

Company Number: 928643

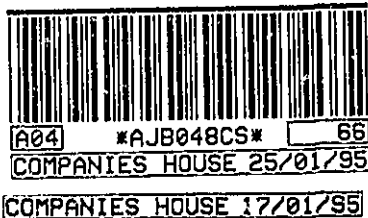
The Companies Act 1948

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

PARKERSELL HIGHWAY LIGHTING SERVICES LIMITED

Incorporated the 12th day of March 1968



THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

PARKERSELL HIGHWAY LIGHTING SERVICES LIMITED

1. *The name of the Company is "PARKERSELL HIGHWAY LIGHTING SERVICES 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 the business of installers, maintainers, repairers, manufacturers, importers, exporters, wholesale and retail dealers of and in all kinds of public, industrial commercial and domestic lighting systems and electrical and neon signs of all kinds and also of consultants on all matters pertaining to lighting and energy and of civil, mechanical and electrical engineers;

(b) To carry on the business of electrical contractors in all its aspects;

* The name of the Company was changed from "PARKERSELL CLEANING (NORTHERN) LIMITED" on 4th September 1991.

** The Company's Objects clauses 3(a) and 3(b) were changed by Special Resolution on 23 December 1994.

(c) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or ancillary to the objects of the Company or any of them.

(d) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop, or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.

(e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.

(f) To apply for, purchase or otherwise acquire any patents, licenses or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company, and to grant rights thereout.

(g) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interest in, any other company.

(h) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.

(i) To lend money to such persons, upon such terms and/or security and subject to such conditions as may be desirable.

(j) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangement with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.

(k) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.

(l) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable documents.

(m) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in, or obligations of any other company or corporation.

(n) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

(o) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.

(p) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.

(q) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit directors, or ex-directors, employees or ex-employees of the Company or the dependents or connections of such persons and to grant pensions and allowances to any such persons.

(r) To distribute any property of the Company in specie among the members.

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

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause.

4. The liability of the members is limited.

5. The Share Capital of the Company is £1000 divided into 1000 shares of £1 each, with power to increase or divide the shares in the capital for the time being, into different classes, having such rights privileges and advantages as to voting and otherwise, as the Articles of Association may from time to time prescribe.

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

Names, Addresses and Descriptions
of Subscribers

Number of Shares taken
by each Subscriber

J.E.B. STONE, Director
and D.J. HARRISON, Director
for and on behalf of
PARKERSELL CLEANING CO. LTD.
35 Winchester Street
Basingstoke
Hants.

- Fifty-one

MARTIN JOHN SHIRLEY
"Melbreak"
Dimples Lane
Garstang
Preston
Lancs

- Forty-nine

Company Director

Dated the 14th day of February, 1968.

Witness to the above Signatures:-

D.A. MAYES
35 Winchester Street
Basingstoke

Chartered Accountant

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

PARKERSELL HIGHWAY LIGHTING SERVICES LIMITED

PRELIMINARY

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

2. The Company is a Private Company and accordingly Clauses 2, 3, 4, 5 and 6 in Part II of Table A shall apply to the Company.

SHARES

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

LIEN

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 MEETING

5. 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 to the Auditor for the time being of the Company.

6. 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

7. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than one nor more than five. If at any time there shall only be one Director of the Company, he or she may act as sole Director, exercising all the powers, authorities and discretions vested in the Directors.

7. (a) A Director may not resign from office without giving six months notice in writing to the Secretary of the Company and Clause 88(e) of Part I of Table A is modified accordingly.

8. Any Director may appoint any person approved by the Board to be an alternate Director, and such appointment shall have effect, and such appointee while he holds office as an Alternate Director shall be entitled to notice of meetings of Directors, and in the absence of the Director appointing him to attend and vote thereat accordingly, but he shall not require any qualification and he shall ipso facto vacate office if and when the Director appointing him vacates office as Director or removes the alternate Director from office; and any appointment or removal under this Clause shall be effected by notice in writing to the Company under the hand of the Director making the same. The remuneration of any alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.

9. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such clause were omitted therefrom.

10. Clause 84(5) in Part I of Table A shall be read and construed as if the words "or his firm" appearing in the last line of such sub-clause were omitted therefrom.

11. 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.

WINDING UP

12. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

TRANSFER OF SHARES

12A. The right of transfer of shares shall be restricted, and the following provisions shall apply:-

(a) Save as provided by sub-article (g) hereof no share shall be transferred to a person who is not a Member, so long as any Member is willing to purchase the same at a price to be stated or ascertained as hereinafter in this Article is provided.

(b) Except where the transfer is made pursuant to sub-article (g) 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 at the same time lodge with the Company the share certificate or certificates. Such notice shall specify the price he fixes as the fair value at which he is prepared to sell each of such shares and such notice shall constitute the Company his agent for the sale of the share to any Member of the Company at the said price. Failing any price being stated, or in the event of the Directors considering the price fixed by the proposing transferor is not the fair value, then, on the application of the Directors or the proposing transferor, the fair value shall be fixed by an independent Accountant to be appointed by the Directors and the proposing transferor, who shall 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 Accountant shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Acts of 1889 to 1934 or Statutes amending the same shall not apply. The transfer notice may include several 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.

(c) The death or bankruptcy of any holder of shares in the Company shall, for the purposes of these Articles, operate as a transfer notice by the personal representatives of the deceased holder or the Trustee in Bankruptcy as the case may be to take effect 31 days after the death or bankruptcy aforesaid. On the expiry of such 31 days the personal representatives or Trustee in Bankruptcy shall forthwith comply with the provisions of sub-article (b) hereof as to lodgment of share certificates and fixing of the fair value and shall for the purposes of sub-article (b) hereof and the following articles or sub-articles be deemed to be the proposing transferor.

(d) 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, no matter what class of shares they may hold (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 (not being less than 21 days) 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 shall 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 holding, 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 to be drawn under the direction of the Directors.

(e) If the Company shall, within the space of one calendar month after being served with such notice, find any Member or Members willing to purchase the shares (hereinafter called "the purchasing Member") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the said price, to transfer the shares to the purchasing Member or Members.

(f) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring any shares, the Company may receive the purchase money and shall thereupon cause the name or names of the purchasing Members to be entered in the Register as holders of the shares, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register 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 space of one calendar month after being served with the transfer notice, find a Member or Members willing to purchase the shares, the proposing transferor shall at any time, within three calendar months afterwards, be at liberty to sell and transfer the shares, or those not placed, to any person and at such price (not to be less by more than ten per cent. than the price fixed as aforesaid) as he may think fit.

(h) The Directors may without assigning any reason refuse to register any transfer of a share (a) where the Company has a lien on the share or (b) where the whole of the Board of Directors are of the opinion that it is not desirable to admit the proposed transferee to membership, but paragraph (b) of this sub-article shall not apply where the proposed transferee is already a Member.

(i) 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.

FIRST DIRECTORS

13. The first Director(s) of the Company shall be:- JOSEPH EDGAR BAZELEY STONE, DAVID JAMES HARRISON and MARTIN JOHN SHIRLEY.

FIRST SECRETARY

14. The first Secretary of the Company shall be:- DAVID JAMES HARRISON.

Names, Addresses and Descriptions of Subscribers

J.E.B. STONE, Director
and D.J. HARRISON, Director
for and on behalf of
PARKERSELL CLEANING CO. LTD.
35 Winchester Street
Basingstoke
Hants.

MARTIN JOHN SHIRLEY
"Melbreak"
Dimples Lane
Garstang
Preston
Lancs

Company Director

Dated the 14th day of February, 1968.

Witness to the above Signatures:-

D.A. MAYES
35 Winchester Street
Basingstoke

Chartered Accountant