

THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin

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

delete if inappropriate

Company number

1402606

Name of Company

MULTHEAT (PLYMOUTH) Limited*

I, DEREK HARRY JOHN PATTISON

of 22-24 COWPER STREET, LONDON EC2A 4AP

† Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

do solemnly and sincerely declare that I am † a person named as secretary of the Company in the statement delivered under Section 21 Companies Act 1976

of MULTHEAT (PLYMOUTH) Limited*

and that all the requirements of the Companies Acts 1948 to 1976 in respect of matters precedent to the registration of the said company and incidental thereto have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 22, The Ridgeway,
Finchley, London N3 2PH

the 26th day of Nov
One thousand nine hundred and seventy-eight

before me [Signature]
A Commissioner for Oaths ‡

Presentor's name, address and reference (if any)

HART+CO. (CITY ROAD) LIMITED,
22-24 Cowper Street,
London EC2A 4AP
Telephone 01-251 4901

For official use
General section

Post room

076180/4

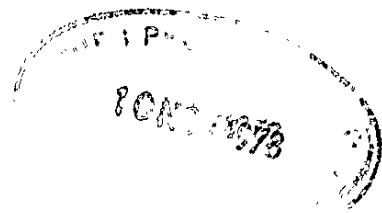
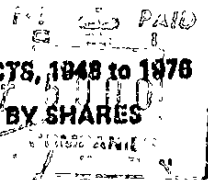
Memorandum of Association

OF

1402606

3

MULTIHEAT (PLYMOUTH) LIMITED



1. The name of the Company is Multiheat (Plymouth) 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 plumbing, sanitary and heating engineers; to carry out the installation of central heating in houses, flats, buildings, bungalows, cottages, offices and buildings of every description; to carry on the trade or business of engineers, founders, smiths, machinists, manufacturers and patentees; to enter into any contracts in relation to and to erect, construct, maintain, alter, repair, pull down and restore either alone or jointly with any other companies or persons works of all descriptions; to purchase or otherwise acquire houses, offices, workshops, buildings and premises, and any fixed and moveable machinery, tools, engines, boilers, plant, implements, patterns, stock-in-trade, patents and patent rights, convenient to be used in or about the trade or business of engineers, founders, smiths or machinists; to manufacture, buy, sell, acquire, or otherwise trade in plumbing, sanitary and heating goods and equipment of every description.



HART & CO. (PTY) LTD LIMITED
22/24 Cowper Street, City Road, EC2A 4AP

20/11

Clauses 3(B) to 3(H)

- (B) To guarantee or give security for the payment or performance of any debts, contracts, or obligations of any person, firm or company, for any purpose whatsoever, and to act as agents for the collection, receipt or payment of money and generally to act as agents for and render services to customers and others and generally to give any guarantee, security or indemnity.
- (C) To carry on any other trade or business which can, in the opinion of the Board of Directors be advantageously carried on by the Company.
- (D) 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 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.
- (E) To erect, construct, lay down, enlarge, alter and maintain any 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.
- (F) To acquire by original subscription, tender, purchase or otherwise and hold, sell, deal with or dispose of any Shares, Stocks, Debentures, Debenture Stocks, Bonds, Obligations and Securities, guaranteed by any Company constituted or carrying on business in any part of the world and Debentures, Debenture Stocks, Bonds, Obligations and Securities guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (G) To borrow money and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real or heritable and personal or moveable property (present and future) and the uncalled capital for the time being of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description.
- (H) To guarantee support and/or secure either with or without consideration 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 in particular (but without prejudice to the generality of the foregoing) of any company which is, for the time being, the Company's holding company as defined by Section 154 of the Companies Act 1948 or another subsidiary, as defined by the said section of the company's holding company or otherwise associated with the company in business and to give indemnities and guarantees of

all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collaterally or further to secure any securities of the company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.

- (I) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which this Company is a member or is otherwise interested.
- (J) To receive money on deposit or loan upon such term as the Company may approve, and generally to act as bankers for customers and others.
- (K) To apply for, purchase or otherwise acquire and hold any patents, brevets d'invention, licences, concessions, copy-rights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights and information so acquired.
- (L) To take part in the formation, management, supervision or control of the business or operation of any Company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants or experts or agents.
- (M) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (N) To establish or promote or concur in establishing or promoting any other Company whose objects shall include the acquisition or taking over of all or any of the assets or 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, hold, dispose of shares, stocks, or securities issued by or any other obligations of any such Company.
- (O) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments.
- (P) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.

Clauses 3(Q) to 3(W)

- (Q) 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.
- (R) 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 or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or 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.
- (S) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- (T) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (U) 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.
- (V) To grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in maintaining trusts, funds or schemes, (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (W) To aid in the establishment and support of, any schools and any educational, scienti-

fic, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.

- (X) 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.
- (Y) 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, subcontractors or otherwise.
- (Z) To do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraphs or the order in which the same occur.

- 4. The liability of the members is limited.
- 5. The share capital of the Company is £1000 divided into 1000 shares of £1 each.

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



DAVID ORDISH
22-24 Cowper Street
City Road
London EC2A 4AP.

ONE



Company Director.



DEREK PATTISON
22-24 Cowper Street
City Road
London EC2A 4AP.

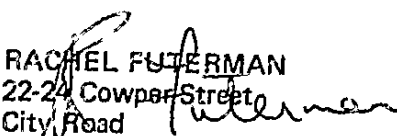
ONE



Company Director.

WITNESSED THIS 16th DAY OF NOVEMBER 1978

Witness to the above Signatures -



RACHEL FUTERMAN
22-24 Cowper Street
City Road
London EC2A 4AP.

Company Director.

Articles of Association

THE COMPANIES ACTS, 1948 to 1976
COMPANY LIMITED BY SHARES

OF MULTIHEAT (PLYMOUTH) LIMITED
1402606 / 4

PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Acts 1948 to 1976 (hereinafter referred to as "the Acts") and subject as hereinafter provided the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 as amended (hereinafter referred to as "Part II of Table A"), shall apply to the Company. Reference to any provision of the Acts shall where the context so admits be construed as and include a reference to such provision as modified by any statute for the time being in force.
2. Regulations 22, 24, 53, 58, 71, 75, 84(2), 84(4), 88, 89, 90, 91, 92 and 99 of Part I of Table A aforesaid (hereinafter referred to as "Part I of Table A"), shall not apply to the Company, but the Articles hereinafter contained together with the remaining regulations of Part I of Table A and Part II of Table A, 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, who may allot, grant options over or otherwise dispose of them to such persons at such times and on such conditions as they think proper, subject to the provisions of the next following Article and to regulation 2 of Part II of Table A, and provided that no shares shall be issued at a discount, except as permitted by the Acts.
4. Unless otherwise determined by the Company in General Meeting any original shares for the time being unissued and any new shares from time to time to be created, shall before they are issued, be offered to the Members in proportion as nearly as may be to the number of shares held by them. Such offer shall be made by notice in writing specifying the number of shares offered and limiting the time in which the offer if not accepted will lapse and determine, and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered the Directors may subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner and subject as aforesaid dispose of any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors be eventually offered in the manner aforesaid.

Articles 5 to 10

LIEN

5. The lien conferred by Regulation II of Part I of Table A shall extend to all shares whether fully paid or not and in respect of any liability to the Company of the registered holder or holders of such shares.

SHARE TRANSFERS

6. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares which are not fully paid up, the instrument of transfer shall in addition be signed by or on behalf of the transferee.

PROCEEDINGS AT GENERAL MEETINGS

7. The words "the appointment of and" shall be omitted in regulation 52 of Part I of Table A.
8. The words "twenty one" shall be substituted for the word "thirty" in regulation 57 of Part I of Table A.
9. At any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands unless before or immediately following the declaration of the result of the show of hands a poll is demanded by the Chairman or any other Member present in person or proxy. Unless a poll be so demanded a declaration by the Chairman that a Resolution has on a show of hands been carried, (whether unanimously or by a particular majority), or lost and an entry to that effect made in the book containing the minutes of the proceedings of the Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in such vote.

DIRECTORS

10. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than one nor more than five. If at any time and from time to time there shall be only one Director of the Company, such Director may act alone in exercising all the powers and authorities vested in the Directors. The first Director or Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies in accordance with the Acts.

Articles 11 to 15

11. A person may be appointed a Director notwithstanding that he has attained the age of seventy years and no Director shall be liable to vacate office by reason only of his having attained that or any other age.
12. Any Director may by notice in writing signed by him and deposited at the registered office of the Company appoint an alternate Director to act on his behalf. Such alternate Director must be either a Director of the Company or a person approved by all the Directors for the time being of the Company. Every alternate Director shall during the period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat as a Director, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as a Director. A Director who is also an alternate Director shall be entitled in addition to his own vote to a separate vote on behalf of the Director whom he is representing.
13. Provided that he shall declare his interest in any contract or transaction a Director may vote as a Director in regard to any such contract or transaction in which he is interested or in respect of his appointment to any office or place of profit or upon any matter arising thereout and if he shall so vote his vote shall be counted.
14. The office of a Director shall be vacated:-
 - (1) If by notice in writing delivered to the Company at its registered office or tendered at a meeting of the Directors he resigns the office of Director.
 - (2) If he becomes bankrupt or enters into any arrangement with his creditors.
 - (3) If he becomes of unsound mind.
 - (4) If he is prohibited from being a Director by reason of any order made under the Acts.
 - (5) If he is removed from office by a resolution duly passed in accordance with the Acts.

BORROWING POWERS OF DIRECTORS

15. The proviso to regulation 79 of Part I of Table A shall be omitted.

PROCEEDINGS OF DIRECTORS

16. The quorum necessary for the transaction of the business of the Directors may be fixed by them and unless so fixed shall, when one Director only is in office, be one, and shall, when more than one Director is in office, be two.

SECRETARY

17. The first Secretary of the Company shall be the person named in the statement delivered to the Registrar of Companies pursuant to the Acts.

INDEMNITY

18. Subject to the provisions of the Acts, and in addition to such indemnity as is contained in regulation 136 of Part I of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

Names, Addresses and Descriptions of Subscribers



DAVID ORDISH
22-24 Cowper Street
City Road
London EC2A 4AP.

Company Director.

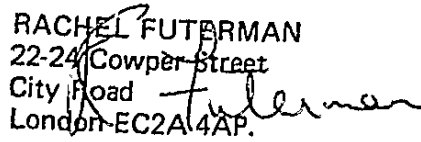


DEREK PATTISON
22-24 Cowper Street
City Road
London EC2A 4AP.

Company Director.

DATED THIS - 6th DAY OF NOVEMBER 1978

Witness to the above Signatures -



RACHEL FUTERMAN
22-24 Cowper Street
City Road
London EC2A 4AP.

Company Director.



THE COMPANIES ACTS 1948 TO 1976

Form No 1

Statement of first directors and
secretary and intended situation
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not
write in this
binding margin



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

Company number

1402606/3

Name of Company

MULTHEAT (PLYMOUTH)
Limited*

The intended situation of the registered office of the company,
on incorporation is as stated below

39 TOTTERDOWN RD.
WESTON - SUPER - MARE

If the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below

X

HART + CO. (CITY ROAD) LIMITED
22-24 COWPER STREET
LONDON EC2A 4AP

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

--

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

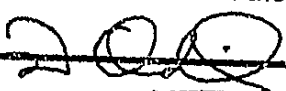
HART+CO. (CITY ROAD) LIMITED
22-24 Cowper Street
London EC2A 4AP
Telephone 01-251 4901

reference C1

For official use
General section

Post room

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

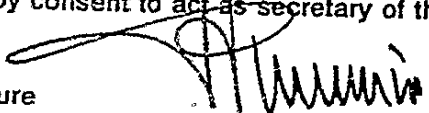
Name (note 2)	DAVID FRANCIS ORDISH	Business occupation
Former name(s) (note 3)	NONE	COMPANY DIRECTOR
Address (note 4)	22-24 COWPER STREET LONDON EC2A 4AP	Nationality BRITISH
Particulars of other directorships (note 5)		Date of birth (where applicable) (note 6)
COMPANY DIRECTOR - HART + CO. (CITY ROAD) LIMITED		
I hereby consent to act as director of the company named on page 1		
Signature 		Date 6 NOV 1978

Please do not write in this binding margin

Important

The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:



Name (notes 2 & 7)	DEREK HARRY JOHN PATTISON
Former name(s) (note 3)	NONE
Address (notes 4 & 7)	22-24 COWPER STREET LONDON EC2A 4AP
I hereby consent to act as secretary of the company named on page 1	
Signature 	Date 6 NOV 1978

Please do not write in this binding margin

Important

The particulars to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form

Signed by or on behalf of the subscribers of the memorandum*

Signature 	[Subscriber] [Agent]† Date 6 NOV 1978
Signature 	[Subscriber] [Agent]† Date 6 NOV 1978

* as required by section 21(3) of the Companies Act 1976

† delete as appropriate



CERTIFICATE OF INCORPORATION

No. 1402606

I hereby certify that

MULTIHEAT (PLYMOUTH) LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

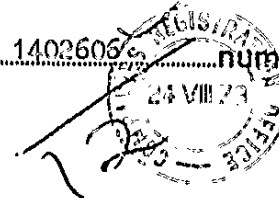
Given under my hand at Cardiff the 29TH NOVEMBER 1978

A handwritten signature in dark ink, appearing to read 'E. A. Wilson'.

E. A. WILSON

Assistant Registrar of Companies

1402606



number of company

form No. 50

COMPANIES

THE COMPANIES ACTS 1948 TO 1967

[COPY]

special resolution(s)

of MULTIHEAT (PLYMOUTH) Limited

Passed the 16th day of August 1979

At an Extraordinary General Meeting of the members of the above-named company,
duly convened and held at 39 Tottorndown Road, Weston-super-Mare,
Avon

on the 16th day of August 1979


the following SPECIAL RESOLUTION(S) was/were duly passed:—

that the name of the Company should be changed to
PRIDDY ELECTRICAL (CARDIFF) LIMITED

MULTIHEAT (PLYMOUTH) LIMITED

Company Registered in England

22/24 Cowper Street, London, EC2A 4AP


C. BRENT

Secretary

NOTES:

- (1) This copy Resolution should be signed by the Chairman of the Meeting OR by a Director OR by the Secretary of the Company whose position should be stated under his name.
- (2) This copy Resolution is required to be filed with the registrar of companies within 15 DAYS after it has been passed and can be sent to Jordan & Sons Ltd. for that purpose.

Jordan & Sons Limited

International Law Agents, Consultants and Publishers
Jordan House, 47 Brunswick Place, London N1 6EE
Telephone 01-253 3030 Telex 261010

24 AUG 1979



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No.

1402606

13

I hereby certify that

MULTIHEAT (PLYMOUTH) LIMITED

having by special resolution and with the approval of the Secretary of State changed
its name, is now incorporated under the name of

PRIDDY ELECTRICAL (CARDIFF) LIMITED

Given under my hand at Cardiff the

13TH SEPTEMBER 1979

E. A. WILSON

Assistant Registrar of Companies

A

THE COMPANIES ACTS 1948 TO 1976

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

Pursuant to section 3(1) of the Companies Act 1976

3

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold blacklettering

To the Registrar of Companies

For official use

22

*delete if inappropriate

Name of company

PRIDY ELECTRICAL (CARDIFF)

Limited*

Note

Please read notes 1 to 5 overleaf before completing this form

hereby gives you notice in accordance with section 3(1) of the Companies Act 1976 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 as shown below:

Company number Day Month

1402606	3	1	0	3
---------	---	---	---	---

†delete as appropriate

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	0	3	1	9	8	4
---	---	---	---	---	---	---	---

See note 4(c) and complete if appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement should be completed:

†delete as appropriate

The company is a ~~subsidiary~~ [holding company]† of

company number

the accounting reference date of which is

§delete as appropriate

Signed



[Director] § [Secretary] § Date 19.12.83

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

BUTTERNORTH, JONES & CO.,
13A WATERLOO STREET,
WESTON-SUPER-MARE,
AVON BS23 1LP.

REF. W15/13195/3

For official use
Data punch

General section

Post room

SPECIAL RESOLUTION ~~ON CHANGE OF NAME~~

COMPANIES ACTS

COMPANY NUMBER 1402606
COMPANY NAME PRIDDY ELECTRICAL (CARDIFF) LTD.

At an ~~Extraordinary General~~*/Annual General*/~~General~~*Meeting of the members of the above named company, duly convened and held at:

NOVERS HOUSE, NOVERS HILL, BRISTOL. BS3 5QY

on the 3RD day of DECEMBER 19 87

the following Special Resolution was duly passed:

This meeting confirms that as the company has been dormant during the trading year ending 30th March 1987, the Directors confirm that Section 384 (1) of the Companies Act 1985 shall be excluded from applying to Priddy Electrical (Cardiff) Ltd.

Signature: 
Chairman, Director, Secretary or Office of the Company

Notes:

* Please delete as appropriate.

NB. The copy Resolution must be filed with the Registrar of Companies within 15 days after the passing of the Resolution. Please insert name and address to which the certificate is to be sent:

22/2

261

ACCEPT UNSTAMPED € 40.00
NCT/CN 40739
SIGNED *Sm Jones*
DATE 20/1/89

Company No: 1402606

THE COMPANIES ACT 1985

SPECIAL RESOLUTION

of

PRIDDY ELECTRICAL (CARDIFF) LIMITED

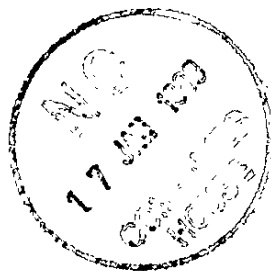
Passed on the 10 day of January 1989

At an Extraordinary General Meeting of the Members of the above-named Company, duly convened and held on the 10 day of January 1989, the following SPECIAL RESOLUTION was passed:

That the name of the Company be changed to

PRIDDY ENGINEERING SERVICES (CARDIFF) LIMITED

Colin Jones
.....
Chairman



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1402606

I hereby certify that


PRIDDY ELECTRICAL (CARDIFF) LIMITED

having by special resolution changed its name,

is now incorporated under the name of

PRIDDY ENGINEERING SERVICES (CARDIFF) LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 26 JANUARY 1989


MRS. C. R. WILLIAMS

an authorised officer

Company No: 1402606

THE COMPANIES ACT 1985

SPECIAL RESOLUTION

of

PRIDDY ELECTRICAL (CARDIFF) LIMITED

Passed the 16 day of December 1988

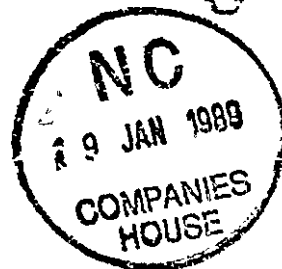
At an Extraordinary General Meeting of the Members of the above-named Company, duly convened and held on the 16 day of December 1988 the following SPECIAL RESOLUTION was passed:

That the name of the Company be changed to

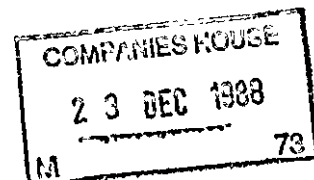
PRIDDY ENGINEERING SERVICES (WALES) LIMITED

Colin Sherrill

Chairman



RES. FOR PUBLIC FILE
NO. 1402606
CHANGE OF NAME



Mid
t40
102197

G

COMPANIES FORM No. 123

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

1402606

Name of company

* PRIDDY ENGINEERING SERVICES (CARDIFF) LIMITED

* Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company

dated 31 JANUARY 1989 the nominal capital of the company has been
 increased by £ 14000 beyond the registered capital of 1000.

§ the copy must be
 printed or in some
 other form approved
 by the registrar

A copy of the resolution authorising the increase is attached. §

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
 shares have been or are to be issued are as follow:

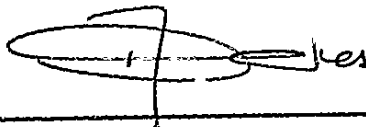
THE NEW SHARES SHALL RANK PARI PASSU IN ALL RESPECTS
 WITH THE EXISTING ORDINARY SHARES IN THE CAPITAL
 OF THE COMPANY

Please tick here if
continued overleaf

--

† delete as
appropriate

Signed



{Director}{Secretary}† Date

2 FEBRUARY 1989

PRINTED AND SUPPLIED BY

Jordan's

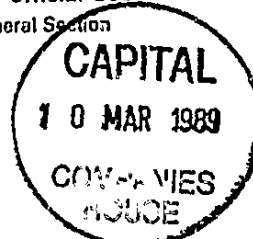
JORDAN & SON LIMITED
 10, BRISTOL ROAD
 BIRMINGHAM B1 1JL
 TELEPHONE 0121 233 3033
 TELEFAX 0121 233 3033

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

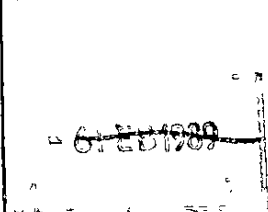
THE ESTATE OFFICE
 THE STABLE BLOCK
 BARLEY WOOD
 WRINGTON, AVON
 BS18 7SA

For official Use

General Section



Post room



Company No. 1402606

THE COMPANIES ACT 1985

Company Limited by Shares

ORDINARY RESOLUTION

of

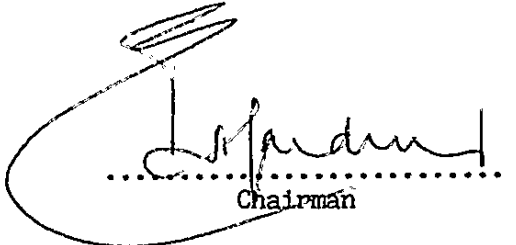
PRIDDY ENGINEERING SERVICES (CARDIFF) LIMITED

Passed on the 31 January 1989

At an EXTRAORDINARY GENERAL MEETING of the above-named company duly convened and held on the above date, the following Resolution was duly passed as an ORDINARY RESOLUTION

That the nominal share capital of the company be increased to £20,000 by the creation of ~~19,000~~ ^{19,000} Ordinary Shares of £1 each. Such new shares shall rank pari passu in all respects with the existing Ordinary Shares in the capital of the Company.

214.


Chairman



Company No 1402606

THE COMPANIES ACT 1985

SPECIAL RESOLUTION

of

PRIDY ENGINEERING SERVICES (CARDIFF) LIMITED

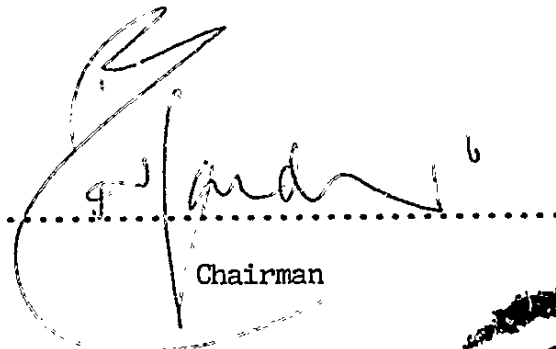
Passed on the 24 day of July 1989

At an Extraordinary General Meeting of the Members of the above-named Company, duly convened and held on the 24 day of July 1989, the following SPECIAL RESOLUTION as passed:-

That the name of the Company be changed to

MITIE ENGINEERING SERVICES (CARDIFF) LIMITED

15/8


.....
Chairman

NC
- 8 AUG 1989

MB

CC:
- 3 AUG 89
M

40/100/49

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1402606

I hereby certify that

PRIDDY ENGINEERING SERVICES (CARDIFF) LIMITED

having by special resolution changed its name,

is now incorporated under the name of

MITIE ENGINEERING SERVICES (CARDIFF) LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the 15 AUGUST 1989

A handwritten signature in black ink, appearing to read 'D. James'.

D. JAMES

an authorised officer

1402626

Company No 1402626

THE COMPANIES ACT 1985

Company Limited by Shares

SPECIAL RESOLUTION

of

MTIE ENGINEERING SERVICES (CARDIFF) LIMITED

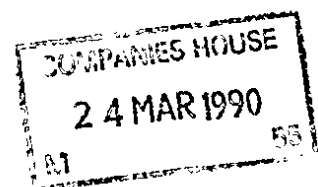
Passed on the 19 day of March 1990

At an Extraordinary General Meeting of the above-named company duly convened and held on the above date, the following Resolution was passed as a SPECIAL RESOLUTION of the company

The Articles of Association annexed and initialled by the Chairman for the purpose of identification be and are hereby approved and adopted as new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.

A handwritten signature in dark ink, appearing to be 'D. Hill', is written over a horizontal dotted line.

Chairman



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

of

MITIE ENGINEERING SERVICES (CARDIFF) LIMITED

PRELIMINARY

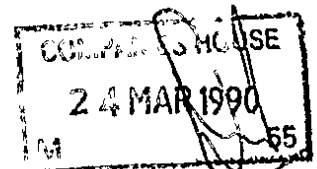
1. (A) The Regulations contained in Table A of the Companies (Table A to F) Regulations 1985 ("Table A") (as amended) shall apply to the Company save in so far as they are varied or excluded by or are inconsistent with these Articles, and such Regulations (subject as aforesaid) and the Articles hereinafter contained shall be the Articles of Association of the Company.
- (B) Where the context requires words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine.
- (C) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any enactment shall be construed as a reference thereto as consolidated, amended, modified or re-enacted from time to time.

PRIVATE COMPANY

2. The Company is a private company.

SHARE CAPITAL

3. The share capital of the Company at the date of the adoption of these Articles is £20,000 divided into 20,000 ordinary shares of £1 each.
4. (A) Unless otherwise agreed in writing by all the members for the time being of the Company entitled to attend and vote at general meetings all unissued shares (whether forming part of the original or any increased capital) shall, before issue, be offered on identical terms to the members in proportion as nearly as circumstances admit (fractions being disregarded) to the amount of the existing issued Ordinary Shares of which they are the holders.



- (B) Any such offer shall be made by notice specifying the number and class of shares and the price at which the same are offered which shall as nearly as may be be the fair value of the shares at the date of issue valued as a proportion of the value of the whole company without discount for minority and limiting the time (being not less than twenty-eight days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, shall be deemed to be declined.

LIEN

5. Without prejudice to the lien conferred by Regulation 8 of Table A the Company shall have a first and paramount lien on all shares for all moneys presently payable by a member or his estate to the Company. The liens conferred above and by Regulation 8 of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

CALLS

6. The liability of any member in default in respect of a call shall be increased by the addition in Regulation 15 of Table A of the words "and all expenses that may have been incurred by the company by reason of such non-payment" after the words "(as defined by the Act)" and the words "and expenses" after the words "of the interest" and also by the addition in Regulation 18 of Table A of the words "and all expenses that may have been incurred by the company by reason of non-payment" after the words "together with any interest".

TRANSFER OF SHARES

- 7.(A) (1) Any member ("the proposing transferor") desiring to sell, transfer or otherwise dispose of any shares which he holds shall give notice in writing ("the transfer notice") to the Company at its registered office specifying such number of the shares held by him which he desires to sell ("the Shares"), the price ("the offer price") at which the Shares are offered by him and the third party (if any) to whom he proposes to transfer the Shares if they are not purchased by a member pursuant to the following provisions of this Article. A transfer notice shall only be revocable with the consent of the Directors.
- (2) The transfer notice shall constitute the Directors the agents of the proposing transferor for the sale of Shares and the Directors shall, within seven days of the transfer notice being given to the Company, offer the Shares in writing to the members of the Company other than the proposing transferor in proportion to their holdings. Such offer shall state:

- (i) the number of Shares offered;
- (ii) the offer price;
- (iii) the third party specified in the transfer notice (if any);
- (iv) that, if such offer is not accepted in writing within ninety days, it will be deemed to be declined;
- (v) that, if there be more than one member other than the proposing transferor and any such member to whom such notice is given desires a transfer of Shares in excess of his proportion, he should in his reply state how many excess Shares he desires to have; and
- (vi) that, if there be only one member other than the proposing transferor and the proposing transferor has specified in the transfer notice all the shares not owned by such other member and such other member claims all those shares, he should in his reply state the name of his nominee to hold one or more of the Shares.

If all such members do not claim their proportions, the unclaimed Shares shall be used in or towards satisfying the claims in excess in the proportions in which such claims are made. If any Shares shall not be capable, without fractions, of being offered to such members in proportion to their existing holdings, the same shall (to the extent that fractions will arise) be offered to such members as may be determined by lots to be drawn in respect of each so offered Share under the direction of the Directors.

- (3) The offer price for the shares specified in a transfer notice shall be as follows:-
 - (a) if the Member issuing the transfer notice issues it prior to 31st August 1994 the price shall be the price that that Member paid for them (and for the avoidance of doubt shares acquired first shall be sold first) and;
 - (b) if the Member issuing the transfer notice issues it on or after 31st August 1994 and before 31st August 1999 the price shall be the proportion which that number of shares bears to the total value of all the shares in the Company without discount for minority holdings and the value of all such shares shall be the greater of:-
 - (i) the net asset value of the Company as shown in the last audited accounts

- (ii) ten times the average post tax profits of the Company shown in its audited accounts for the immediately preceding three accounting years adjusted for the increase or decrease in the profit on uncompleted contracts.
- (c) if the Member issuing the transfer notice acquired the Shares subject to the transfer notice after 31st August 1999 the price shall be the price that that Member paid for them (and for the avoidance of doubt shares acquired first shall be sold first) and;
- (4) The proposing transferor shall be bound to transfer to each purchaser of the Shares the number of Shares being purchased by him upon payment by such purchaser to the proposing transferor of the offer price which payment shall be made within fourteen days of the acceptance.
- (5) If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring any Shares, the Directors may receive the purchase money which shall be paid into a separate bank account and the Directors shall within a reasonable period nominate some person to execute an instrument or instruments of transfer of the relevant Shares in the name and on behalf of the proposing transferor and thereafter, when such instrument or instruments have been duly stamped, the Directors shall cause the name of the relevant purchasing member or members to be entered in the register of members of the Company ("Register") as the holder or holders of the relevant shares and shall hold the purchase money in trust for the proposing transferor. The receipt of the Directors for the purchase money shall be a good discharge to the relevant purchasing member or members and after his or their names have been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (6) If the Directors shall not find a member or members willing to purchase all the shares under the foregoing provisions within ninety days then the Directors shall offer the shares to the employees of the Company in such manner and proportions as the Directors shall think fit and shall notify the proposing transferor accordingly and the provisions of this article shall apply mutatis mutandis to all the employees who wish to purchase shares except that the period for the acceptance by the employees who are offered shall be reduced from ninety to sixty days
- (7) If the Directors shall not find an employee or employees willing to purchase the balance of any shares under the foregoing provisions within a further period of sixty days the proposing transferor shall at any time within ninety days after the expiry of the period of one hundred

and fifty days from the date of the transfer notice be at liberty to sell and transfer the Shares or so many of them as the Company shall not have found a purchaser or purchasers for as aforesaid, to the third party named in the transfer notice for a cash price payable prior to transfer and being not less than the offer price.

- (B) The Directors shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by paragraphs (A) or (D) of this Article.
- (C) The Directors may decline to register the transfer of a share on which the Company has a lien.
- (D) If any member declines or fails to subscribe for any shares offered to him under Article 4 hereof he shall be deemed to have given a transfer notice to the Company in respect of such shares as are offered to him for subscription and the foregoing provisions of this Article shall apply accordingly save that the offer price shall be deemed to be the subscription price and shall also be deemed to be the fair price on subscription.
- (E) Except as aforesaid, the instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of a transfer of a partly paid share also by the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer when registered, shall be retained by the Company.
- (F) No interest in any share or shares shall be disposed of or created by any means without a transfer of an equivalent number of shares being presented for registration save in circumstances where a transfer of the share or shares concerned would be permitted under the provisions of paragraph (A) of this Article without the member giving a transfer notice.

OBLIGATORY TRANSFER OF SHARES

- 8. (A) If an employee of the Company who is also a member ceases to be an employee of the Company for any reason other than the reasons set out in Article 8(B) or death then he shall forthwith upon cessation be deemed to have given a transfer notice in accordance with Article 7(A)(1) specifying all of the shares held by him and the provisions of this Article shall likewise apply to any member who is the spouse of an employee (who is not himself or herself an employee) when such member's spouse ceases to be an employee of the Company in the circumstances set down in this Article 8(A).
- (B) If an employee who is also a member of the Company ceases to

be an employee of the Company because he or she has attained normal retirement age or because of physical and/or mental incapacity (and in the case of physical and/or mental incapacity he shall produce within 14 days of such cessation to the Company certificates from two independent medical practitioners that he by reason of such incapacity is unable to perform his duties under his contract of employment with the Company and that he is unlikely to be able to resume such duties for a period at least 1 year) then he shall forthwith upon such retirement or production of medical certificates (as appropriate) be deemed to have given a transfer notice in accordance with Article 7(A)(1) and the offer price shall be the offer price specified in Article 7(A)(3)(b) and the provisions of this Article shall likewise apply to any member who is the spouse of an employee (who is not himself or herself an employee) when such member's spouse ceases to be an employee of the Company in the circumstances set down in this Article 8(B).

- (C) If a member dies testate or intestate or a bankruptcy order is made against him or if he makes an application to Court for an interim bankruptcy order then his personal representatives forthwith upon appointment as such in the case of death, and the trustee in bankruptcy forthwith upon appointment in the case of bankruptcy or the member forthwith upon an application to Court for an interim order shall be deemed to have given a transfer notice in accordance with Article 7(A)(1) specifying all of the shares held by him, but in the case of death the offer price shall be the offer price specified in Article 7(A)(3)(b) provided that the deceased member acquired his shares two years or more before his death and if the deceased member has held his shares for less than three years then the average post tax profits referred to in Article 7(A)(3)(b)(ii) shall be for two accounting years instead of three.

CHARGING OF SHARES

9. No member shall without the prior consent of the board of directors directly or indirectly mortgage charge pledge or in any other way encumber all or any of his shares

NOTICES OF MEETINGS

10. Every notice calling a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies.
11. In Regulation 32 of Table A the words "ordinary resolution" shall be deemed to be replaced by the words "special resolution".

PROCEEDINGS AT GENERAL MEETINGS

12. All business at a General Meeting shall be deemed to be special business and shall be notified in the notice convening the Meeting.
13. Regulation 40 in Table A shall be read and construed as if the words "at the time when the meeting proceeds to business" were added at the end of the first sentence.
14. (A) If within half an hour of the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the same week, at the same time and place or to such other day and at such other time and place as the Directors may determine. If at any such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved. Regulation 41 in Table A shall not apply.

(B) The Chairman shall not be entitled to a second or casting vote and Regulation 50 in Table A shall not apply.

DIRECTORS

15. There shall be at least three Directors and the maximum number of Directors shall be determined by the Company in General Meeting.
16. The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.
17. No person shall be appointed a Director at any General Meeting unless he is a shareholder in the Company or an employee of a parent company which owns not less than 51% of the shares in the Company and either:
 - (a) he is recommended by the Directors; or
 - (b) not less than 14 days nor more than 35 clear days before the date appointed for the General Meeting, a notice signed by a member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.
18. Subject to Article 17 above, the Company may by special resolution in General Meeting appoint any other person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
19. The Directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined as the maximum number of

Directors for the time being in force.

20. A Director shall automatically retire from office at the Annual General Meeting following his 70th birthday but shall be eligible for re-appointment. If re-appointed the Director shall automatically retire at each subsequent Annual General Meeting but shall continue to be eligible for re-appointment on an annual basis.
21. The Directors may exercise all the powers of the Company to borrow and raise money and to mortgage and charge its undertaking, property and uncalled capital or any part thereof, and subject to Section 80 of the Act, to issue debentures, debenture stock and other securities outright or as security for any debt, liability or obligation of the Company or of any third party.
22. A Director who pursuant to Regulations 85 and 86 of Table A has declared at a meeting of the directors the nature of his interest in a contract, proposed contract or arrangement with the Company shall be entitled to vote in respect of that contract, proposed contract, or arrangement, or upon any matter arising thereout and if he shall do so his vote shall be counted, and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or the committee at which the vote is taken.
23. In Regulation 88 of Table A the words "It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom" shall be deemed to be deleted.
24. The Chairman of a meeting of the Directors or of a committee of the Directors shall be elected by all the Directors (and/or their alternates) present at the meeting. The Chairman shall not at any such meeting have a second or casting vote and Regulation 88 of Table A shall be deemed to be modified accordingly.
25. Not less than fourteen days' notice of meetings of the directors shall be given to each of the directors at their address in the United Kingdom whether present in the United Kingdom or not and Regulation 88 of Table A shall be deemed to be modified accordingly.
26. Notice of a meeting of the Directors shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting. No business which is not within the direct scope of the agenda shall be put to the vote at such meeting unless all the Directors present otherwise agree.
27. The Directors may grant retirement pensions or annuities or other allowances including allowances on death, to any person or to the widow or widower or dependants of any person, in respect of services rendered by him to the Company as Managing Director or in any other executive office or employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company or of its holding company (if any) notwithstanding that he may be or may have been a Director of the

Company and may make payments towards insurances or trusts for such purposes in respect of such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person. Regulation 87 in Table A shall not apply.

NOTICES

28. In Regulation 116 of Table A the words "if any, within the United Kingdom" shall be deemed to be deleted.
29. The third sentence of Regulation 112 of Table A shall be deemed to be deleted.

INDEMNITY

30. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which in such capacity 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 judgement is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act, 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 the execution of the duties of his office or in relation thereto provided that this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act. Regulation 118 in Table A shall not apply.

WINDING UP

31. 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 holders in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is proposed 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 set out in Section 111 Insolvency Act 1986 as if such resolution were a special resolution of the type referred to in Sub-section (1) thereof which has been passed in the circumstances to which that Section applies pursuant to Section 532 of the Act.