

No. 707749.

44

THE COMPANIES ACT, 1948

24.11.78

11.11.78

COMPANY LIMITED BY SHARES

37

Memorandum  
— and —  
Articles of Association  
— OF —

DIAL CONTRACTS LIMITED

*alister*

Incorporated the 9th day of November, 1961.

The alterations in this Memorandum and Articles of Association have been validated by Mr. Herbert Arthur Henderson, a Director of the Company, whose signature and initials appear below.

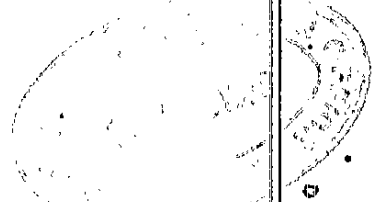
Initials.....*HAH*.....

Date...*3rd August 1978*.....

Signature...*H.A. Henderson*.....  
Director

SOLICITORS:

STANLEY ATTENBOROUGH & CO.,  
30 CLARGES STREET,  
PICCADILLY,  
LONDON, W.1.



10/11

707749/13

REGISTERED  
BERNARD HILL SERVICE LTD

-3 VIII 65

FEE	PAID
£ 00.25	
COMPANIES REGISTRATION	

Extraordinary General Meeting of the Members held  
at Astley House, 33 Notting Hill Gate  
the 2nd August 1965.

Present R. Porrer. (Chairman)  
H.A. Henderson.

In Attendance A.E. Wyatt.  
R.P. Scott.  
C.T. Sullivan. (Secretary)

REGISTERED

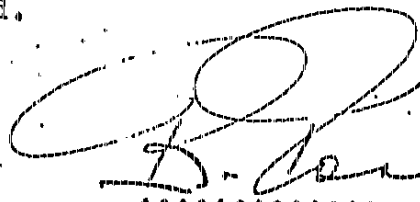
3 AUG 1965

IT WAS RESOLVED that the following  
Special Resolution be passed.

"That the name of the Company be changed to:-

DIAL CONTRACTS LIMITED.,

Read and approved.

  
..... (Chairman)



No. 707749

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

DIAL CONTRACTS LIMITED

passed 13th December 1972

At the ANNUAL GENERAL MEETING of the above Company duly convened and held on Wednesday the 13th day of December 1972 the following resolution was passed

as a SPECIAL RESOLUTION

That the Articles of Association of the Company be amended.

- (a) By deleting Article 14.
- (b) By deleting Article 15 and by deleting the figure 77 in Article 2.

Dated this 13th day of December 1972.

P.R. Pollard

Chairman of the Meeting

Certified to be a true copy

Secretary

7/17 Ansdeil Street,  
Kensington Square,  
London, W8 5BN.

*P.R. Pollard*

10 1147/44

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

Memorandum of Association  
— OF —

DIAL CONTRACTS LIMITED *Watt*

1. The name of the Company is "BERNERS HIRE SERVICE LIMITED." \* *Watt*

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 generally the business of making, building or manufacturing, purchasing, hiring or otherwise acquiring, selling and dealing in motors, motor cars, motor carriages, motor road vehicles or auto-cars, locomotives and engines, propelled by steam, electricity, oil or any other motive power, or parts thereof and accessories therefor, rolling stock, railway carriages and wagons and other carriages, carriage bodies, cars, wagons, carts, trucks, vehicles and other conveyances of all kinds, whether for road, railway, train, tramways, field or other traffic or purposes, bicycles, motor cycles, and also ships or boats or airships or aeroplanes, and also rail and railway and tramway plant, and all transmission gears, machinery, materials and things applicable

*Watt* \* The name of the Company was changed to "Dial Contracts Limited" by a Special Resolution passed on 2nd August, 1965

or used as accessory thereto, and of selling, letting or supplying at annual or other rents all or any of the things herein before specified, to any person or persons, company or companies or corporation whatsoever, and of repairing and maintaining the same respectively, whether belonging to the Company or not, and of exchanging or otherwise dealing in the same respectively.

- (B) To carry on in the United Kingdom or elsewhere, the business of motor garage proprietors, general engineers, ironfounders, manufacturers of machinery, tool makers, metal founders, metal workers, millwrights, machinists, iron and steel converters, smiths, woodworkers, metallurgists and electrical engineers.
- (C) To acquire and undertake, upon such terms as the Company shall deem expedient, the whole or any part of the undertaking, assets or liabilities of any person or body owning any business within the objects of the Company, or whose businesses, or any part of whose business, may conveniently or advantageously be combined with the business of the Company or any of whose property is suitable for the purposes of the Company.
- (D) To purchase, take on lease, hire or otherwise acquire and hold any lands, hereditaments, buildings, plant, machinery, goods, chattels, or real or personal property of any kind, or any right or interest therein or thereover (and whether in possession or reversion or remainder) which the Company may think desirable in connection with its business.
- (E) To acquire in such manner and upon such terms as the Company shall think fit, secret processes, inventions, patents, copyrights, designs or trade marks or any interest therein, the acquisition of which shall seem beneficial to the Company.
- (F) To construct, alter, remove or replace any buildings, erections, structures, roads, railways, reservoirs, machinery, plant or tools, or works of any description, or to contribute to the costs thereof, as may seem desirable in the interests of the Company.
- (G) To borrow or raise or secure the payment of money for the purposes of or in connection

with the Company's business.

- (H) 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 a 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 assurance.
- (I) 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.
- (J) 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.
- (K) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (L) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to

institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.

- (M) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (N) 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.
- (O) 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 guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) 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 guaranteed rights in respect of dividend or repayment of capital 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.
- (Q) 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.

- (R) 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 of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (S) 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.
- (T) 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.
- (U) 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.
- (V) 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.
- (W) 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, sub-contractors, trustees or otherwise.

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

4. The liability of the members is limited. ✓

5. The share capital of the Company is £100 divided into 100 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise. ✓

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber
ROY GALWAY, Esq., No.6, Chesterfield Street, London, W.1. Company Director. R.M. Galway.	One
COLIN HUGH SCOTT THOMPSON, 112 Hayes Lane, Beckenham, Kent. Solicitor. Colin H.S. Thompson	One

D A T E D this 25th day of October, 1961.

WITNESS to the above Signatures —

N. C. BARNES,  
30 Clarges Street,  
London, W.1.

Secretary.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

Articles of Association

- OF -

72 DIAL CONTRACTS LIMITED *Attest*

PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained in Part II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A Part II") shall apply to the Company.

2. Clauses 3, 5, 24, 32, 53, 59, 71, 75, ~~79~~ 79, 88, 96, 97 and 136 of Table A Part I shall not apply to the Company, but the Articles hereinafter contained, and the remaining clauses of Table of Table A Part I and clauses 2 - 6 inclusive of Table A Part II subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES.

3. The shares shall be at the disposal of the Directors, and they may (subject to any direction to the contrary that may be given by the Company in General Meeting) allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no shares shall be issued at a discount, except as provided by Section 57 of the Companies Act 1948.

4. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, provided that the commission does not exceed 10 per cent. of the price at which such shares are issued, or an amount equivalent thereto, and such commission may be paid, in whole or in part, in cash or fully or partly paid shares of the Company, as may be arranged. The statement required by Section 53 of the Companies Act 1948 shall be duly delivered to the Registrar of Companies for registration, and Section 52 of the same Act shall where necessary be duly complied with, and the amount of any such commission shall be stated in the balance sheets and annual returns of the Company as required by the same Act.

5. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these presents otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

#### LIEN.

6. In Clause 11 of Table A the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be deemed to be omitted.

#### TRANSFER OF SHARES.

7. No transfer of any share in the capital of the Company to any person not already a member of the Company shall be made or registered without the previous sanction of the Directors, who may, without assigning any reason, decline to give any such sanction, and shall so decline in the case of any transfer the registration of which would involve a contravention of Clause 2 of Table A Part II. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year. The Directors may decline to recognise any instrument of transfer unless (A) such fee, not exceeding two shillings and sixpence as the Directors may from time to time determine, is paid to the Company in respect thereof, and (B) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

The Directors may decline to register any transfer of any shares on which the Company has a lien. If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 78 of the Companies Act 1948.

#### PROCEEDINGS AT GENERAL MEETINGS.

8. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two members personally present shall be a quorum.

9. The Chairman of the Board of Directors shall preside at every General Meeting, but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the Chair, they shall choose some member present to be Chairman of the Meeting.

10. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two members personally present and entitled to vote at the meeting or by the holder or holders present in person or by proxy of at least one twentieth part of the issued ordinary share capital of the Company, and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company, shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

#### VOTES OF MEMBERS.

11. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under its common seal or under the hand of an officer or attorney so authorised. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he is appointed to act at that meeting as proxy for a corporation, but a proxy for or representative of a

corporation, unless entitled on his own behalf to be present and vote at the meeting, shall not act except for the corporation which appointed him.

12. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve:—

BERNERS HIRE SERVICE LIMITED

I, \_\_\_\_\_  
"of \_\_\_\_\_  
"in the County of \_\_\_\_\_  
"being a member of BERNERS HIRE SERVICE  
"LIMITED, hereby appoint \_\_\_\_\_  
"of \_\_\_\_\_  
"or failing him, \_\_\_\_\_  
"of \_\_\_\_\_  
"as my proxy to vote for me and on my behalf  
"at the /Ordinary or Extraordinary or ad-  
"journd, as the case may be/ General Meet-  
"ing of the Company to be held on the \_\_\_\_\_  
"day of \_\_\_\_\_ and at any adjournment  
"thereof.

"Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_."

DIRECTORS.

13. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than five.

14. The remuneration of the Directors, including the Chairman, shall be at the rate of £50 per annum each. The Company in General Meeting may from time to time direct such further sums as may be thought fit to be paid as and by way of further remuneration to the Directors, and unless otherwise directed any such further remuneration shall be divided amongst them as they may agree, or failing agreement equally. The Directors shall also be entitled to be repaid all travelling and hotel expenses reasonably incurred by them respectively in or about the performance of their duties as Directors.

15. The qualification of a Director shall be the holding of shares of the Company of the aggregate nominal value of at least £1, and it shall be his duty to comply with the provisions of Section 182 of the Companies Act 1948. A Director may act before acquiring his qualification.

POWERS AND DUTIES OF DIRECTORS.

16. (1) The Directors from time to time, and at any time, may provide through Local Boards,

Articles 14 and 15 were deleted by a Special Resolution passed on 13th December, 1972.

Attorneys or Agencies for the management of the affairs of the Company abroad, and may appoint any persons to be members of such Local Boards or as Attorneys or Agents, and may remove any persons so appointed and appoint others in their place, and may fix their remuneration. The Company may exercise the powers conferred by Sections 35 and 119 of the Companies Act 1948 and those powers shall accordingly be exercisable by the Directors.

- (2) The Directors from time to time, and at any time, may delegate to any such Local Board, Attorney or Agent any of the powers, authorities and discretions for the time being vested in the Directors, and any such delegation may be made on such terms and subject to such conditions as the Directors may think fit, and may include a power to sub-delegate, and the Directors may at any time annul or vary any such delegation, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

#### DISQUALIFICATION OF DIRECTORS.

17. The office of a Director shall be vacated -
- (1) If by notice in writing to the Company he resigns the office of Director.
  - (2) If he ceases to be a Director by virtue of the Companies Act 1948, Section 182.
  - (3) If he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the other Directors, and they pass a resolution that he has by reason of such absence vacated office.
  - (4) If he becomes bankrupt or insolvent, or enters into any arrangement with his creditors.
  - (5) If he is prohibited from being a Director by an order made under any of the provisions of the Companies Act 1948.
  - (6) If he is found lunatic or becomes of unsound mind.
18. A Director may hold any other office or place of profit under the Company, except that of Auditor, upon such terms as to remuneration, tenure of office and otherwise as may be determined by the

Board.

19. A Director shall be capable of contracting or participating in the profits of any contract with the Company in the same manner as if he were not a Director, subject nevertheless that he shall declare the nature of his interest in any contract or proposed contract in which he is interested in manner required by Section 199 of the Companies Act 1948.

#### PROCEEDINGS OF DIRECTORS.

20. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.

21. A resolution in writing signed by every member of the Board shall have the same effect and validity as a resolution of the Board duly passed at a meeting of the Board duly convened and constituted.

#### WINDING UP.

22. In a winding up the Liquidator may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the members in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is determined to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed pursuant to Section 287 of the Companies Act 1948.

#### INDEMNITY.

23. Every Director or other officer of the Company shall be entitled to 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, 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 the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said section.



NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ROY GALWAY,  
No.6, Chesterfield Street,  
London, W.1.  
Managing Director R. M. Galway.

COLIN HUGH SCOTT THOMPSON,  
112 Hayes Lane,  
Beckenham, Kent.  
Solicitor. Colin H. S. Thompson.

D A T E D this 25th day of October, 1961.

WITNESS to the above Signatures ---

N. C. BARNES,  
30 Clarges Street,  
London, W.1.  
Secretary.