL LIMITED.

(ii) To carry on all or any of the businesses of electrical and electronic engineers and contractors, manufacturers, designers, fitters, installers, maintainers, repairers, importers, exporters and distributors of, agents for, and dealers in electrical and electronic goods, appliances, accessories and supplies of every description, radio, television, telephone, computer, heating, lighting, mechanical and general engineers, inventors, constructors, installers and maintainers of audio visual and stereo units and systems, lighting, and radio, sound recording, television, power, telecommunication and telephone reception and transmission, government surplus contractors and dealers, manufacturers, fitters, maintainers, repairers and merchants of, agents for, and dealers in industrial, commercial, and domestic appliances, equipment, utensils, furniture, fittings, hardware and ironmongery and goods, wares, produce and merchandise of all kinds, builders, property repairers and developers, builders' merchants, plant hire specialists, carpenters, glaziers, shop and office fitters, estate agents, hire purchase financiers and agents, mortgage and insurance brokers, fuel merchants, haulage and transport contractors, commission and general agents, factors, brokers and ware-housemen.

(c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought

fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

- (G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the the obligations and contracts of customers and others.
- (I) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.
- (J) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any

It was resolved on the 28th May, 1981:

That Clause 3(J) of the Company's Memorandum of Association be and hereby is altered by the insertion after the words "Superannuation funds" of the words "or profit sharing schemes".

such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- (K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting 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 determine.
- (N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the



payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

- (P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (T) To subscribe or guarantee money for or organise or assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property 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.

(v) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(w) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. \*The Share Capital of the Company is £5,000 divided into Five Thousand Shares of £1 each.

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\*By Resolutions passed on the 24th April 1952, 15th October 1952 and 2nd February 1960 the Share Capital of the Company was increased to £10,000 divided into Ten Thousand Shares of £1 each.

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COMPANY LIMITED BY SHARES

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Articles of Association

OF

PARKERSELL LIMITED

(Adopted by Special Resolution passed on the 19th day of July 1973)

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PRELIMINARY.

1. The Regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 24, 53, 75, 77, and 79 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied hereby, the following shall be the Regulations of the Company.

2. The Company is a Private Company and Clauses 2, 4, and 5 (but not Clauses 1 and 3) in Part II of Table A shall apply to the Company.

SHARES.

3. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, and on such terms, and in such manner as they think fit.

4. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

GENERAL MEETINGS.

5. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum."

### DIRECTORS.

6. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be more than seven but need not exceed one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A.

7. The Directors of the Company are JOSEPH EDGAR BAZELEY STONE, DAVID JAMES HARRISON and TIMOTHY WILLIAM PARKER. They shall be permanent Directors of the Company, and subject to the provisions of Clause 88 in Part I of Table A each of them shall be entitled to hold such office so long as he shall live unless he shall be removed from office under Clause 96 in Part I of Table A; and accordingly Clauses 89 to 94 in Part I of Table A shall not apply to any Permanent Director.

8. A Director shall not be required to hold any Share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company; and Clause 134 in Part I of Table A shall be modified accordingly.

9. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

10. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

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

### ALTERNATE DIRECTORS.

12. Any Director may appoint any person approved by the Board to be an Alternate Director and may at any time revoke any such appointment. An Alternate Director shall be entitled to receive notice of and to attend and vote at Meetings of Directors, but shall not be entitled to any remuneration from the Company. Any appointment or revocation made under this Article shall be in writing under the hand of the Director making the same.

## ACCOUNTS.

13. Clause 126 in Part I of Table A shall be read and construed subject to the provisions of Sections 16 to 22 of The Companies Act, 1967.

14. Clause 130 in Part I of Table A shall be read and construed subject to the provisions of Sections 13 and 14 of The Companies Act, 1967.

## TRANSFER OF SHARES.

15. (A) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of such Member; and any Share of a deceased Member may be transferred by his or her legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will. A Share may at any time be transferred to any Member of the Company.
- (B) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (C) Except where the transfer is made pursuant to Sub-Article (A) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (E) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.
- (D) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

It was resolved on the 28th May, 1981:

That Article 15(A) of the Company's Articles of Association be and hereby is altered by adding at the end:

"A Share for the time being appropriated to a Director or Employee of the Company or any of its subsidiaries pursuant to any Profit Sharing Scheme established by the Company may at any time be transferred to the Director or Employee concerned".

- (D) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly The Arbitration Act, 1950, shall not apply.
- (E) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (G) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (I) hereof, to sell and transfer the Shares, or those not placed, to any person and at any price.
- (H) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.
- (I) The Directors may refuse to register any transfer of a Share (a) where the Company has a lien on the Share; or (b) where the Directors are not of opinion that the transferee is a desirable person to admit to Membership; but paragraph (b) of this Sub-Article shall not apply to a transfer made pursuant to Sub-Article (A) hereof.

- (i) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and thereupon he shall be deemed to have served the Company with a transfer notice pursuant to Sub-Article (c) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall be given to the Member affected thereby.

#### SHARE CAPITAL.

16. The Share Capital of the Company is £10,000 divided into Ten Thousand Shares of £1 each.

#### CHAIRMAN.

17. The said JOSEPH EDGAR BAZELEY STONE shall continue in office as Chairman of the Board of Directors until such time as he shall cease to be a Director; and Clause 101 in Part I of Table A shall be modified accordingly.



Number of 1-1981/93  
Company

The Companies Acts 1948 to 1976

COMPANY LIMITED BY SHARES

## Special Resolution

(Pursuant to s. 141 (2) of the Companies Act 1948)

OF

PARKERSELL LIMITED

Passed 28th May, 1981.

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at

Parkersell House, Cranworth Road, Lincolnshire.

on the 28th day of May, 1981, the subjoined SPECIAL RESOLUTION duly passed, viz. :—

### RESOLUTION

1. That Clause 3(J) of the Company's Memorandum of Association be and hereby is altered by the insertion after the words "Superannuation funds" of the words "or profit sharing schemes".
2. That Article 15(A) of the Company's Articles of Association be and hereby is altered by adding at the end:

"A Share for the time being appropriated to a Director or Employee of the Company or any of its subsidiaries pursuant to any Profit Sharing Scheme established by the Company may at any time be transferred to the Director or Employee concerned".

Signature

To be signed  
by the Chair-  
man, a Direc-  
tor, or the  
Secretary of  
the Company.

NOTE: To be filed within 15 days after the passing of the Resolution(s).

# G

Please do not write in  
this binding margin ↓

Please complete legibly,  
preferably in black type,  
or bold block lettering.

\* delete if  
inappropriate

† delete as  
appropriate

**Note**  
This notice and a  
printed copy of the  
resolution authorising  
the increase must be  
forwarded to the Registrar  
of Companies within  
15 days after the passing  
of the resolution

## THE COMPANIES ACTS 1948 TO 1976

### Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

# 10

To the Registrar of Companies

For official use

Company number

103

499425

Name of Company

PARKERSELL

Limited \*

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by  
[ordinary] [~~extraordinary~~] [~~special~~] † resolution of the company dated 17th Dec, 1984  
the nominal capital of the company has been increased by the addition thereto of the sum  
of £ 990,000.00 beyond the registered capital of £ 10,000.00

A printed copy of the resolution authorising the increase is forwarded herewith.

The additional capital is divided as follows:

Number of shares	Class or share	Nominal amount of each share
990,000	Ordinary	£1.00

(If any of the new shares are preference shares state whether they are redeemable or not)  
The conditions (e.g. voting rights, dividend rights, winding-up rights, etc.) subject to which  
the new shares have been or are to be issued are as follows:

Please tick here if  
continued overleaf

☐

Signed [Signature] [Director] [Secretary] † Date 15 Jan 1985

Presentor's name, address and  
reference (if any):  
Messrs. Ward Bowie,  
Clifton House,  
Bunnian Place,  
Basingstoke,  
Hants, RG21 1JE.  
Ref: F/P.772

For official use  
General section

Post room



No. 499425/102

PARKERSELL LIMITED

ORDINARY RESOLUTION of Parkersell Limited  
duly passed at an EXTRAORDINARY GENERAL  
MEETING of the Company as held on 17th  
December, 1984

"That the authorised share capital of the Company be increased beyond the existing share capital of £10,000.00 divided into 10,000 shares of £1.00 each by £990,000.00 divided into 990,000 shares of £1.00 each ranking pari passu in all respects with the existing shares of the Company."

*Ward Bowie*  
.....

Ward Bowie - Solicitors for the Company

*✓*

THE COMPANIES ACTS 1948 TO 1981

No. 499423 / 105

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Private Company Limited by Shares

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MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
of  
PARKERSELL LIMITED

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Incorporated the 14th day of September 1951

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Ward Bowie  
Clifton House  
Bunnian Place  
Basingstoke  
Hants RG21 1JE



THE COMPANIES ACT 1948

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION  
of

PARKERSELL LIMITED

1. The name of the Company is PARKERSELL LIMITED
2. The Registered Office of the Company will be situate in England
- \*3. The objects for which the Company is established are:-
  - (1) (a) To carry on the business of a Holding Company in all its branches and to acquire by purchase lease concession grant or licence or otherwise deal in such businesses options rights privileges lands buildings leases underleases stocks shares debentures bonds obligations securities reversionary interests annuities policies of assurance 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 and to enter into assist or participate in financial commercial mercantile industrial and other transactions undertakings and businesses of every description.  
  
(b) To co-ordinate the policy and administration of any subsidiary companies or any group of companies of which the Company is a Member or which are in any manner controlled by the Company; to finance all or any part of the businesses and operations of any such companies and to receive (with or without allowance of interest thereon) any monies on deposit from and generally to act as bankers for all and any of such companies.
  - (2) To carry on all or any of the following businesses whether in conjunction with each other or as separate and distinct undertakings viz electrical and electronic engineers and contractors manufacturers designers fitters installers maintainers repairers importers exporters and distributors of and agents for and dealers in electrical and electronic goods appliances accessories and supplies of every description; radio television telephone computer heating lighting mechanical and general engineers; constructors installers and maintainers of audio-visual and stereo units and systems lighting and radio sound recording television power telecommunication and telephone reception and transmission equipment; dealers in industrial commercial and domestic appliances equipment utensils furniture fittings hardware and ironmongery and goods wares produce and merchandise of all kinds; heating and ventilation engineers and contractors refrigeration engineers specialists and contractors; painters decorators brick layers carpenters shuttering manufacturers and erectors joiners plasterers

\* Revised Clause 3 adopted by a Special Resolution passed at an Extraordinary General Meeting of the Company duly convened and held on 17th December 1984.

plumbers electricians shop front fitters builders and decorators merchants;  
civil mechanical construction agricultural consulting electrical chemical and  
general engineers; haulage and transport contractors warehousemen garage  
proprietors car and vehicle hire service proprietors.

(3) To purchase take on lease or in exchange hire or otherwise acquire and hold for any estate or interest any lands and any buildings structures or engineering works on or in any lands and any rights privileges easements or concessions over or in respect of any such lands and any machinery plant stock-in-trade or other real or personal property of whatever kind necessary or convenient for the purposes of or in connection with any business which the Company may for the time being carry on or any branch or department thereof.

(4) To build construct maintain alter enlarge adapt pull down and remove or replace any shops offices factories workshops mills wharves roads railways plant machinery and other things found necessary or convenient for furthering the objects of the Company or any of them and to join with any person firm or company in doing any of the things aforesaid.

(5) To apply for and take out purchase or otherwise acquire and protect prolong and renew whether in the United Kingdom or elsewhere any designs trade marks patents patent rights or inventions copyright or secret processes which may be capable of furthering the Company's objects or any of them and to grant licences to use the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patents inventions or rights which the Company may acquire or propose to acquire.

(6) To sell let on lease or on hire or licence surrender and accept surrender of and generally to manage turn to account grant or dispose of any rights or privileges in over or in respect of the whole or any part of the assets and undertaking of the Company in such manner and on such terms as the Company shall determine.

(7) To give advice as consultants or otherwise for such payment fee or other reward and generally upon such terms as the Company shall think fit to any person firm or company on any subject within the competence of the Company from time to time and in particular but not limited to competence derived by the Company from the conduct of its own business or businesses and affecting the management administration or profitability of any such business including all matters relating to manufacturing production marketing distribution personnel finance and financial planning and business strategy generally.

(8) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any company society partnership or person where such business is within the objects of the Company or possessed of property suitable for the purposes of the Company and to undertake any liabilities or obligations relating to the business or property so purchased or acquired and to conduct and carry on or liquidate and wind up any such business.

(9) To enter into and carry into effect any arrangement for joint working in business or for sharing profits or losses or for amalgamation with any other person firm or company carrying on or proposing to carry on any business or transaction within the objects of the Company in each case upon such terms as the Company shall determine.

(10) To acquire by subscription purchase or otherwise and to accept take

hold and sell any shares stocks debentures debenture stocks bonds securities obligations or other investments rights or interests in any company society or undertaking and to co-ordinate finance and manage all or any part of the businesses and operations of any such companies societies or undertakings.

(11) To receive money on deposit or by way of loan with or without allowance of interest thereon and generally to act as bankers for customers and others.

(12) To invest the monies of the Company not immediately required for the purpose of its business in or upon such securities and in such manner as the Company shall from time to time determine.

(13) To advance and lend money and to give credit to such persons firms or companies and upon such security (if any) and generally upon such terms and subject to such conditions as may seem to the Company to be in its interests and to give guarantees enter into indemnities or stand surety for any such persons firms or companies.

(14) To borrow or raise money or secure obligations (whether of the Company or of any other person firm or company) in such manner as the Company shall think fit and for this purpose to mortgage and charge the undertaking and all or any of the real and personal property and assets (both present and future) and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with such rights powers privileges and conditions and upon such terms generally as the Company shall think fit any debentures or debenture stock and to enter into any deeds or give any other assurances as collateral or further security for the same.

(15) To draw accept make endorse discount and negotiate bills of exchange promissory notes bills of lading warrants debentures and other negotiable or transferable instruments.

(16) To issue and allot fully or partly paid shares in the capital of the Company or any other securities which the Company has power to issue in payment or part payment for any property or rights purchased or otherwise acquired by the Company or for any services rendered to the Company.

(17) To accept stock or shares in or the debentures mortgage debentures or other securities of any other company or corporation in satisfaction or partial satisfaction or acknowledgement of or security for any debt liability or obligation of any such company or corporation.

(18) Upon any issue of shares debentures or other securities of the Company to employ brokers commission agents and underwriters and to provide for the remuneration of such persons for services rendered or to be rendered in placing or assisting to place any shares debentures or other securities of the Company by payment in cash or by the issue of shares debentures or other securities of the Company or by the granting of options to take the same or in any other manner allowed by law.

(19) To pay all costs charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall consider to be in the nature of preliminary expenses including (but not limited to) the costs of advertising commissions for underwriting and brokerage printing and stationery.

(20) To establish promote and otherwise assist any company or companies for any purpose calculated or likely in any manner to further its interests or promote the objects of the Company and in particular for the purpose of acquiring any of the property assets or liabilities of the Company and to subscribe underwrite or place or assist in so doing the whole or any part of the shares or securities of such company.

(21) To distribute among its members in specie or otherwise as may be resolved any assets of the Company and particularly the shares debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of the Company.

(22) From time to time to subscribe contribute or guarantee money for or otherwise aid any charitable or benevolent objects or any public general or useful object or any benevolent religious scientific national or other institutions or objects which shall have any moral or other claims to support or aid from the Company by reason of the nature of the locality of its operations or otherwise and to do any such matters as aforesaid either alone or in conjunction with any other person firm or Company.

(23) To provide for the welfare of persons who are directors of or in the employment of the Company or of any holding company or subsidiary of the Company (in each case as defined by Section 15 of the Companies Act 1948) or were formerly directors of or in the employment of any such company or its predecessors in business or any of them and the wives husbands widows widowers families and dependants of such persons by grants of money pensions annuities gratuities and superannuation and other allowances or benefits to make payments towards insurance and to set up establish support and maintain profit sharing superannuation and other funds and schemes of all kinds (whether contributory or non-contributory) for the benefit of any such persons and to establish and subsidise or subscribe to any institutions associations clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any such other company or of any such persons as aforesaid.

(24) To do all or any of the matters hereby authorised in any part of the world and either alone or in conjunction with or as agents trustees or factors for any other person firm or company or by or through any agents trustees or factors.

(25) To carry on any business which may in the opinion of the directors conveniently be carried on by the Company in connection with any of the other objects set out in this clause 3 or otherwise calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights and generally to do all such other things as may appear to the Company to be incidental or conducive to the attainment of such objects or any of them.

And it is hereby declared that the objects of the Company specified in each sub-clause of this clause 3 shall (save where a contrary intention is expressed) be separate and distinct objects of the Company and shall in no way be limited by reference to or inference from the objects set forth in any other such sub-clause nor from the order in which such sub-clauses shall appear nor from the name of the Company.



4. The liability of the members is limited.

#\*5. The share capital of the Company is £5,000 divided into 5,000 shares of £1 each.

\* By Resolutions passed on 24th April 1952, 15th October 1952 and 2nd February 1960 the share capital of the Company was increased to £10,000 divided into 10,000 shares of £1 each.

# By an Ordinary Resolution passed on 17th December 1984 the share capital of the Company was increased to One Million Pounds divided into One million shares of £1 each.

THE COMPANIES ACTS 1948 to 1981  
PRIVATE COMPANY LIMITED BY SHARES  
NEW  
ARTICLES OF ASSOCIATION  
of

PARKERSELL LIMITED

Adopted by a Special Resolution passed on 17th December 1984

PRELIMINARY

1. In these Articles "Table A" means Part I of Table A of the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1948 to 1931.
2. The regulations contained in Table A shall apply to the Company subject to the exclusions and modifications hereinafter set out. In case of any variation or inconsistency between these Articles and Table A these Articles shall prevail.
3. Save as and to the extent that the same may be hereinafter repeated the following regulations of Table A shall not apply to the Company videlicet:-  
11 22 24 53 54 75 76 77 87 to 94 (inclusive) 96 97 99 106 108 and 136.

PRIVATE COMPANY

4. The Company is a private company and accordingly shall not issue any invitation to the public to subscribe for any of its shares or debentures nor agree to allot any of its shares or debentures in contemplation of the same being offered for sale to the public.

SHARES

5. The capital of the Company at the date of the adoption of these Articles is £1,000,000 divided into 1,000,000 shares of £1 each.
6. Subject to any direction to the contrary by the Company in general meeting and to the terms of Article 7 below the Directors shall have authority to allot grant options over or otherwise dispose of shares or rights to subscribe for shares or to convert any security into shares other than shares so allotted to such persons and on such terms as they shall think fit provided only that no such shares shall be issued at a discount. Subject to any variation revocation or renewal by the Company in general meeting, such authority shall remain in force for a period of 5 years from the date of adoption of these Articles and shall extend to all such relevant securities (as defined by Section 14(1) of the Companies Act 1980) of the Company as shall during the currency of this authority from time to time remain unissued.

7. The provisions of sub-sections (1) (6) and (7) of section 17 of the Companies Act 1980 shall apply to the Company and all equity securities (as defined by sub-section (11) of the said section 17) shall be offered first to existing shareholders in accordance with that section. Notwithstanding the provisions of sub-section 4 of the said section 17 no shares shall be issued for a consideration partly in cash and partly otherwise than cash without the prior approval of the members of the Company in general meeting.

8. Regulation 11 of Table A shall not apply. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member (whether solely or as one of two or more joint holders) for all monies presently payable by him or his estate to the Company but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien if any on any share shall extend to all dividends payable thereon.

9. In Regulation 15 of Table A the words "provided that no call shall exceed one fourth of the nominal value of the share or be payable at less than one month from the date fixed for payment of the last preceding call" shall be omitted.

10. Subject to and in accordance with the provisions of the Companies Act 1981 the Company may purchase its own shares including any redeemable shares and may pay for the same otherwise than out of distributable profits of the Company or the proceeds of any fresh issue of shares.

#### TRANSFER OF SHARES

11. Regulation 22 of Table A shall not apply. The instrument of transfer of any share shall be executed by or on behalf of the transferor and (unless it is the transfer of a fully paid share) also by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

12. Subject to the terms of any agreement to the contrary from time to time subsisting between the Company and any individual member, a member of the Company may at any time transfer any share or shares to any other member or members of the Company and upon such terms as he shall think fit.

13. (a) Save as provided by Article 12 above no shares in the Company shall be transferred otherwise than in accordance with the procedures set out in this Article.

For the purposes of this Article 13 and any other relevant provisions of these Articles the following shall be deemed (without limitation) to be a transfer:-

(i) any direction (by way of renunciation nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;

(ii) any sale or other disposition of any beneficial interest in a share (whether or not for any consideration) by whomsoever made and whether or not effected by an instrument in writing;

(b) Any member who wishes to transfer any shares (hereinafter called "the Vendor") shall give to the Company notice in writing to that effect (hereinafter called the "Transfer Notice"). No Transfer Notice shall relate to more than one class of share. The Transfer Notice shall specify the number of shares which the Vendor wishes to transfer and shall constitute the Directors the agents of the Vendor for the sale of the shares specified therein (hereinafter called the "Sale Shares")

(c) The price to be paid for the Sale Shares shall be agreed upon between the Vendor and the Directors taking into account if such be the fact that the Sale Shares constitute a minority of the Shares of the Company. In the absence of agreement each of the Vendor and the directors shall instruct a reputable firm of chartered accountants to act on their behalf and to negotiate between themselves an agreed price to be paid for the Sale Shares. If such firms of accountants shall be unable or unwilling to reach agreement on the price within a period of 28 days after having been instructed so to do then the directors and the Vendor or either of them may apply to the President for the time being of the Institute of Chartered Accountants for the appointment of a Fellow of the Institute of Chartered Accountants alone to settle the price to be paid for the Sale Shares who in reaching such determination shall act as an expert and not as an arbitrator. The price agreed or determined in accordance with this clause shall be binding upon all parties.

(d) The Vendor shall be entitled by notice in writing given to the Company at any time within 14 days of the price for the Sale Shares being established in accordance with paragraph (c) above to withdraw the Transfer Notice. Except as otherwise expressly provided in this Article a Transfer Notice shall not be revocable save with the consent of the Directors who may in granting such consent impose such conditions as they shall think fit including a condition that the Vendor shall bear all costs incurred by the Company in connection with the Transfer Notice.

(e) The costs of obtaining a valuation of the Sale Shares in accordance with paragraph (c) above shall be borne:-

(i) as to the charges of the firm of accountants instructed by the Vendor, by the Vendor;

(ii) as to the costs and charges of the firm of accountants appointed by the directors, by the Company;

(iii) as to the costs and charges of the Fellow of the Institute of Chartered Accountants appointed by the President for the time being of that Institute, by the Vendor and the Company in equal proportions.

(f) Upon the price being fixed as aforesaid and provided the Vendor does not give notice of withdrawal as aforesaid the Directors shall forthwith upon the expiry of the period for giving notice of withdrawal inform by notice in writing each member of the Company (other than the Vendor) of the number and price of the Sale Shares and invite each such member to apply in writing to the Company within 28 days of the date of the notice ("the Acceptance Period") for such maximum number of the Sale Shares (being all or any thereof) as he may specify in such application.

(g) If within the Acceptance Period such members shall apply for all or

any of the Sale Shares the Directors shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants (and in the case of competition in proportion to the number of shares in the Company in respect of which each of the applicants is registered as holder) provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid.

(h) If any Sale Shares are not taken up by any of such holders the Directors may within 21 days of the expiry of the Acceptance Period offer the same at the price or fair value aforesaid to any person or persons whom they consider desirable (including for the avoidance of doubt the Company itself) and shall upon receipt of any acceptance allocate the appropriate proportion of the Sale Shares accordingly.

(i) The Directors shall forthwith give notice of all such allocations (hereinafter called an "Allocation Notice") to the Vendor and to the persons to whom the Sale Shares have been allocated and shall specify in such notice the place and time (being not earlier than 7 and not later than 21 days after the date of the Allocation Notice) at which the sale of the Sale Shares so allocated shall be completed.

(j) The Vendor shall be bound to transfer the shares comprised in an Allocation Notice and to deliver the relevant share certificate or certificates to the purchasers named in such notice and at the time and place therein specified. If the Vendor shall fail to transfer the said shares the chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the appropriate number of Sale Shares to the purchaser or purchasers thereof (hereinafter called "the Purchaser") against payment to the Company of the price fixed in accordance with this Article 13. On payment of such price to the Company the Purchaser shall be deemed to have obtained a good discharge for the payment thereof and on execution and delivery of the transfer the Purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the appropriate number of Sale Shares. The Company shall forthwith pay into a separate bank account in the Company's name a sum representing the said price and shall hold the same in trust for the Vendor. After the name of the Purchaser has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

(k) Notwithstanding the provisions of paragraph (j) above if the Vendor is obliged under this Article 13 to transfer to any Purchaser some only of the shares comprised in any share certificate then the Vendor shall deliver the share certificate and duly executed transfer or transfers to the Company's registered office and not to such Purchaser and the Secretary shall retain the said share certificates and shall certify on the transfers that the relative share certificate for the Vendor's shares has been duly lodged at the registered office of the Company.

(l) If within 28 days of the expiry of the Acceptance Period the Directors shall not have delivered to the Vendor valid Allocation Notices in respect of all the Sale Shares the Vendor shall be entitled at any time within three months after the expiry of the said period of 28 days to transfer to any persons and at any price (not being less than the price established under paragraph (c) of this Article 13) any Sale Shares not allocated by the Directors in an Allocation Notice.

(m) In respect of all shares held by him or by any nominee for him a member of the Company shall be deemed to have given a Transfer Notice immediately prior to the event if:-

(i) he effects any transaction of the kind referred to in paragraph (a) of this Article or otherwise attempts to transfer any shares otherwise than in accordance with this Article.

(ii) he dies or becomes bankrupt or in the case of a corporate member enters into liquidation (except a members' voluntary liquidation for the purpose of a bona fide reconstruction or amalgamation) or suffers a receiver to be appointed of any of its assets;

(iii) being a member of the Company who is a director of the Company or employed by the Company or by any of its Subsidiaries or Associates in any capacity is removed from his office of director or dismissed from such employment or otherwise ceases to be so employed by the Company Provided that this sub-paragraph (iii) shall not apply to either of David James Harrison and Timothy William Parker and Provided further that for the purposes of this sub-paragraph (iii) "subsidiary" shall mean any company which at the relevant time is a subsidiary of the Company within the meaning of Section 154 of the Companies Act 1948 and "associate" shall mean any company which at the relevant time is under the control of the Company or in control of the Company or is together with the Company under the control of the same person or persons and "control" shall have the meaning ascribed by Section 302 of the Income and Corporation Taxes Act 1970;

(n) Insofar as it entitles the Vendor to withdraw a Transfer Notice paragraph (d) of this Article shall not apply:-

(i) in respect of any Transfer Notice deemed to have been given under paragraph (m) of this Article 13; and

(ii) where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him under the said paragraph (m).

(o) For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is to be deemed to have been given hereunder the Directors may require any member or the legal representatives of a deceased member or the liquidator of any corporate member or any person named as Transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they shall reasonably deem to be relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request the Directors shall be entitled to refuse to register the transfer in question or (where no transfer has been submitted) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned. A Transfer Notice shall (unless actually given at an earlier date) be deemed to have been given on the expiry of 28 days from the date of service of any such notice and the provisions of this Article 13 shall take effect accordingly.

(n) The Directors shall be obliged to register any transfer made pursuant to or permitted by Article 12 or by the foregoing provisions of this Article 13 but shall not be authorised or entitled to register any other transfer.

#### GENERAL MEETINGS

14. Every notice convening a general meeting shall comply with the provisions of Section 136 (2) of the Companies Act 1948 as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent also to the auditors for the time being of the Company.

15. Any one member of the Company holding not less than twenty-five per cent of the shares of the Company for the time being conferring the right to attend and vote at general meetings shall be entitled to requisition the convening by the Directors of an Extraordinary General Meeting or if the Directors shall fail to comply with such requisition himself to convene an Extraordinary General Meeting and Regulation 49 of Table A shall be varied accordingly.

16. Regulation 53 shall not apply. No business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business. Save as herein otherwise provided two members present in person (or in the case of a member being a Corporation by representative) or by proxy shall be a quorum for all purposes.

17. Regulation 54 of Table A shall not apply. If within half an hour from the time appointed for the Meeting a quorum is not present the Meeting if convened on the requisition of members shall be dissolved; in any other case it shall stand adjourned to such day being not less than 7 nor more than 14 days after the date appointed for the adjourned meeting and at such time and place as the Directors may determine and if at the said meeting a quorum is not present within half an hour from the time appointed for the Meeting then the Meeting shall be dissolved.

18. Any resolution in writing pursuant to Regulation 73A of Table A may consist of a single document or two or more documents in like form in either case signed or approved in writing by all the members and "writing" shall be deemed to include telex telegram cable and other methods of reproducing or communicating language in visible form.

#### DIRECTORS

19. Regulation 75 of Table A shall not apply. Unless from time to time otherwise determined by resolution of the Company in general meeting the number of Directors shall be not less than two nor more than ten.

20. Regulation 76 and 108 of Table A shall not apply. The remuneration of the Directors shall from time to time be determined by the Company in general meeting. Unless otherwise so determined such remuneration shall be divided between the Directors in such proportion and in such manner as the Directors may unanimously determine or in default of such determination equally except that an Director holding office for less than a year (or any other period by reference to which the remuneration is paid) shall rank in such division in proportion to the fraction of such year or other period during which he shall have held office. Any Director who at the request of the Board performs special services or goes or resides abroad for any purposes of the Company

may receive such remuneration (in addition to that determined by the Company in general meeting) by way of salary commission or participation in profits or partly in one way and partly in another as the Directors may determine. The Directors may also be paid all travelling hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

21. Regulation 77 of Table A shall not apply. No share holding qualification shall be required of a Director but he shall nevertheless be entitled to receive notice of and attend and speak at any general meeting.

22. The proviso to Regulation 79 of Table A shall not apply.

23. Paragraphs (2) and (4) of Regulation 84 of Part I of Table A shall not apply. Subject to such disclosure as is required by section 199 of the Companies Act 1948 and by section 60 of the Companies Act 1980 a Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

24. Regulation 88 of Table A shall not apply. Subject always to any claim arising under any contract between him and the Company the office of Director shall be vacated

- (a) if he resigns his office by notice in writing to the Company; or
- (b) if he becomes bankrupt or makes any arrangement or composition with the creditors generally; or
- (c) if he becomes prohibited from being a Director by reason of any order made under Section 188 of the Companies Act 1948 or under Section 28 of the Companies Act 1976
- (d) if he becomes of unsound mind; or
- (e) if he shall for more than six months have been absent without the permission of the remaining Directors from meetings of the Directors held during that period and the remaining Directors resolve that he shall cease to be a Director
- (f) if he is otherwise duly removed from office.

No Director shall vacate his office or be ineligible for re-election nor shall any person be ineligible for appointment as a Director by reason only of his attaining or having attained any particular age.

25. In Regulation 36 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.

26. Regulation 87 of Table A shall not apply. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions or annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

27. Regulations 89 to 94 inclusive of Table A and the last sentences of regulations 95 and 97 of Table A shall not apply to the Company. The Directors



shall not be subject to retirement by rotation and regulation 107 of Table A shall be modified accordingly.

28. Regulations 96 and 97 of Table A shall not apply. A member or members holding a majority in nominal value of the issued ordinary shares for the time being of the Company shall have power from time to time and without prejudice to the powers of the Directors under Regulation 95 of Table A to appoint any person or persons as a Director or Directors either as an additional Director or to fill any vacancy (provided that the total number of Directors shall not exceed any maximum number from time to time prescribed by or in accordance with these Articles) and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by notice in writing to the Company signed by the member or members making the same or in the case of a member being a company signed by any Director thereof or by any person so authorised by resolution of the Directors or of other governing body thereof. Any such appointment or removal shall take effect when the notice effecting the same is delivered to the registered office of the Company or to the Secretary or is produced at a meeting of the Directors. Any such appointment shall be subject to the provisions of Section 47 of the Companies Act 1980 and any such removal shall be without prejudice to any claim which a Director so removed may have under any contract between him and the Company.

#### PROCEEDINGS OF DIRECTORS

29. (a) Regulation 99 of Table A shall not apply and Regulations 98 and 104 shall be modified by this Article 28. The Directors may subject to these Articles meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.

(b) The quorum necessary for the transaction of business at any meeting of the Directors or of any committee thereof shall unless otherwise resolved by the Company in general meeting be two.

(c) Questions arising at any meeting of the Directors or of any committee shall be decided by a majority of votes of the Directors present and the Chairman shall have no second or casting vote.

(d) Notice of every meeting of Directors shall be given to each Director of the Company or his Alternate Director including Directors Alternate Directors who may for the time being have given addresses or be resident

30. Any Director may at any time appoint any person approved by the Board (but no more than one person at any time to be an Alternate Director of the Company to represent such Director and may at any time remove any Alternate Director so appointed from office. An Alternate Director so appointed shall not except by virtue of an agreement with the Director whom he represents be entitled to receive any remuneration from the Company but shall otherwise be subject to the provisions of these Articles with regard to Directors. An alternate Director shall be entitled to receive notices of all meetings of the Directors and in the absence of the Director whom he represents to attend and vote at all meetings of the Directors and to perform all the functions of such Director as a Director. When acting also as a Director or as an Alternate Director for more than one Director an alternate Director shall have one vote for every Director he represents in addition to his own if himself a Director and when so acting shall where the quorum exceeds two be considered as two

Directors for the purpose of making a quorum. An alternate Director shall ipso facto cease to be an alternate Director if the Director whom he represents ceases for any reason to be a Director or if the remaining Directors pass a resolution withdrawing their approval of him. Any such appointment or the termination thereof shall be by notice in writing to the Company and take effect when the notice effecting the same is delivered to the Registered office of the Company or to the Secretary or is produced at a Meeting of the Directors.

31. A resolution in writing pursuant to Regulation 106 of Table A may consist of a single document or two or more documents in like form in either case signed or approved in writing by all the Directors and "writing" shall be deemed to include telex telegram cable and all other methods whatsoever of reproducing or communicating language in visible form. Regulation 106 shall apply as well to meetings of committees of Directors as to meetings of all the Directors.

#### DIVIDENDS AND RESERVE

32. The words "and payment thereof shall be a sufficient discharge to the Company in respect of the dividend interest or other monies represented thereby" shall be added to the second sentence of regulation 121 of Table A.

#### INDEMNITY

33. Regulation 136 of Table A shall not apply. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948 or Section 36 of the Companies Act 1980 in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in execution of the duties of his office or in relation thereto provided that this Article shall have effect subject to Section 205 of the Companies Act 1948.

The Secretary,  
Parkersell Limited,  
Parkersell House,  
Cranworth Road,  
Winchester,  
Hampshire.

DAM/DS

May 10, 1988

Dear Sir,

We herewith formally tender our resignation as auditors of the company with immediate effect.

We confirm that in accordance with Section 390 of the Companies Act 1985, there are no circumstances in connection with our resignation that should be brought to the notice of the members or creditors of the company.

Yours faithfully,



Brooking, Knowles & Lawrence

# G

COMPANIES FORM No. 225(1)

## Notice of new accounting reference date given during the course of an accounting reference period

# 225(1)

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

Please complete legibly, preferably in black type, or bold block lettering

1. To the Registrar of Companies  
(Address overleaf - Note 6)

Company number

411423

Name of company

\* PARKERSON LIMITED

\* insert full name of company

### Note

Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form.

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3 1 1 2

3. The current accounting reference period of the company is to be treated as [shortened][extended]† and [is to be treated as having come to an end][will come to an end]† on

Day Month Year

3 1 1 2 1 9 9 4

† delete as appropriate

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][parent]† undertaking of

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is \_\_\_\_\_

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on \_\_\_\_\_ and it is still in force.

† Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

6. Signed

Designation†

Date

15/4/94

Presenter's name address  
telephone number and reference (if any):

For official use  
D.E.B.



\*A36W21MX\*

A30 RECEIPT DATE: 28/05/94