

THE COMPANIES ACTS 1948 TO 1981

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

41a

Please do not write in this binding margin

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

For official use

Company number

--	--	--

1827185

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

\*Insert full name of Company

Name of Company

G. K. ELECTRICAL Limited

I, MAVIS JUNE LATTER  
of 47 BRUNSWICK PLACE  
LONDON  
N1 6EE

do solemnly and sincerely declare that I am a person named as Secretary of the Company in the statement delivered under section 21 of the Companies Act 1976.

of G. K. ELECTRICAL Limited

and that all the requirements of the Companies Acts 1948 to 1981 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 Declarations Act 1835

Declared at FLAT. 1, CHATSWORTH HOUSE  
65 LONDON ROAD  
TWICKENHAM, MIDDLESEX

Signature of Declarant

the 13th day of June  
One thousand nine hundred and Eighty-Four

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

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

For official use  
New companies section

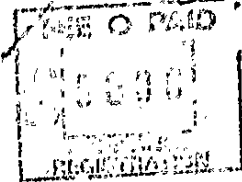
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THE COMPANIES ACTS 1948 to 1981

JUN 2 1984



1827185/3

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

G. K. ELECTRICAL LIMITED

1. The name of the Company is G. K. ELECTRICAL 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 all or any of the businesses of electrical engineers and contractors, manufacturers, designers, fitters, installers, maintainers, repairers, importers, exporters and distributors of, agents for, and dealers in electrical goods, equipment, devices, appliances, accessories and supplies of every description, cable jointers, heating, lighting, radio, television, telephone, mechanical and general engineers, inventors, constructors, installers and maintainers of systems for heating and lighting and the supply of power, telecommunication, radio, sound recording, television and telephone reception and transmission, government surplus contractors and dealers, manufacturers, fitters, maintainers, repairers and merchants of, agents for, and dealers in household and domestic appliances, equipment, utensils, furniture, fittings, hardware and ironmongery of all kinds, general builders and contractors, property repairers and developers, builders' merchants, plant hire specialists, painters and decorators, carpenters, glaziers, shop and office fitters, estate agents, hire purchase financiers and agents, mortgage and insurance brokers, fuel merchants, haulage and transport contractors, commission and general agents, factors, brokers and warehousemen; and to manufacture, buy, sell, maintain, repair and deal in vehicles, plant, machinery, tools, articles and things of all kinds capable of being used for the purpose of the above-mentioned businesses or any of them, or likely to be required by customers of, or persons having dealings with the Company.

039



TEL. 01 253 0000

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(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions 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 experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the

whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

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

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(v) To procure the Company to be registered or recognised in any part of the world.

(w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or

otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(x) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

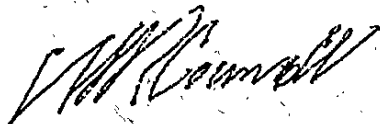
The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the Members is limited.

5. The share capital of the Company is divided  
into 100 — shares of £1 — £100 — each.

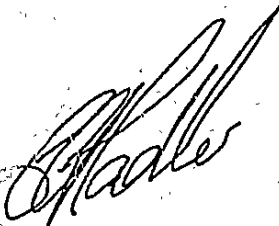
WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of shares taken by each Subscriber
--	---



Michael Richard Counsell,  
15, Pembroke Road,  
Bristol. BS99 7DX  
Commercial Manager.

- One



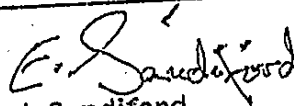
Christopher Charles Hadler,  
15, Pembroke Road  
Bristol. BS99 7DX  
Commercial Manager.

- One

Dated

13/6/84

Witness to the above Signatures:-



Errol Sandiford,  
15, Pembroke Road  
Bristol. BS99 7DX  
Clerk.

1827185/4

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

G. K. ELECTRICAL 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 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue 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, those shares so 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 like terms 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 (subject to paragraph (d) below) 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 therefor than the terms on which they were offered to the Members.



(c) In accordance with Section 17(9) of the Companies Act 1980 Sub-sections (1), (6) and (7) of the said Section 17 shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 14 of the Companies Act, 1980, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 14) be renewed, revoked or varied by Ordinary Resolution.

#### SHARES

3. The lien conferred by Clause 11 in Table A shall attach also to fully paid-up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 11 in Table A shall be modified accordingly.

4. The power of the Directors to make calls conferred by Clause 15 in Table A shall be modified by deleting from such Clause the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call".

5. The liability of any Member in default in respect of a call shall be increased by the addition at the end of Clause 33 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### GENERAL MEETINGS AND RESOLUTIONS

6. Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of the Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.

7. Clause 54 in Table A shall be read and construed as if 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" were added at the end.

8. A resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (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 two or more documents in like form each signed by one or more of such members.

Clause 73A in Table A shall not apply to the Company.

#### APPOINTMENT OF DIRECTORS

9. (a) Clause 75 in Table A shall not apply to the Company.

(b) The number of the Directors may be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally and Clause 99 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and accordingly

(i) Clauses 89, 90, 91, 92 and 94 in Table A shall not apply to the Company; and

(ii) Clause 95 in Table A shall be ended at the words "shall then be eligible for re-election" and the succeeding words shall not apply to the Company; and

(iii) Clause 97 in Table A shall be ended at the words "additional director" and the succeeding sentence shall not apply to the Company.

#### BORROWING POWERS

10. (a) 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 subject (in the case of any security convertible into shares) to Section 14 of the Companies Act 1980 to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

(b) Accordingly, Clause 79 in Table A shall not apply to the Company.

#### ALTERNATE DIRECTORS

11. (a) Each Director shall have the power 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, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such

written appointment or removal at the registered office of the Company.

(b) An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.

(c) An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director 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 functions, rights, powers and duties as a Director of his appointor and to receive notice of and to attend all General Meetings.

(d) The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office 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.

(e) 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, but he shall count as only one for the purpose of determining whether a quorum is present.

#### POWERS OF DIRECTORS

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

13. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Accordingly, Clause 87 in Table A shall not apply to the Company.

14. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meetings; and Clause 86 in Table A shall be modified accordingly.

15. Clause 88 in Table A shall be read and construed as if the words "becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs" were substituted for the words "becomes of unsound mind".

16. A resolution in writing pursuant to Clause 106 in Table A may be signed by an alternate Director in place of his appointor and may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to, or his or their alternates and the said Clause 106 shall be modified accordingly. The said Clause 106, modified as aforesaid, shall also apply to any resolution of a committee of Directors.

#### INDEMNITY

17. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948 or Section 36 of the Companies Act 1980, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.

(b) Accordingly, Clause 136 in Table A shall not apply to the Company.

#### ADDITIONAL POWERS

18. Subject to the provisions of Part III of the Companies Act 1981 the Company may:-

(a) pursuant to Section 45 of that Act issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as shall be provided by the Articles of the Company;

(b) pursuant to Section 46 of that Act purchase its own shares (including any redeemable shares);

(c) pursuant to Section 54 of that Act make a payment out of capital in respect of the redemption or purchase.

Clause 3 in Table A shall not apply to the Company.

#### TRANSFER OF SHARES

19. A transfer of a fully paid share need not be executed by or on behalf of the transferee; and Clause 22 in Table A shall be modified accordingly.

20. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share and Clause 24 in Table A shall not apply to the Company.

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Names, addresses and descriptions of Subscribers

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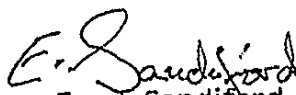
Michael Richard Counsell,  
15, Pembroke Road,  
Bristol. BS99 7DX.  
Commercial Manager.



Christopher Charles Hadler,  
15, Pembroke Road,  
Bristol. BS99 7DX.  
Commercial Manager.

Dated

13/6/84



Witness to the above Signatures:-

Errol Sandiford,  
15, Pembroke Road,  
Bristol. BS99 7DX.  
Clerk.

1

## THE COMPANIES ACTS 1948 TO 1981

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

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

Please do not  
write in this  
binding marginPlease complete  
legibly, preferably  
in black type,  
bold block lettering\* delete if  
inappropriate

To the Registrar of Companies

For official use

1827185

Limited\*

Name of Company

G. K. ELECTRICAL

The intended situation of the registered office of the company  
on incorporation is as stated belowStretton Estate,  
Barley Castle Lane,  
Appleton,  
Warrington, Cheshire.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

JORDAN &amp; SONS LTD

JORDAN HOUSE

47 BRUNSWICK PLACE, LONDON, N1 6EE

TEL 01 253 3030

TELEX 261010

Number of continuation sheets attached (see note 1)

Presentor's name, address and  
reference (if any):For official use  
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Jordan & Sons Limited Company Formation and Information Services, Stationers and Publishers  
Jordan House, 47 Brunswick Place, London N1 6EE. Telephone: 01-253 3030 Telex: 261010

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 (note 2) are as follows:

Name (note 3)	GORDON KELLY	Business occupation	ELECTRICIAN
Previous name(s) (note 3)		Nationality	BRITISH
Address (note 4)	The Garden House Appleton Hall Gardens, Appleton, Warrington.	Date of birth (where applicable) (note 6)	
Other directorships †	N O N E		
I hereby consent to act as director of the company named on page 1			
Signature	<i>G. Kelly</i>	Date	11.6.84

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 as amended by section 95 of the Companies Act 1981. Please read the notes on page 4 before completing this part of the form.

Enter particulars of other directorships held or previously held (see note 5). If this space is insufficient use a continuation sheet.

Name (note 3)	JOSEPH GERRARD FARRELL	Business occupation	Electrician
Previous name(s) (note 3)		Nationality	British
Address (note 4)	Red Gates, Sandy Lane, Great Boughton, Chester.	Date of birth (where applicable) (note 6)	
Other directorships †	N O N E		
I hereby consent to act as director of the company named on page 1			
Signature	<i>John Farrell</i>	Date	11.6.84

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Other directorships †			
I hereby consent to act as director of the company named on page 1			
Signature		Date	



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.

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 3 & 7)	ALAN JOHN ELLIOTT
Previous name(s) (note 3)	
Address (notes 4 & 7)	9, Palmyra Square, Warrington, Cheshire.
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>A J Elliott</i> Date 11.6.84

Name (notes 3 & 7)	MAVIS JUNE LATTER
Previous name(s) (note 3)	
Address (notes 4 & 7)	47 BRUNSWICK PLACE LONDON N1 6EE
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>M J Latter</i> Date 13/6/84

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

† delete as  
appropriate

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

Signature *G. Kelly* [Subscriber] [Agent]† Date 11.6.84

Signature *J. H. Sarnes* [Subscriber] [Agent]† Date 11.6.84

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1827185

I hereby certify that

G. K. ELECTRICAL LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the

22ND JUNE 1984

*M. Saunders*  
M. SAUNDERS (MRS)

an authorised officer

### Notice of accounting reference date

Pursuant to section 2(1) of the Companies Act 1976

**To the Registrar of Companies**

For official use

Company number

118

1827185

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

Name of company

**G. K. ELECTRICAL**

Limited\*

\*delete if inappropriate

hereby gives you notice in accordance with subsection (1) of section 2 of the Companies Act 1976 that the accounting reference date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

**Important**  
The accounting reference date to be entered alongside should be completed as in the following examples:

Please mark X in the box below if a public company

Day Month

3	1	0	2
---	---	---	---

**31 March**

Day Month

3 1 0 3

**5 April**

Day      Month

0	5	0	4
---	---	---	---

**31 December**

Day      Month

3	1	1	2
---	---	---	---

**Signed**

[Director][Secretary]

Date 30.10.24

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

Forshaw Richmond & Co.,  
14 Walton Road,  
Stockton Heath,  
Warrington. WA4 6NL.

REF: AJE.

For official use  
General section

Post room



# 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

--	--	--	--

1827185

Name of company

G.K. ELECTRICAL LIMITED

\* insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 3RD JUNE 1987 the nominal capital of the company has been  
increased by £249,900 beyond the registered capital of £ 100.

A copy of the resolution authorising the increase is attached.<sup>5</sup>

<sup>5</sup> the copy must be  
printed or in some  
other form approved  
by the registrar

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 RANK PARI PASSU WITH THE EXISTING ONE HUNDRED  
SHARES

Please tick here if  
continued overleaf

☐

† delete as  
appropriate

Signed

*G. K. Ham*

(Director) (Secretary)† Date 3rd June 1987

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

RL/GK ELECTRICAL

WILLIAMS & CO.  
CHARTERED ACCOUNTANTS  
BOULEVARD HOUSE  
10 BURY STREET  
WARRINGTON  
WA1 1DY

For official Use  
General Section

Post room

G. K. ELECTRICAL LIMITED

COMPANY NUMBER: 1827185

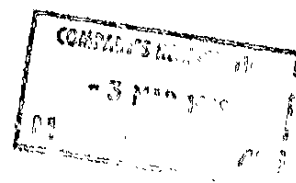
COMPANIES ACT 1985

Resolution passed the - 3rd June 1987

At an Extraordinary General Meeting of the Members of  
the above-named Company, duly convened and held on the  
3rd day of June 1987, the following ORDINARY  
RESOLUTION was passed:-

"That the Share Capital of the Company be increased  
from £100 to £250,000 by the creation of 249,900  
additional Shares of £1.00 each ranking in all respects  
pari passu with the 100 existing Shares of £1.00 each  
in the capital of the company".

*G. Kelly*  
.....  
CHAIRMAN



Certified to be a true copy of original  
21st July 1992

*Vershow Spittle*

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

OF

G.K. ELECTRICAL LIMITED

Co No 1827/85

(PASSED THE

19

DAY OF

June

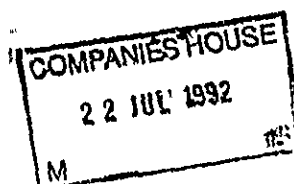
1992)

At an Extraordinary General Meeting of the above-named Company duly convened and held on the above date the following RESOLUTIONS were duly passed as SPECIAL RESOLUTIONS:-

SPECIAL RESOLUTIONS

1. THAT the 100,000 issued Ordinary Shares of £1. each in the Capital of the Company be converted into and redesignated as 75,000 'A' Ordinary Shares of £1. each and 25,000 'B' Ordinary Shares of £1. each and that the 'A' Ordinary and 'B' Ordinary Shares shall rank in all respects pari passu as provided in the Articles of Association to be adopted pursuant to Resolution 2 hereof.
2. THAT the Regulations contained in the document produced to the Meeting and signed by the Chairman for the purpose of identification thereof be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the Regulations contained or incorporated in the existing Articles of Association of the Company.

..... *Gordon Kelly* .....  
CHAIRMAN



1827185

**GK ELECTRICAL LIMITED**



NOTICE OF EXTRAORDINARY GENERAL MEETING

G.K.ELECTRICAL LIMITED

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at The Company's Head Office, Thelwall New Road, on the 22nd day of December 1993 at 11.00a.m. for the purpose of considering and, if thought fit, passing the following Resolutions which will be proposed as Special Resolutions.

SPECIAL RESOLUTIONS

That with effect from the passing of this Resolution the Articles of Association of the Company be amended in the manner appearing from the draft now produced approved and initialled for the purpose of identification by the Chairman of the Company.

DATED this *7th* day of *December* 1993

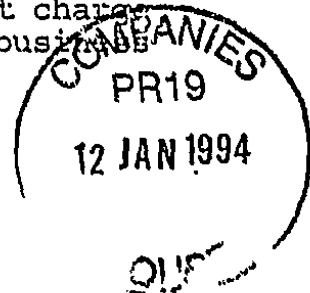
BY ORDER OF THE BOARD

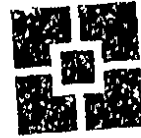
Secretary

Registered Office: Redgates  
Sandy Lane,  
Great Boughton,  
Chester.

Note:

1. A Member entitled to attend and vote at the above Meeting is entitled to appoint a Proxy to attend and vote on his behalf. A proxy need not be a member of the Company.
2. A print of the present Articles may be inspected without charge at the Registered Office of the Company during normal business hours and will be available at the Meeting.





3. We, being a majority in number of the Members of the above named Company having the right to attend and vote at the Extraordinary General Meeting, Notice whereof is set out above, being a majority together holding not less than 95% in nominal value of the Shares giving a right to attend and vote at the Meeting HEREBY CONSENT to the convening of the said Meeting notwithstanding that less notice than that specified in Section 369 of the Companies Act 1985 or in the Company's Articles of Association has been given in respect thereof

Dated this 22 day of Dec 1993

SIGNED

SIGNED

SIGNED

SIGNED

SIGNED

SIGNED

SIGNED

SIGNED

SIGNED



1827185.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

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NEW  
ARTICLES OF ASSOCIATION  
OF  
G.K. ELECTRICAL LIMITED

[Adopted by Special Resolution  
passed on 7th December 1993]

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Incorporated 22nd June 1984

Company Number: 1827185



# **THE COMPANIES ACT 1985**

## **COMPANY LIMITED BY SHARES**

NEW  
ARTICLES OF ASSOCIATION

OF

G.K. ELECTRICAL LIMITED

(Adopted by Special Resolution  
passed on 7th December 1993)

Company Number: 1827185

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### **1. PRELIMINARY**

- 1.1 The Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (which Table is hereinafter referred to as "Table A") shall except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles apply to the Company and shall together with these Articles constitute the Regulations of the Company
- 1.2 Regulations 3, 40, 41, 46, 50, 53, 64 to 69, 73 to 81, 87 to 91, 93 to 98, 112 and 115 of Table A shall not apply to the Company
- 1.3 In these Articles "the Act" means the Companies Act 1985 or any statutory re-enactment or modification thereof for the time being in force

### **2. SHARE CAPITAL**

- 2.1 The Share capital of the Company as at the date of the adoption of these Articles is £100,000. divided into 75,000 "A" Ordinary Shares of £1. each and 25,000 "B" Ordinary Shares of £1. each.

Except as expressly mentioned in these Articles the "A" Shares and the "B" Shares shall rank *pari passu* in all respects

2.2 The Share Capital of the Company shall not be increased except with the sanction of a resolution in writing of members of the Company holding not less than 50% of the issued Share Capital of the Company

2.3 Subject to the provisions of the Act the Company may:-

2.3.1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the directors may at the time of issue determine;

2.3.2 purchase its own shares (including any redeemable shares);

2.3.3 to the extent permitted by section 171 of the Act, make a payment in respect of the redemption of purchase of any of its own shares (including any redeemable shares) otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

2.4 Subject as otherwise provided in these Articles and to any direction or authority contained in

the resolution of the Company creating or authorising the same the directors are generally and unconditionally authorised for the purposes of section 80 of the Act to allot, to grant options, rights of subscription or conversion over or otherwise to dispose of unissued shares to such persons (whether existing shareholders or not), at such times and on such terms and conditions as they think proper.

2.5 The authority granted to the directors under article 2.4:-

2.5.1 shall not permit the directors to allot, to grant options, rights of subscription or conversion over or otherwise to dispose of shares to an aggregate amount of more than the unissued share capital at the date of adoption of these Articles or (if such authority is renewed or varied by the Company in general meeting) the amount specified in the resolution for such renewal or variation.

2.5.2 shall expire not more than five years from the date of the adoption of these Articles or (if such authority is renewed or varied by the Company in general meeting) on the date specified in the resolution on which the renewed or varied authority shall expire;

2.5.3 may be renewed, revoked or varied at any time by the Company in general meeting;

2.5.4 shall permit the directors after the expiry of the period of the said authority to allot any

shares or grant any such rights in pursuance of an offer or agreement so to do made by the Company within that period

2.6 Section 89(1) of the Act shall not apply to the allotment of equity securities in the Company

2.7 Whenever the capital of the Company is divided into different classes of share:-

2.7.1 to every such separate meeting all provisions applicable to general meetings of the Company or the proceedings thereat shall mutatis mutandis apply except that:-

2.7.1.1 the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present the member or members present in person or by proxy shall be a quorum; and

2.7.1.2 any holder of shares of the class present in person or by proxy may demand a poll and each holder shall, on a poll, have one vote in respect of every share of the class held by him.

2.8 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

### 3. ISSUE OF SHARES

3.1 For the purposes of this Article where any person is unconditionally entitled to be registered as the holder of the shares he and not the person actually registered as the holder thereof shall be deemed to be a member of the Company in relation to that share and the holder thereof and the word "member" in this Article shall be construed accordingly.

3.2 No unissued share may be issued without the consent in writing of all the members of the Company.

3.3 Subject to Article 3.2 all unissued shares (whether in the original or any increased share capital) shall, before allotment or issue to any person on any terms, be offered on no less favourable terms first to the holders of the "A" and "B" shares respectively in proportion (as

nearly as practicable) to the nominal value of the existing "A" and "B" shares respectively then in issue (and as between the holders of shares of each such class in proportion (as nearly as practicable) to the nominal value of the existing shares held by each of them respectively) in the following manner:-

- 3.3.1 The offer (which shall not be withdrawn whilst it is open for acceptance) shall be in writing and shall give details of the shares which the Company desires to issue, the proposed terms of the issue thereof and the number of shares to which each member is entitled and shall invite each member to apply in writing within such period ("the Initial Period") as shall be specified (being a period expiring not less than twenty one days from the date of despatch of the offer) for such number of the shares to which he is entitled as he wishes to take.
- 3.3.2 The shares so offered (or so many of them as the members shall have applied for) shall be allotted on the same terms to and amongst the members who shall have applied for them on the earlier of:-
  - 3.3.2.1 the date of expiration of the Initial Period; or
  - 3.3.2.2 the date the Company receives notice of the acceptance or refusal of every offer so made.
- 3.3.3 Any shares not applied for in accordance with the foregoing provisions shall then be offered to those members who shall have applied for their

full entitlement of shares and such additional offer shall invite each such member to apply in writing within such further period ("the Further Period") as shall be specified (being a period expiring not less than seven days from the date of despatch of the additional offer) for such maximum number of the shares remaining to be issued as he wishes to take

3.3.4 The shares so offered (or so many of them as shall have been applied for) shall be allotted on the same terms to and amongst the members who have applied for them on the earlier of:-

3.3.4.1 the date of expiration of the Further Period; or

3.3.4.2 the date the Company receives notice of the acceptance or refusal of every further offer so made

3.3.5 If more than one member shall have so applied the shares shall be divided between them in proportion (so far as possible) to the nominal value of the existing shares held by each of them respectively but no member shall be obliged to take more than the maximum number of shares applied for by him

3.3.6 Any "A" share shall before issue to a person who is already a holder of a "B" share be redesignated as a "B" Share as applicable and shall accordingly be subject to such of the provisions of these Articles as are applicable to "A" or "B" shares;



any "B" share shall before issue to a person who is already a holder of "A" share be redesignated as "A" shares as applicable and shall accordingly be subject to such of the provisions as are applicable to the "A" shares

- 3.4 The directors may dispose of any unissued shares not applied for by the members or which by reason of other difficulty in apportioning the same cannot in the opinion of the directors be conveniently offered under this Article at a price and on terms no more favourable than those at which the shares were initially offered to the members

#### 4. LIEN

The lien conferred by Regulation 8 of Table "A" shall also attach to fully paid up shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders

#### 5. SHARE RIGHTS

The "A" Shares and the "B" Shares shall have the following rights but subject to the following restrictions:-

- 5.1 Clauses 8, 9 and 10 of a Shareholders Agreement dated the 19th June 1992 and made between Gordon Kelly and Joseph Farrell [1] Anthony E Lee, Jeffrey Thomas Isaac, Edward Brian Carty, Alan Thomas Boardman, Michael Ginty, Robert Houghton and

David Neil Delaney (2) ("the Shareholders Agreement") shall be deemed to be incorporated into these Articles of Association and any action proposed to be undertaken in connection with any of the matters listed therein shall not be undertaken unless in accordance with the provisions of that Agreement

5.2 Subject as provided in this paragraph and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles on a show of hands every member who (being an individual) is present in person shall have one vote and on a poll every member shall have one vote for every share of which he is the holder PROVIDED THAT:

5.2.1 the "B" shares shall not confer any right to vote upon a resolution for the removal from office of Gordon Kelly and Joseph Farrell as Directors

5.2.2 if at any meeting any holder of "A" shares is not present in person or by proxy the votes exercisable on a poll in respect of the "A" shares held by a member present in person or by proxy shall be pro tanto increased (fractions of a vote by any member being permitted) so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the "A" shares if all the holders thereof were present in person and

5.2.3 If the holders of the "A" shares or a majority of them so direct the "B" shareholders in writing to vote in favour of or against any special extraordinary resolution requiring not less than

three-quarters of the issued shares at any general meeting of the Company that each of the shareholders shall attend (either in person or by a duly appointed representative or proxy) at the meeting and any adjournment thereof and shall on a show of hands vote in favour of or against such special extraordinary resolution as so directed and on a poll cast all votes attaching to his entire holding of relevant shares in favour of or against such resolution as so directed

5.3 Any direction under sub-clause 5.2.3 shall be served not less than twenty-four hours before the time fixed by the Articles for lodging of proxies for the relevant meeting

5.4 If no direction is served by the "A" shareholders in respect of a particular resolution with the time limit mentioned above then the "B" Shareholders may vote or not vote as they wish

## **6. TRANSFER OF SHARES**

6.1 The instrument of transfer of shares shall be in the usual form prescribed from time to time or, if none is so prescribed, then in such form as the Directors may determine and shall be executed by or on behalf of the Transferor and, unless the share is fully paid, by or on behalf of the Transferee

6.2 Except as hereinafter provided no share in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted

6.3 Any Holder of either "A" shares or "B" shares who desires to sell or transfer shares (hereinafter called "the Vendor") shall give

notice in writing (hereinafter called "the Transfer Notice") to the other "A" shareholders or other "B" shareholders as appropriate of his desire specifying:-

- 6.3.1 the shares which he desires to sell or transfer;
- 6.3.2 the price at which he desires to sell or transfer the shares
- 6.4 If a member:-
  - 6.4.1 is in breach of the said Shareholders Agreement;  
or
  - 6.4.2 enters into any arrangement or composition with his creditors generally or commits any other act of bankruptcy,  
or
  - 6.4.3 in the case of a "B" shareholder leaves the employment of the Company  
he shall be deemed to have given a Transfer Notice and shall be subject to the same procedure as applies hereunder in respect of a Transfer Notice
- 6.5 A Transfer Notice shall constitute the Company the Vendor's agent for the sale of the shares specified therein (hereinafter called "the Said Shares") in one or more lots at the discretion of the Directors to the members holding shares of that class (other than the Vendor) at such price (hereinafter referred to as "the Transfer Price") as may be specified in the Transfer Notice or (if no price is specified in the Transfer Notice or such price is not agreed by the Directors within thirty days after the date of the

Transfer Notice) such price as the Company's Auditors ("the Accountants") shall certify in writing to be the prescribed price being in their opinion a fair selling value thereof as between a willing Vendor and a willing Purchaser

6.6 If the Accountants are asked to certify the Transfer Price as aforesaid the prescribed price shall be determined without taking any account of whether the said Shares comprise a majority or a minority interest in the Company and shall be such fair price as the Accountants shall in their absolute discretion think fit

6.7 If the Accountants are asked to define the Prescribed Price as aforesaid:-

6.7.1 the Company shall as soon as it receives the Accountants certificate furnish a certified copy thereof to the Vendor

6.8 Upon the Prescribed Price being agreed or determined as aforesaid:-

6.8.1 the Company shall forthwith give notice in writing to each member holding shares of that class (other than the Vendor) accompanied by a copy of the Transfer Notice informing him of the number of the Said Shares to which he is entitled (which shall be in proportion to the number of the shares of that class held by him) and the Prescribed Price of the Said Shares and shall invite him to state in writing within twenty-one days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any and if so how many of the

Said Shares to which he is entitled;

- 6.8.2 if the said member shall within the said period of twenty-one days apply for all or any of his entitlement the Company shall allocate the number applied for to him and the Company shall forthwith give notice of each such allocation (hereinafter called "an Allocation Notice") to the Vendor and each of the persons to whom such shares have been allocated and shall specify in the Allocation Notice the place and time (being not later than seven days after the date of the Allocation Notice) at which the sale of the shares shall be completed;
- 6.8.3 if any of the Said Shares shall remain after such applicants have been satisfied in full the Company shall forthwith after completion has taken place in accordance with the preceding paragraph give a further notice in writing to each of the members of the Company (other than the Vendor and those members holding shares of that class who have not applied for their full entitlement) informing them of the number of the Said Shares remaining and inviting each of them to state in writing within fourteen days from the date of the said further notice (which date shall be specified therein) whether he is willing to purchase any and if so what maximum number of the Said Shares remaining
- 6.8.4 if the said member shall within the said further period of fourteen days apply for all or any of the Said Shares remaining

the Company shall allocate such shares (or so many of them as shall be applied for as aforesaid) first to and amongst the applicants holding shares of that class (and in case of competition in proportion to the number of shares of such class held by each of them) and secondly (if any such shares shall remain after such applicants have been satisfied in full) to and amongst the remaining applicants (and in case of competition in proportion to the number of shares held by each of them) and the Company shall forthwith give notice of such further allocations (hereinafter called a Further Allocation Notice) to the Vendor and each of the persons to whom such shares have been allocated and shall specify in such Further Allocation Notice the place and time (being not later than seven days after the date of such notice) at which the sale of such shares shall be completed

6.8.5 no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid

6.9 Upon such allocations being made as aforesaid the Vendor shall be bound on payment of the Prescribed Price to transfer the Shares comprised in the Allocation Notice and (where appropriate Further Allocation Notice to the purchasing member or members named therein at the time and place therein specified

6.10 If the Vendor makes default in transferring any shares pursuant to Article 6.8 the Chairman for the time being of the Company

or failing him one of the Directors or some other person duly nominated by a resolution of the Board of Directors for that purpose shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of such Shares to the purchasing member or members and in such circumstances the Directors:-

- 6.10.1 may receive and give a good discharge for the purchase money on behalf of the Vendor;
- 6.10.2 shall (subject to the transfer being duly stamped) enter the name of the purchasing member or members in the register of members as the holder or holders by Transfer of the shares so purchased by him or them;
- 6.10.3 shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money in trust for the Vendor until he shall deliver up his certificate or certificates for the Said Shares to the Company when he shall thereupon be paid the purchase money
- 6.11 In the event of all the Said Shares not being sold under the preceding paragraphs of this article 6 the Vendor may at any time within three calendar months after the expiration of the said further period of fourteen days transfer the shares not sold to any person or persons at not less than the Prescribed Price; but:-



- 6.11.1 any sale by the Vendor must be a bona fide sale and the Directors may require to be satisfied in such manner as they may reasonably require that the shares are being sold in pursuance of a bona fide sale for the consideration stated in the Transfer without any deduction rebate or allowance whatsoever to the Purchaser and if not so satisfied may refuse to register the instrument of Transfer
- 6.12 In the event of all the Said Shares being allocated pursuant to Article 6.8.
- 6.12.1 the Vendor shall be entitled to be repaid all the indebtedness (if any) owing to him by the Company or any of its subsidiaries at that date and to be released from any guarantees given by him in respect of the indebtedness of the Company or any of its subsidiaries;
- 6.12.2 any member who shall have notified his willingness to purchase any of the Said Shares shall if required by the Vendor undertake to procure that the Company is put into funds so that such indebtedness may be repaid in full to the Vendor by the Company and that such guarantees are released;
- 6.12.3 until such indebtedness is repaid in full and such guarantees released the provisions of Articles 6.8 and 6.9 shall not apply and if such indebtedness is not repaid in full to the Vendor and such guarantees released within three months from the expiration of the said period of twenty-one days or the said further period of

fourteen days as the case may be referred to above the Vendor shall be under no obligation to sell the Said Shares to the member or members accepting the same and the provisions of Article 6.11 shall apply as if none of the Said Shares had been accepted;

6.12.4 the Vendor by notice in writing to the Company may waive the provisions of this Article 6.12 either in whole or in part

6.13 Whenever a Share of Class "A" or class "B" shall be transferred to a member who already holds shares only of the other class such first-mentioned share shall forthwith and ipso facto be converted into and redesignated as a share of such other class

6.14 With the consent in writing of all the members for the time being of the Company all or any of the provisions of this Article 6 may be waived by the Directors in whole or in part in any particular case

6.15 Save as expressly provided to the contrary the Directors shall register any transfer made pursuant to the preceding paragraphs of this Article 6 unless registration thereof would permit registration of the Transfer of shares on which the Company has a lien

6.16 Save as provided by Clause 9 of the Shareholders Agreement a Transfer of a fully paid share need not be executed by or on behalf of the Transferee and Clause 22 in Table "A" shall be modified accordingly

- 6.17 The Directors may in their absolute discretion and without assigning any reason therefor decline to register the Transfer of a share whether or not it is a fully paid share and clause 24 in Table "A" shall not apply to the Company

7 **PROCEEDINGS AT GENERAL MEETINGS**

- 7.1 No business shall be transacted at any meeting unless a quorum is present

- 7.2 A quorum shall not be less than two members and shall consist of one member being the holder of "A" shares and one member being the holder of "B" shares

- 7.3 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on a declaration of the result of the show of hands a poll is duly demanded

- 7.4 A poll may be demanded by any member having the right to vote at the meeting

- 7.5 A demand for a poll by a person as proxy for a member shall be the same as a demand by the member

- 7.6 A resolution in writing signed by all the members of the Company entitled to receive notice of and to attend and vote at a general meeting or by their duly appointed proxies or attorneys:-

- 7.6.1 shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held; and

7.6.2 any such resolution in writing may be contained in one document or in several documents in the same terms each signed by one or more of the members or their proxies or attorneys and signature in the case of a body corporate which is a member shall be sufficient if made by a director thereof or by its duly authorised representative

7.7 The words "within the United Kingdom" shall be deleted from Regulation 62(a) and Regulation 62 shall have effect accordingly

## **8. VOTES**

8.1 No resolution shall be passed to increase the authorised share capital of the Company or to alter these Articles or to vary the rights of any class of shares or to create any new class of shares except with the sanction of the holder or holders of a majority in nominal value of the "A" and "B" Shares

## **9 DIRECTORS**

9.1 The number of the directors shall be determined by the Company in general meeting but unless and until so determined there shall be no maximum number of directors and the minimum number of directors shall be three

9.2 In the event of the minimum number of directors fixed by or pursuant to these Articles being one a sole director shall have authority to exercise all the powers and discretions vested in the directors generally and Regulation 89 of Table "A" shall be modified accordingly

9.3 A director or alternate director shall not require any share qualification but any director or alternate director who is not a member of the Company shall nevertheless be entitled to receive notices of and attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company

9.4 A person may be appointed a director notwithstanding that he shall have attained the age of seventy years or any other age and no director shall be liable to vacate office by reason of his attaining that or any other age nor shall special notice be required of any resolution appointing or approving the appointment of such a director or any notice be required to state the age of the person to whom such resolution relates

## **10 APPOINTMENT AND REMOVAL OF DIRECTORS**

10.1 The registered holder or holders of the "A" shares as a class shall be entitled to appoint the Directors of the Company and to remove any such director and to make the necessary appointment to fill any vacancy arising Every such appointment or removal shall be effected by notice in writing deposited at the registered office of the Company signed by the holder or holders of the "A" shares

## **11 DISQUALIFICATION OF DIRECTORS**

The office of a director shall be vacated in any of the following events:-

- 11.1 if he resigns his office by notice in writing to the Company;
- 11.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 11.3 if he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Scotland) Act 1960 or an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver curator bonis or other person to exercise powers with respect to his property or affairs;
- 11.4 if he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
- 11.5 if he is absent from meetings of the board for six successive months without leave and his alternative director (if any) shall not during such period have attended in his stead and the directors resolve that his office be vacated
- 11.6 if he shall be removed from office under the provisions of Article 10

## 12 POWERS OF DIRECTORS

Without prejudice to the powers conferred by Regulation 70 of Table "A" the directors may establish and maintain or procure the establishment and maintenance of any pension or superannuation funds (whether contributory or otherwise) for the

benefit of and give or procure the giving of donations gratuities pensions allowances and emoluments to any persons (including directors and other officers) who are or were at any time in the employment or service of the Company or of any company which is or was a subsidiary of the Company or allied to or associated with the Company or any such subsidiary or of any of the predecessors in business of the Company or of any such other Company and the spouses widows widowers families and dependents of any such persons and make payments to for or towards the insurance of or provide benefits otherwise for any such person

**13 PROCEEDINGS OF DIRECTOR**

- 13.1 Subject to the provisions of these Articles the directors may regulate their proceedings as they think fit
- 13.2 A director may and the secretary at the request of the director shall call a meeting of the directors
- 13.3 At least 14 days notice of the proposed meeting shall be given
- 13.4 Questions arising at a meeting shall be decided by a majority of votes
- 13.5 In the case of an equality of votes the Chairman shall not have a second or casting vote
- 13.6 A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote

- 13.7 It shall be necessary to give notice of a meeting to a director who is absent from the United Kingdom
- 13.8 The quorum necessary for the transaction of the business of the directors shall be two. If within half an hour for the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the director present shall be a quorum
- 13.9 An alternate director who is not himself a director may if his appointor is not present be counted towards the quorum
- 13.10 A meeting of the directors may subject to notice thereof having been given in accordance with these Articles be for all purposes deemed to be held when a director is or directors are in communication by telephone or television with another director or directors and all of the said directors agree to treat the meeting as so held provided that the number of the said directors constitutes a quorum of the board hereunder and a resolution passed by the majority of the said directors specified in Article 14.3 shall be as valid as it would have been if passed by them at an actual meeting duly convened and held
- 13.11 A resolution signed in writing by all the directors entitled to



receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more director; but a resolution signed by an alternate director need not also be signed by his appointor and if it is signed by a director who has appointed an alternate director it need not be signed by the alternate director in that capacity

13.12 A director who is in any way either directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company:-

13.12.1 shall declare the nature of his interest at a meeting of the directors in accordance with section 317 of the Act;

13.12.2 subject to such disclosure shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present

#### **14 ALTERNATE DIRECTORS**

14.1 Any director may at any time by writing under his hand and deposited at the office or delivered at a meeting of the directors appoint any person (including another director) to be his alternate director and may in like manner at any time terminate such appointment

- 14.2 The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director
- 14.3 An alternate director shall be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (instead of his appointor) were a director
- 14.4 If an alternative director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative
- 14.5 If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability the signature of an alternate director to any resolution in writing of the directors shall be as effective as the signature of his appointor
- 14.6 To such extent as the directors may from time to time determine in relation to any committees of the directors the foregoing provisions of this Article 14 shall also apply mutatis mutandis to any meeting of such committee of which the appointor of an

alternate director is a member

14.7 An alternate director shall not (save as provided in this Article 14) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles but he shall be an officer of the Company and shall not be deemed to be the agent of the director appointing him

14.8 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct

## 15. NOTICES

15.1 A notice may be given by the Company to any member in writing either personally or by sending it by pre-paid post tele-message facsimile transmission or telex to his registered address supplied by him to the Company for the giving of notice to him but in the absence of such address the member shall not be entitled to receive from the Company notice of any meeting

15.2 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of

members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders

15.3 A properly address and pre-paid notice sent by post shall be deemed to have been given upon the day following that on which the notice is posted

15.4 A notice given by telegram or tele-message shall be deemed to have been given at the expiry of 24 hours after it is delivered by the Company to the relevant transmitting authority

15.5 A notice given by telex or facsimile transmission shall be deemed to have been given at the same time as it is transmitted by the Company

## 16 INDEMNITY

Subject to the provisions of and so far as may be permitted by the Act every director auditor secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the company against all costs charges losses expenses and liabilities incurred or sustained by him in the execution and discharge of his duties or otherwise in relation thereto Regulation 118 of Table "A" shall be extended accordingly

### NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

MICHAEL RICHARD COUNSELL  
15 Pembroke Road,  
Bristol. BS99 7DX  
Commercial Manager

ALP DP CLAUSE.6A 7/12/93

CHRISTOPHER CHARLES HADLER  
15 Pembroke Road,  
Bristol BS99 7DX  
Commercial Manager

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Dated the 13th day of June 1984

Witness to the above Signatures:- Errol Sandiford,  
15 Pembroke Road,  
Bristol BS99 7DX  
Clerk