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COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

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THE COMPANIES ACTS 1948 TO 1980

Declaration of compliance with the requirements on application for registration of a company

Pursuant to section 3(5) of the Companies Act 1980

41a

Please do not write in this binding margin

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

*Insert full name of company

For official use

Company number

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1629964

Name of company

B.I.E. HOLDINGS LIMITED

I, CHRISTOPHER MICHAEL WHITEHOUSEof Bank House, 8 Cherry Street, Birmingham, B2 5JY

†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 Solicitor of the Supreme Court
engaged in the formation
 of B.I.E. HOLDINGS LIMITED

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent 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 Declaration Act 1835

Declared at Birmingham
in the County of West Midlands

the 5th day of April
 One thousand nine hundred and eighty two

before me A. D. Hathorn
 A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Signature of Declarant

C.M. Whitehouse.

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

Wragge & Co.,
 Bank House,
 8 Cherry Street,
 Birmingham, B2 5JY.

Ref: 6013/158/DEP

For official use
General section

Post room

DATE *Yayre* 6/4/82.
The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

B.I.E. HOLDINGS LIMITED

1. The name of the Company is "B.I.E. Holdings Limited".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (1) (A) to acquire by purchase, exchange, subscription or in any other manner to invest any monies belonging to the Company in, and to hold the whole or any part of the shares, stocks, debentures, debenture or loan stocks, bonds, scrip, notes, options, mortgages, charges, obligations or other securities or interests of any kind or description in, or issued or guaranteed by any company, corporation or undertaking of whatever nature and wherever constituted or carrying on business, whether or not the same are fully paid, and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof and sell, transfer or otherwise dispose thereof from time to time as may be expedient.
 - (B) generally to carry on the business of a holding Company in all its branches; to co-ordinate the policy and administration of the companies, corporations or undertakings in which this Company is a member or participant or which are controlled by or associated with the Company in any manner; to assist financially, subsidise or enter into subvention agreements with any such companies, corporations or undertakings and to provide for them administrative, executive, managerial, secretarial and accountancy services or staff, office accommodation or social or welfare services or facilities; to act as secretaries, directors, registrars, managers and agents

thereof and to do anything which will or may promote the efficiency or profitability of the businesses carried on by any such companies corporations or undertakings.

- (C) To purchase, take on lease or in exchange, or otherwise acquire and hold for investment or resale and generally to deal by way of sale, lease, exchange or otherwise in land and property of any tenure and any interest therein and to develop and turn to account any land acquired by or in which the Company is interested.
- (2) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to the Company's business or which in their opinion will enhance the value of or render profitable any of the Company's property or assets
- (3) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any land, buildings, easements, rights, privileges, concessions, patents, know-how, licences, secret processes, machinery, plant, stock-in-trade, and any other real or personal property of any kind for the purposes of or in connection with the Company's business or any branch or department thereof
- (4) To construct any shops, offices, warehouses, workshops, factories or other buildings or structures, roads, railways, port or harbour installations, runways or landing strips, plant, machinery and equipment, and to execute and carry out civil engineering works of all kinds for the purposes of the Company's business
- (5) To apply for, register, purchase, or by any other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, inventions, brevets d'invention, licences, secret processes, trade marks, designs, copyrights, concessions, franchises, confidential information, know-how, computer systems and programs and any and all types of computerised data and information and to disclaim, alter, modify, use and turn to account, and to manufacture under or grant licences or privileges in respect of, the same and to expend money in research upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire
- (6) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society
- (7) To mortgage and charge the undertaking and all or any of the real or personal property and assets, present or future, and all or any of the uncalled capital for the time being, of the Company and to

rights, powers, privileges and conditions as may be thought fit, securities of every kind including debentures, debenture stock, loan stock and warrants to subscribe the same, whether or not convertible into any other security or share capital of the Company and whether or not secured by any form of charge on any assets of the Company and either permanent or redeemable or repayable, and collaterally or further to secure any such securities of the Company by a trust deed or other assurance

- (8) 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
- (9) To receive money on deposit or loan upon such terms as the Company may approve
- (10) To make advances or give credit to customers and others having dealings with the Company either with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and such others as aforesaid
- (11) To give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets, present and future, and uncalled capital of the Company, or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of, and the dividends or interest on any securities of any Company, firm or person wherever constituted or resident including debenture and loan stock, and in particular (but without limiting the generality of the foregoing) of any company which is for the time being the Company's holding company or subsidiary 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
- (12) To grant pensions, allowances and gratuities to directors or ex-directors, employees or ex-employees of the Company or its predecessors in business or the dependents 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 and their dependants and to support or subscribe to any charitable trusts,

in the opinion of the Directors of the Company for the time being, benefit the Company or its employees and to institute and maintain any club or other establishment or profit-sharing scheme for the benefit of the Company or its directors or employees

- (13) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments
- (14) 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 (other than the shares of the Company or its holding company (if any)) and in such manner as may from time to time be decided
- (15) To pay either wholly or in part for any property or assets 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 and generally on such terms as the Company decides
- (16) To accept payment for any property or assets 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 other securities (which such company or corporation is empowered to issue) of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend, interest or repayment of capital or otherwise, or partly in cash and partly in shares or securities and generally on such terms as the Company decides, and to hold, dispose of or otherwise deal with any shares or securities so acquired
- (17) To enter into any partnership, joint-venture or arrangement for sharing profits, merger or amalgamation 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 person, firm or company
- (18) 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 will in any manner advance the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of, and to 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
- (19) To purchase or otherwise acquire and manage all or any part of the business, property, assets, liabilities or transactions of any person, firm or company carrying on any business which this Company is authorised to carry on

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...approve, manage, develop, turn to account, exchange, let or hire 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

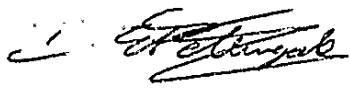

- (21) To accept any securities which any company is empowered to issue in payment or part payment for services rendered or goods sold to or any debt owing from any such company
- (22) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether 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
- (23) 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 shall be made except with the sanction (if any) for the time being required by law
- (24) To adopt such means of making known or advertising the business, products and services of the Company as may seem expedient
- (25) To procure the Company to be registered or recognised in any country or place outside the United Kingdom
- (26) To carry out all or any of the objects of the Company and to do all or any of the above acts matters or things and to exercise all or any of the above powers in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees or otherwise
- (27) Generally to do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them

And it is hereby declared that the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and that they shall not be limited or restricted by reference to or inference from any other such paragraph, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the object of a separate and distinct company.

4. The liability of the members is limited. ✓

5. The share capital of the Company is £100 divided into 100 Ordinary 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, 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 out opposite our respective names.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
 DAVID EDWIN PETTINGALE Bank House 8 Cherry Street Birmingham B2 5JY Solicitor's Articled Clerk	One ✓
 INGRID RUTH EVERSON Bank House 8 Cherry Street Birmingham B2 5JY Solicitor's Articled Clerk	One

Dated this 5th day of April 1982

Witness to the above Signatures:-



RICHARD HAYWOOD
Bank House
8 Cherry Street
Birmingham
B2 5JY

Solicitor

C O M P A N Y L I M I T E D B Y S H A R E S

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ARTICLES OF ASSOCIATION

OF

B.I.E. HOLDINGS LIMITED

PRELIMINARY

1. The Regulations contained or incorporated in Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967 to 1981 (hereinafter referred to as "Table A"), other than Regulations 2, 3, 22, 24, 73A, 75, 79 and 136 of Table A shall, subject to the modifications hereinafter expressed, apply to the Company and, together with the Articles hereinafter contained shall constitute the Regulations of the Company.

PRIVATE COMPANY

2. The Company is a private company and accordingly the provisions of Section 15 of the Companies Act 1980 shall apply to the Company.

SHARE CAPITAL

3. (A) The authorised share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each;
- (B) Subject to the provisions of Article 4, the Directors are hereby unconditionally authorised for the purposes of and in accordance with Section 14 of the Companies Act 1980, at any time or times during the period of 5 years from the date of incorporation to allot unissued shares in the capital of the Company up to the amount of the authorised but unissued share capital of the Company at the date of any such allotment and to make at any time before the expiry of the said period any offer or agreement which will or may require shares to be allotted after the expiry of such authority provided that the authority hereby given may, subject to the said Section 14, be renewed, revoked or varied by the Company at any time during such period by Ordinary Resolution and unless so renewed, revoked or varied, such authority shall expire at the end of such period.

ALLOTMENT OF SHARES

4. Any shares proposed to be issued shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively

unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, those shares so declined or deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members. In accordance with Section 17(9) of the Companies Act 1980 Sub-sections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.

5. Subject to the provisions of Part III of the Companies Act 1981, the Company may

- (A) Issue shares upon terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the holder(s) of such shares;
- (B) Purchase its own shares (including any redeemable shares); and
- (C) Make payment in respect of any such redemption or purchase otherwise than out of distributable profits or the proceeds of a fresh issue of shares.

LIEN

6. The lien conferred by Regulation 11 of Table A shall extend also to fully paid 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 several joint holders and shall be a first and paramount lien for all moneys and liabilities whether presently due and payable or not.

TRANSFER OF SHARES

7. The instrument of transfer of any fully paid share shall be signed by or on behalf of the transferor only but in the case of a partly paid share, the instrument of transfer shall also be signed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

8. (A) The Directors shall refuse to register any transfer of any share on which the Company has a lien or any transfer of any share (not being a fully paid

share) to a person whom they shall not approve and no share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

(B) Subject to sub-clause (A) of this Article the Directors may in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share whether or not it is a fully paid share (and no transfer or disposal of the beneficial interest in any share shall be made) unless such transfer or disposal is made in accordance with the following provisions of this Article:-

(1) Any share (or any interest therein) may at any time be transferred without restriction as to price or otherwise in the following circumstances: (a) by a Member to any other Member (b) to a member of the family of a Member or deceased Member (c) to any person or persons acting as trustee or trustees of any trust created by a Member whether by deed or by will, or, upon any change of trustees of any such trust, to the new trustee or trustees PROVIDED THAT the only persons who are beneficially interested in such trust are the Member and members of his family and the voting rights conferred by such share are not exercisable by or subject to the consent of any person other than such trustee or trustees or the Member or members of his family (d) by the trustee or trustees of any such trust to any beneficiary thereunder being the Member or a member of his family or (e) to the legal personal representatives of a deceased Member where, pursuant to his will or the laws of intestacy, the persons beneficially entitled to such share (whether immediately or contingently) are members of the family of the deceased Member and by such personal representatives to such member or members of the family of such deceased Member.

(2) In any other case, any Member wishing to sell, transfer or otherwise dispose of any share or any interest therein ("the Transferor") shall give notice in writing ("a Transfer Notice") to the Company that he desires to transfer or dispose of the same. Such notice shall constitute the Company as Agent for the sale of the share to any Member willing to purchase the same ("the Transferee") at a fair value to be fixed in accordance with sub-clause (6) of this Article, such value to be endorsed upon the Transfer Notice. A Transfer Notice may include several shares and in such case shall operate as if it were a separate notice in respect of each. A Transfer Notice shall not be revocable except with the sanction of the Directors. If the capital is divided into classes of shares a separate Transfer Notice shall be given for each class of shares. A Transfer Notice may also state that it is conditional upon all and not part of the shares comprised in it being sold or transferred.

and with a view to finding a Transferee for the shares comprised in the Transfer Notice, the Directors shall ascertain the fair value of such shares in accordance with the provisions of sub-clause (6) of this Article and thereupon shall forthwith give notice in writing of the Transfer Notice ("an Offer Notice") to all the Members and shall first offer such shares to the Members then holding the remaining shares of the same class as those offered in proportion to their then holdings of such class of shares. Such offer ("the First Offer") shall be limited to a time of twenty one days ("the First Period") from the date of the Offer Notice and shall if not accepted within such time be deemed to be declined. The First Offer shall give the Members to whom it is made the right to claim shares offered in addition to their due proportion. If any such Members do not accept their due proportion the unaccepted shares shall be distributed amongst those claiming additional shares in proportion as nearly as may be to their said holdings but no Member shall be bound to take more shares than those he has claimed.

- (4) Where the capital is divided into different classes of shares the Offer Notice shall also contain a further offer ("the Second Offer") offering to the remaining Members in proportion to their then holdings of shares, such of the shares comprised in the Transfer Notice which have not been taken up or agreed to be taken up under the First Offer within the First Period. The Second Offer shall be limited to a time of twenty one days from the expiry of the First Period ("the Second Period") and if not accepted within such time shall be deemed to be declined; the provisions of sub-clause (3) of this Article regarding claims for additional unaccepted shares shall (mutatis mutandis) apply to the Second Offer also.
- (5) If the Company shall within the First or Second Period (as the case may be) find a Transferee or Transferees for the share(s) offered for sale and shall give notice thereof to the Transferor he shall be bound upon payment of the fair value as fixed in accordance with sub-clause (6) of this Article to transfer the share(s) to the Transferee or Transferees.
- (6) The fair value of any share(s) comprised in a transfer notice shall be either the value thereof agreed between the Directors and the Transferor within 14 days after service of the Transfer Notice or, where the fair value shall not be so agreed within such period or in the event of a transfer notice being deemed to be given under the provisions of sub-clause (10) of this article such value as the Auditors shall on the application of

will be a willing buyer would offer to a willing seller for the share(s) comprised in the Transfer Notice based on the going concern value of the Company. In so certifying the Auditors shall be considered to be acting as experts and not as arbitrators and their decision shall be final and binding on the parties.

- (7) If the Transferor, after having become bound to transfer his share(s) as aforesaid, makes default in transferring the same, the Company may receive the purchase money tendered by the Transferee(s) and the proposed Transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute a transfer of the share(s) to the Transferee(s) and upon the execution of such transfer the Company shall hold the purchase money in trust for the Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Transferee(s) and after his or their name(s) have been entered on the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- (8) If the Company shall not by the expiry of the First Period or, where the capital is divided into different classes of shares, by the expiry of the Second Period, find a Transferee from amongst the Members of the Company in accordance with the foregoing provision of this Article, the Transferor shall be at liberty within a period of six months from the end of the First Period or as the case may be the Second Period, on a bona fide sale or transfer subject to the provisions of sub-clause (9) of this Article, to sell and/or transfer the share(s) or the beneficial interest therein (or where there are more shares than one, those not placed) to any person at any price being not less than the price stated in the Transfer Notice provided that:
- (a) if the Transfer Notice shall state that the Transferor is not willing to transfer part only of the shares comprised in the Transfer Notice he shall be entitled under this paragraph to transfer all but not part of such shares; and
- (b) the Directors may require to be satisfied in such manner as they may reasonably think fit that such shares are being transferred in pursuance of a bona fide sale or transfer for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the Transferee and the Directors, if not so satisfied, may refuse to register or approve the transfer.

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(9) A person (other than any person specified in paragraph (1) of this sub-clause (A)) entitled to a share in consequence of the death or bankruptcy of a Member shall within three months from the date of death or adjudication (as the case may be) give a Transfer Notice in respect of all the shares then registered in the name of the deceased or bankrupt Member and the proviso to Regulation 32 of Table A shall not apply to the Company PROVIDED THAT the Directors may at any time by notice in writing waive the requirement for a Transfer Notice to be given under this sub-clause (9) in respect of all or any of the shares of such deceased or bankrupt Member and once given such notice shall be irrevocable.

(10) In any case where, pursuant to this Article, a Transfer Notice shall be required to be given in respect of any share(s) and such Transfer Notice is not duly given or not so given within the requisite period, such Transfer Notice shall, be deemed to have been given at the expiration of the said period and the provisions of these presents shall take effect accordingly.

(C) For the purposes of this Article

(1) The expression "transfer" shall include the renunciation of any allotment of shares or of any rights to subscribe for or receive an allotment of shares; and

(2) The expression "member of the family of a Member" shall mean the husband, wife, widow, widower, parent, child and any lineal descendant of a Member and any child or lineal descendant of his or her father or mother and any person who is or has been married to any such child or lineal descendant as aforesaid.

GENERAL MEETINGS

9. Regulation 50 of Table A shall be amended by deleting therefrom the words "the Regulations of the Company" and by substituting therefor the words "Regulation 134 of these Regulations" and in addition, the Directors shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company.

10. Regulation 54 of Table A shall be read and construed as if there were added at the end thereof the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

11. At any General Meeting of the Company, a poll may be demanded by one or more Members present in person or by proxy and having the right to vote at the Meeting and sub-clauses (b) (c) and (d) of Regulation 58 of Table A shall be modified accordingly.

12. The words "or not carried by a particular majority" shall be inserted after the words "or lost" in Regulation 59 of Table A.

13. Subject to the provisions of the Companies Act 1981, a Resolution in writing signed by all the Members (or their respective attorneys duly authorised in writing) for the time being entitled to receive notice of and to attend and vote at General Meetings of the Company (or being Corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such Resolution in writing may consist of one or more documents in like form each signed by one or more such members or their duly authorised attorneys or representatives as aforesaid.

APPOINTMENT AND REMOVAL OF DIRECTORS

14. (A) The first Directors of the Company shall be the persons named as such in the Statement delivered to the Registrar of Companies pursuant to Section 21 of the Companies Act 1976.

(B) Unless and until otherwise determined by Ordinary Resolution of the Company, there shall be no maximum number of Directors and the minimum number of Directors shall be two.

15. (A) Any person may be appointed or elected as a Director whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of 70 years or any other age. Accordingly, Section 185 of the Companies Act 1948 shall not apply to the Company and the words and figures "or 185" in sub-clause (a) of Regulation 88 of Table A shall be deleted.

(B) Regulation 88 of Table A shall be amended by deleting the whole of sub-clause (d) thereof and by substituting therefor the following:-

"(d) becomes incapable by reason of mental disorder, illness or injury of managing or administering his affairs".

16. The Directors shall have power at any time and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting of the Company and shall then be eligible for re-election.

17. (A) In addition and without prejudice to the provisions of Section 184 of the Companies Act 1948 and Regulation 96 of Table A, the Company may, by Extraordinary Resolution remove any Director before the expiration of his period of office and may, if thought fit, by Ordinary Resolution appoint another person in his stead. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

(B) Regulation 97 of Table A shall be amended by deleting therefrom the second sentence thereof.

13. The Directors shall have power from time to time to appoint one or more persons approved for that purpose by a majority of themselves to act as "Executive Directors" for such period and upon such terms as they think fit and the following provisions will apply to any persons appointed an "Executive Director".

- (1) An "Executive Director" shall not be deemed to be a Director for any purpose whatsoever neither shall an "Executive Director" be deemed to be a member of the Board of Directors nor any committee thereof and shall not be entitled to attend any Board Meeting except at the invitation of the Board of Directors as a whole. If such an invitation is made the "Executive Director" will not be entitled to vote upon any matter whatever it may be.
- (2) The Directors may entrust to and confer upon an "Executive Director" appointed pursuant to this Article such power upon such terms conditions restrictions and provisos as they consider fit and such powers may be granted collaterally with their own powers and they may from time to time revoke withdraw or vary all or any of such powers.
- (3) The remuneration of an "Executive Director" shall be determined by majority of the Directors as they consider fit from time to time subject to any contract of employment that he may already have with the Company and may be by way of fixed salary or commission on dividend profits or turnover of the Company or any other Company in which the Company is interested or by participation in any such profits or by any or all of these modes or any other means devised by the majority of the Directors.
- (4) An "Executive Director" may be dismissed or removed from his office at any time on a decision by a majority of the Directors at a Board Meeting and notice of such a meeting need not be given to any "Executive Director".

BORROWING POWERS

19. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and, subject to Section 14 of the Companies Act 1980, to issue debentures, debenture stock or other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND PROCEEDINGS OF DIRECTORS

20. Regulation 73 of Table A shall be amended by inserting the words "in General Meeting" after the words "unless the Company".

21. A Director may vote in respect of any contract or arrangement in which he is interested or upon any matter arising therefrom and shall be counted in the quorum

present at any Meeting at which any such contract or arrangement is proposed or considered and if he shall so vote, his vote shall be counted. Regulation 84 of Table A shall be modified accordingly.

22. The Directors shall not be required to sign their name in any book which may be kept for the purpose of recording attendance at Meetings and Regulation 86 of Table A shall be modified accordingly.

23. The Directors may exercise all the powers of the Company conferred by the Memorandum to pay and/or provide pensions, annuities, gratuities, superannuation and other allowances, benefits, advantages, facilities and services both for persons who are or have been Directors of, or who are or have been employed by the Company and their dependants and relatives and the Directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers and Regulation 87 of Table A shall not apply to the Company.

24. For the purposes of Regulation 106 of Table A, a resolution in writing of the Directors may consist of one or more documents in like form each signed by one or more of such Directors and the said Regulation 106 shall be read and construed accordingly and shall also apply to any Resolution of a committee of Directors.

ALTERNATE DIRECTORS

25. (A) Each Director shall have the power (1) at any time to appoint as an alternate Director, either another Director or any other person approved for that purpose by a Resolution of the Directors and (2) at any time, to terminate such appointment.

(B) The appointment of an alternate Director shall automatically terminate on the happening of any event which, if he were a Director, would cause him to vacate the office of Director or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same Meeting.

(C) Every appointment, removal or resignation of an alternate Director, shall be in writing signed by the appointor or (as the case may be) by the alternate Director and shall take effect (subject to any approval required under sub-clause (A) of this Article) upon receipt of such written appointment, removal or resignation at the Registered Office of the Company.

(D) An alternate Director shall, (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all Meetings of the Directors or of any committee of the Directors of which his appointor is a member, and to attend and, in place of his appointor, vote as a Director and be counted for the purposes of a quorum at any such Meeting at which his appointor is not personally present and generally, in the absence of his appointor, to perform and exercise all the functions, powers and duties as a Director of his appointor and to receive notice of all General Meetings. An

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alternate Director shall during his appointment, be an officer of the Company and shall not be deemed to be an agent of his appointor.

- (E) An alternate Director shall be repaid by the Company such expenses as might properly be repaid to him if he had been a Director but, he shall not (unless the Directors otherwise resolve) in respect of his office of alternate Director be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- (F) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at Meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director.

SECRETARY

26. The first Secretary of the Company shall be the person named as such in the Statement delivered to the Registrar of Companies pursuant to Section 21 of the Companies Act 1976.

WINDING UP

27. In Regulation 135 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how such division," and the word "members" shall be substituted for the word "contributories".

INDEMNITY

28. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948 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 205 of the Companies Act 1948.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

David Edwin Pettingale

DAVID EDWIN PETTINGALE
Bank House
8 Cherry Street
Birmingham
B2 5JY

Solicitor's Articled Clerk

Ingrid Ruth Everson

INGRID RUTH EVERSON
Bank House
8 Cherry Street
Birmingham
B2 5JY

Solicitor's Articled Clerk

Dated this

5th

day of

April

1982.

Witness to the above Signatures:-

R Haywood

RICHARD HAYWOOD
Bank House
8 Cherry Street
Birmingham
B2 5JY

Solicitor

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

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

B12

Please do not
write in this
binding margin

Company number

1029964/5

Name of Company

B.I.E. HOLDINGS

Limited*

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

*delete if
inappropriate

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

Salwarpe Road, Droitwich, Worcestershire, WR9 9BH

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

Messrs. Wragge & Co. of Bank House, 8 Cherry Street,
Birmingham B2 5JY

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

1

Presenter's
reference (if any):

6013/158/DEP

For official use

General section

Post room

to be the first director or directors of the company are as follows:

Name (note 2)	GORDON FRANK JONES	Business occupation	COMPANY DIRECTOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	APRIL COTTAGE, CHADDESLEY CORBETT, WORCESTERSHIRE	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
British Industrial Engineering Co. (Staffs) Limited			
Pipe Supports Limited			
CONBRANK Comet Pty Limited			
I hereby consent to act as director of the company named on page 1			
Signature <i>Gordon Jones</i>		Date 5th April 1982	

Name (note 2)	FREDA MARGARET JONES	Business occupation	COMPANY SECRETARY
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	APRIL COTTAGE, CHADDESLEY CORBETT, WORCESTERSHIRE	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
British Industrial Engineering Co. (Staffs) Limited			
Pipe Supports Limited			
I hereby consent to act as director AND SECRETARY of the company named on page 1			
Signature <i>Freda Jones</i>		Date 5th April 1982	

Name (note 2)	RICHARD GORDON JONES	Business occupation	COMPANY DIRECTOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	CHURCH VIEW COTTAGE, BELBROUGHTON, WORCESTERSHIRE	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
British Industrial Engineering Co. (Staffs) Limited			
Pipe Supports Limited			
British Industrial Exhibitions Limited			
Conbrako Comet Pty Limited			
I hereby consent to act as director of the company named on page 1			
Signature <i>Richard Jones</i>		Date 18/03/82	



Important
particulars
given are
referred to
tion 21 (2) (b)
Companies
1976 and
in 200(3) of
Companies Act
Please read
notes on page 4
e completing
part of the form

to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7) <u>FREDA MARGARET JONES</u>	
Former name(s) (note 3)	
Address (notes 4 & 7) <u>APRIL COTTAGE, CHADDESLEY CORBETT,</u>	
<u>WORCESTERSHIRE</u>	
I hereby consent to act as secretary of the company named on page 1 (- see page 2)	
Signature	Date

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

required by
ion 21 (3) of
Companies
1976

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

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opriate

Signature *[Signature]* [Subscriber] [Agent]† Date 5th April 1982

Signature *Ingvald Evensen* [Subscriber] [Agent]† Date 5th April 1982

THE COMPANIES ACTS 1948 TO 1976

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

Continuation sheet No. 1
to Form No. 1

Company number

1629964

Name of Company

B.I.E. HOLDINGS

Limited*

Particulars of other directors (continued)

Name (note 2) WILLIAM ALBERT JOHN LANGDON

Business occupation

COMPANY DIRECTOR

Nationality

BRITISH

Date of birth (where applicable)
(note 6)

Former name(s) (note 3)

Address (note 4) "CINVA", HAMPSTALL LANE,

ASTLEY BURE, STOURPORT ON SEVERN,

WORCESTERSHIRE

I hereby consent to act as director of the company named on page 1

Signature

Date 5th April 1982

Particulars of other directorships

British Industrial Engineering Co. (Staffs) Limited
Pipe Supports Limited

continued overleaf

COMPANY NUMBER :-1629964

NOTICE OF MISSING PAGE

COMPANY NAME:- B.I.E. HOLDINGS LIMITED
PAGE MISSING:-I have been made aware that THE CERTIFICATE OF
INCORPORATION, IS missing Companies House regrets that the
pages listed above, which form part of this company's record are
no longer available for public inspection.

The absence has been noted but steps taken to replace the page
have unfortunately proved unsuccessful.

Companies House would like to apologise for any inconvenience
this may cause.

Please do not submit a complaint form in respect of this
notice.

SIGNED:

CHRIS PATTEN
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