

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

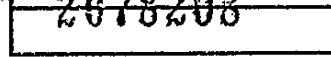
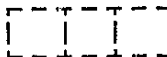
# 12

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies

For official use

For official use



Name of company

* DIPLEMA 119 LIMITED
-----------------------

I, MARTIN WEBSTER

of 1 Gresham Street, London EC2V 7BU

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†  
~~person named as director or secretary of the company in the statement delivered to the registrar~~  
~~under section 10(2)†~~ and that all the requirements of the above Act in respect of the registration of the  
 above company and of matters precedent and incidental to it 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 16 St. Marks-le-Grand  
London EC1

Declarant to sign below

the 16th day of November  
 One thousand nine hundred and eighty six  
 before me Barbara Rimmer

*Martin Webster*

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):

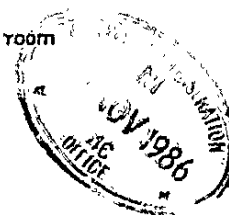
Biddle & Co  
 1 Gresham Street  
 LONDON EC2V 7BU

Ref: UV

Tel: 01-606 9301

For official Use  
 New Companies Section

Post room



2078208

The Companies Act 1985



PRIVATE COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

of

DIPLEMA 119 LIMITED

1. The Company's name is "DIPLEMA 119 LIMITED".
2. The Company's registered office is to be situated in England.
3. The Company's objects are:-
  - (A) To carry on business, and to act as merchants, bankers, traders, commission agents, carriers, or in any other capacity, in the United Kingdom or elsewhere, and to import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in goods, produce, articles and merchandise.
  - (B) To acquire and take over for any consideration the whole or any part of the undertaking, property, rights and liabilities of any person or company the acquisition of which appears capable of being advantageously or conveniently employed in connection with or by way of extension of any business of the Company or otherwise suitable for its purposes.
  - (C) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation 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 or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any stocks, shares or securities or liabilities of any person, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.
  - (D) To take or otherwise acquire and hold shares, stock, debentures, debenture stock or other securities or obligations of any other company having objects altogether or in part similar to those of this Company, or engaged or proposing to engage in any business



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or activity capable of being conducted so as directly or indirectly to benefit this Company.

- (E) To promote or concur in promoting any other company whose objects shall include the acquisition of all or any of the property, rights or liabilities of this Company, or the promotion of which may seem calculated directly or indirectly to benefit this Company, and to acquire and hold shares, stock, debentures, debenture stock or other securities or obligations of any such company.
- (F) To purchase, take on lease or in exchange, or otherwise acquire any real or personal property, patents, licences, rights or privileges which the Company may consider necessary or convenient, and to construct, maintain and alter any buildings or works and develop and turn to account and deal with the same or any other property acquired as aforesaid in such manner as may be considered expedient.
- (G) To develop, manage, improve, farm and assist in developing, managing, improving or farming any land or other property belonging to the Company, or in which the Company is interested, and for that purpose to grant and agree to grant or accept leases of every description, and to make advances, and to enter into guarantees, and generally to make such arrangements as may be considered expedient.
- (H) To borrow or raise or secure the payment of money and interest thereon in any manner and upon any terms, and for such purposes, or any other purposes, to issue debentures or debenture stock, perpetual or otherwise, and to mortgage or charge all or any of the Company's property or rights, present and future, including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other instrument.
- (I) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (J) To apply for and accept allotments of, and to buy and sell and to deal in and dispose of shares, stock, debentures, debenture stock, or other securities or obligations of any company.
- (K) To issue any shares, stock, debentures, debenture stock or other securities or obligations which the Company has power to issue, by way of security or indemnity, to any person whom the Company has agreed or is bound to indemnify, or in satisfaction of any liability.
- (L) To provide remuneration, rewards, incentives and facilities of every description for the present and former officers, executives and other employees of the Company and of any of its subsidiary and associated companies, and in particular to establish and contribute to any funds or schemes for the

provision of pensions, life and other insurance and similar benefits for, and to pay gratuities and allowances to, any of such persons and members of their families and their dependants, and to establish and finance any schemes for the time being authorised by law for the acquisition by any of such officers, executives and employees of shares or loan capital of the Company or its holding company or any interest therein.

- (M) To sponsor, subsidise or guarantee money for any charitable or benevolent purpose or for any cultural or sporting event, exhibition or performance, or for any public or useful object, either alone or in conjunction with others.
- (N) To apply for, purchase or otherwise acquire any patents, trade or service marks, names, designs, concessions, licences and the like, conferring any right to use, or any secret or other information which may seem capable of being used for any purpose of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the property, rights and information so acquired.
- (O) To lend money and grant or provide credit and financial accommodation to any person or company.
- (P) To invest any moneys of the Company not required for the purposes of its business in such investments, securities or other assets as may be thought expedient.
- (Q) To enter into any partnership or co-operate with any person or company engaged or interested or about to become engaged or interested in any activity from which this Company would or might derive any benefit, whether direct or indirect, and to amalgamate with any other company.
- (R) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares, stock, debentures, debenture stock, or other securities or obligations of any other company, whether promoted by this Company for the purpose or not.
- (S) To take all appropriate steps in Parliament or with the authorities, national, local, municipal or otherwise of any place in which the Company may have interests, and to carry on any negotiations or operations for any purpose of the Company, or for furthering the interests of its members, and to oppose any such steps taken by any other person or company which may seem calculated, directly or indirectly, to prejudice the interests of this Company or its members.
- (T) To procure the registration of the Company in or under the laws of any place outside England, and to establish local registers and business branches in any part of the world.

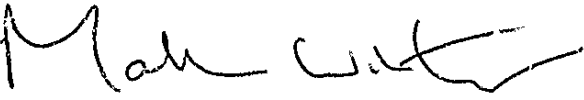
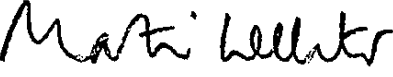
- (U) To distribute any of the Company's property among the members in specie.
- (V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (W) To do all such other things as, in the opinion of the Board of Directors of the Company, are incidental or as may be thought conducive to the attainment of the above objects or any of them.
- (X) To carry on any other business or activity which, in the opinion of the Board of Directors of the Company, is or may be capable of being conveniently carried on in connection with, or likely directly or indirectly to enhance the value of, any existing business, property or rights of the Company.

And it is hereby declared that the word "company" in this clause and in the Articles of Association for the time being of the Company, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed in such paragraphs, be in nowise limited by reference to or inference from any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The Company's share capital is £100 divided into 100 ordinary shares of £1 each.

WE, the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares opposite our respective names.

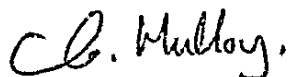
NAMES AND ADDRESSES	Number of Shares taken by each Subscriber
 MARTIN ANDREW SPENCER WINTER 1 Gresham Street London EC2V 7BU	One
 MARTIN WEBSTER 1 Gresham Street London EC2V 7BU	One

Dated 5th November

1986

Witness to the above signatures:-

Caroline Mulloy  
1 Gresham Street  
London EC2V 7BU



2078208

The Companies Act 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

DIPLEMA 119 LIMITED

#### PRELIMINARY

1. The following regulations and (subject as hereinafter provided) the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) Amendment Regulations 1985 ("Table A") constitute the Articles of Association of the Company.
2. Regulations 8, 24, 73 to 80 and 94 to 98 of Table A do not apply to the Company.

#### SHARE CAPITAL

3. The share capital of the Company is £100 divided into 100 ordinary shares of £1 each.

#### ALLOTMENT OF SHARES

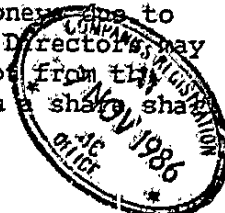
4. For the period of five years from the date of incorporation of the Company the shares specified in Article 3 for the time being unissued shall be at the disposal of the Directors who are hereby authorised to offer, allot, grant options over or otherwise dispose of them to such persons, at such times, for such consideration and upon such terms and conditions as the Directors may determine and Section 89(1) of the Companies Act 1985 shall not apply in relation to such shares.

#### TRANSFER OF SHARES

5. The Directors may, in their absolute discretion and without giving any reason, decline to register any transfer of any share.

#### LIEN

6. The Company shall have a first and paramount lien on every share, whether fully paid or not, registered in the name of any person, whether as sole or joint holder, indebted to the Company for all money due to the Company, whether in respect of that share or not. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall



extend to any amount payable in respect of it. The registration of a transfer of a share shall operate as a waiver of any lien of the Company thereon.

#### DIRECTORS

7. The Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

8. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

9. A Director who pursuant to Section 317 of the Companies Act 1985 has declared at a meeting of the Directors the nature of his interest in a contract or arrangement or proposed contract or arrangement with the Company shall be entitled to vote in respect of that contract or arrangement or proposed contract or arrangement, and if he does so his vote shall be counted, and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors at which the vote is taken.

#### RETIREMENT OF DIRECTORS

10. If the Company becomes subject to the provisions of Section 293 of the Companies Act 1985, any person may be appointed or elected a Director whatever his age, and no Director shall vacate office by reason only of his attaining or having attained the age of 70 or any other age.



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NAMES AND ADDRESSES OF SUBSCRIBERS

---

*Martin Winter*

MARTIN ANDREW SPENCER WINTER  
1 Gresham Street  
London EC2V 7BU

*Martin Webster*

MARTIN WEBSTER  
1 Gresham Street  
London EC2V 7BU

---

Dated *5th November* 19*86*

Witness to the above signatures:-

Caroline Mulloy  
1 Gresham Street  
London EC2V 7BU

*C. Mulloy,*



## COMPANIES FORM No. 10

**Statement of first directors  
and secretary and intended  
situation of registered office****10**

Please do not  
write in  
this margin

Pursuant to section 10 of the Companies Act 1985

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

To the Registrar of Companies

For official use

2078208

Name of company

\* Insert full name  
of company

\* DIPLEMA 119 LIMITED

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

1 Gresham Street	
London	
Postcode	EC2V 7BU

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

Biddle & Co	
1 Gresham Street	
London	
Postcode	EC2V 7BU

Number of continuation sheets attached (see note 1)

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

Biddle & Co  
1 Gresham Street  
LONDON EC2V 7BU

Ref: UV

Tel: 01-606 9301


For official Use  
General Section

Postroom




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:

Please do not write in this margin

Name (note 3) MARTIN ANDREW SPENCER WINTER		Business occupation Solicitor	
Previous name(s) (note 3) None		Nationality British	
Address (note 4) 1 Gresham Street		Date of birth (where applicable) (note 6)	
London			
Postcode EC2V 7BU			
Other directorships † WANDSWORTH CENTRAL PROPERTIES LIMITED (resigned 19.9.86)			
I consent to act as director of the company named on page 1			
Signature 		Date 5.11.1986	

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

Name (note 3) MARTIN WEBSTER		Business occupation Solicitor	
Previous name(s) (note 3) None		Nationality British	
Address (note 4) 1 Gresham Street		Date of birth (where applicable) (note 6)	
London			
Postcode EC2V 7BU			
Other directorships † None			
I consent to act as director of the company named on page 1			
Signature 		Date 5.11.1986	

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

Please do not write in this margin

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

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)	
MARTIN WEBSTER	
Previous name(s) (note 3)	
None	
Address (notes 4 & 7)	
1 Gresham Street	
London	
Postcode	EC2V 7BU
I consent to act as secretary of the company named on page 1	
Signature	Martin Webster
Date	5.11.1986


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

delete if the form is signed by the subscribers

Signature of agent on behalf of subscribers	Date
---	------

delete if the form is signed by an agent on behalf of the subscribers

All the subscribers must sign either personally or by a person or persons authorised to sign for them.

Signed		Date	5.11.1986
Signed	Martin Webster	Date	5.11.1986
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2078208

I hereby certify that

DIPLEMA 119 LIMITED

is this day incorporated under the Companies Act 1985 as a  
private company and that the Company is limited.

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

27TH NOVEMBER 1986

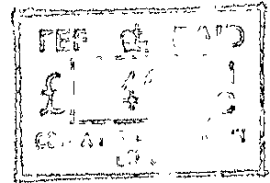
A handwritten signature in dark ink, appearing to read 'David Williams'.

DAVID WILLIAMS

an authorised officer

No.2978208  
/ 1

THE COMPANIES ACT 1985



COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

DIPLEMA 119 LIMITED

(PASSED 4th March 1987)

At an Extraordinary General Meeting of the above-named Company duly convened and held at 1, Gresham Street, London EC2V 7BU on 4th March 1987 the following resolution was duly passed as a Special Resolution:-

RESOLUTION

THAT the name of the Company be changed to "General Building Maintenance Limited".

*Matti Wilts*  
Secretary



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# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2078208

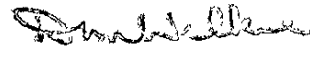
8

I hereby certify that

DIPLEMA 119 LIMITED

having by special resolution changed its name, is now  
incorporated under the name of  
GENERAL BUILDING MAINTENANCE LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 13TH MARCH 1987

  
D.M. VINE

an authorised officer

The Companies Act 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

DIPLEMA 119 LIMITED

WAW  
2078208  
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B

#### PRELIMINARY

1. The following regulations and (subject as hereinafter provided) the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) Amendment Regulations 1985 ("Table A") constitute the Articles of Association of the Company.
2. Regulations 8, 24, 64, 73 to 80, 89 and 94 to 98 of Table A do not apply to the Company.

#### SHARE CAPITAL

3. The share capital of the Company is £100 divided into 100 ordinary shares of £1 each.

#### ALLOTMENT OF SHARES

4. For the period of five years from the date of incorporation of the Company the shares specified in Article 3 for the time being unissued shall be at the disposal of the Directors who are hereby authorised to offer, allot, grant options over or otherwise dispose of them to such persons, at such times, for such consideration and upon such terms and conditions as the Directors may determine and Section 89(1) of the Companies Act 1985 shall not apply in relation to such shares.

#### TRANSFER OF SHARES

5. The Directors may, in their absolute discretion and without giving any reason, decline to register any transfer of any share.

#### LIEN

6. The Company shall have a first and paramount lien on every share, whether fully paid or not, registered in the name of any person, whether as sole or joint holder, indebted to the Company for all moneys due to the Company, whether in respect of that share or not. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall

1978



extend to any amount payable in respect of it. The registration of a transfer of a share shall operate as a waiver of any lien of the Company thereon.

#### DIRECTORS

7. The number of the Directors of the Company shall not be less than one.
8. The Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.
9. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.
10. A Director who pursuant to Section 317 of the Companies Act 1985 has declared at a meeting of the Directors the nature of his interest in a contract or arrangement or proposed contract or arrangement with the Company shall be entitled to vote in respect of that contract or arrangement or proposed contract or arrangement, and if he does so his vote shall be counted, and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors at which the vote is taken.

#### PROCEEDINGS OF DIRECTORS

11. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be one.

#### RETIREMENT OF DIRECTORS

12. If the Company becomes subject to the provisions of Section 293 of the Companies Act 1985, any person may be appointed or elected a Director whatever his age, and no Director shall vacate office by reason only of his attaining or having attained the age of 70 or any other age.

No. 2078208 / 11

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL AND ORDINARY RESOLUTIONS

- of -

DIPLEMA 119 LIMITED

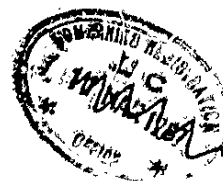
(PASSED 25th February 1987)

At an Extraordinary General Meeting of the above-named Company duly convened and held at 1 Gresham Street London EC2V 7BU on 25th February 1987 the following resolutions were duly passed in the case of resolution 1 as an Ordinary Resolution, and, in the case of resolution 2 as a Special Resolution:-

RESOLUTION

1. THAT the share capital of the Company be increased from £100 to £1000 by the creation of 900 new shares of £1 each.
2. THAT the regulations contained in the document laid before the meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company to the exclusion of and in substitution for all the existing Articles of Association.

*Malcolm*  
Director



*Mahant*

The Companies Act 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

DIPLEMA 119 LIMITED

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PRELIMINARY

1. The following regulations and (subject as hereinafter provided) the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) Amendment Regulations 1985 ("Table A") constitute the Articles of Association of the Company.

2. Regulations 8, 24, 64, 73 to 80, 89 and 94 to 98 of Table A do not apply to the Company.

SHARE CAPITAL

3. The share capital of the Company is £1000 divided into 1000 ordinary shares of £1 each.

ALLOTMENT OF SHARES

4. For the period of five years from the date of incorporation of the Company the shares specified in Article 3 for the time being unissued shall be at the disposal of the Directors who are hereby authorised to offer, allot, grant options over or otherwise dispose of them to such persons, at such times, for such consideration and upon such terms and conditions as the Directors may determine and Section 89(1) of the Companies Act 1985 shall not apply in relation to such shares.

TRANSFER OF SHARES

5. The Directors may, in their absolute discretion and without giving any reason, decline to register any transfer of any share.

LIEN

6. The Company shall have a first and paramount lien on every share, whether fully paid or not, registered in the name of any person, whether as sole or joint holder, indebted to the Company for all moneys due to the Company, whether in respect of that share or not. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall

extend to any amount payable in respect of it. The registration of a transfer of a share shall operate as a waiver of any lien of the Company thereon.

#### DIRECTORS

7. The number of the Directors of the Company shall not be less than one.

8. The Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

9. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

10. A Director who pursuant to Section 317 of the Companies Act 1985 has declared at a meeting of the Directors the nature of his interest in a contract or arrangement or proposed contract or arrangement with the Company shall be entitled to vote in respect of that contract or arrangement or proposed contract or arrangement, and if he does so his vote shall be counted, and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors at which the vote is taken.

#### PROCEEDINGS OF DIRECTORS

11. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be one.

#### RETIREMENT OF DIRECTORS

12. If the Company becomes subject to the provisions of Section 293 of the Companies Act 1985, any person may be appointed or elected a Director whatever his age, and no Director shall vacate office by reason only of his attaining or having attained the age of 70 or any other age.

G

COMPANIES FORM No. 224

**Notice of accounting reference date**  
**(to be delivered within 6 months of**  
**incorporation)**

224

Please do not write in this margin

Pursuant to section 224 of the Companies Act 1985

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

\* insert full name of company

To the Registrar of Companies

For official use

Company number

Name of company

\* GENERAL BUILDING MAINTENANCE LIMITED

2078/208

gives notice that the 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:

5 April

Day Month

0 5 0 4

30 June

Day Month

3 0 0 6

31 December

Day Month

3 1 1 2

Day Month

3 0 0 6

\* Delete as appropriate

Signed

[Director] Secretary Date 21/2/87

PRINTED AND SUPPLIED BY

**Jordans**

JORDAN & SONS LIMITED

25, Abchurch Lane

London EC4N 3DF

TELEPHONE 01-4039100

TELETYPE 01-4039100

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

ALSOP STEVENS

11 St. James' Square

Manchester M2 6DR

Ref: TGH

For official Use

General Section

Postroom

23 APR 1987

COMPANY NUMBER 20782/08

COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

GENERAL BUILDING MAINTENANCE LIMITED

SPECIAL RESOLUTION

(Passed 21st April 1987)

At an Extraordinary General Meeting of the Members of the above named Company duly convened and held on the 21st day of April 1987 the following Resolution was passed unanimously as a Special Resolution:-

RESOLUTION

That the Regulations set out in the documents produced to the Meeting and signed for the purposes of identification by the Chairman be and hereby are adopted as the Articles of Association of the Company to the exclusion of all existing Articles of Association of the Company.

.....  
Chairman.



*Amended*

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

GENERAL BUILDING MAINTENANCE LIMITED

(amended by special resolution passed on *21st April* 1987)

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (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.

1.1. In these regulations --

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the articles" means the articles of the company.

"B Co" means JNO Holdings (Bermuda) Ltd.

"B Co Director" means the Director appointed by B Co from time to time pursuant to Article 7(b).

"B Co Loan Stock" means the £150,000 Loan Stock created by the Company and to be issued to B Co.



"B Co Shares" means 510 Ordinary of £1 each in the Capital of the Company owned by B Co as varied from time to time.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution.

"Existing Members" means B Co, and Mr James Pyner.

"the holder" in relation to the shares means the member whose name is entered in the register of members as the holder of the shares.

"Preferred Shares" means the 99,490 Non-voting nil coupon Preferred Shares of £1 each in the Capital of the Company

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on 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 Section 80 of the Act and 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 in General Meeting 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). 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 any 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 therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

- (c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall ~~not~~ apply to the Company.

3. The Share Capital of the Company at the date of adoption of these articles is £100,490 divided into 1000 Ordinary Shares of £1 each and 99,490 Preferred Shares of £1 each.:-

The rights of the B Co Shares, the Ordinary Shares and the Preferred Shares are as follows:-

(A) As to income

The B Co and Ordinary Shares shall confer on holders thereof rights to the payment of dividends or to share in the profits of the Company. The Preferred Shares shall not confer on the holders thereof any rights to payment of dividends or share in the profits of the Company.

(B) As to Capital

On return of assets on liquidation or otherwise the surplus assets of the Company remaining after payment of its liability shall be applied first to the Preferred Shares in repayment of the nominal amount paid up on such shares but no further and thereafter to the ordinary shares.

(C) As to Voting Rights

(Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with the articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every share in the Capital of the Company of which he is the holder.

The Preferred Shares shall not confer on the holders thereof the right to any vote at any general meeting but they shall be entitled to receive notice of the same

(D) The Company shall not without the consent of B Co:-

(i) Make any alteration or increase or reduction of the authorised or issued Capital of the Company or of any of its subsidiaries or by any variation of the rights attached to any of the Shares for the time being in the Capital of the Company or of any of its subsidiaries; or

(ii) Sell the undertaking of the Company or of any of its subsidiaries or any substantial part thereof; or

(iii) Dispose of any Share Capital of any subsidiary of the Company; or

(iv) Make any alteration of the restrictions on the powers of the Directors of the Company or its subsidiaries to borrow give

guarantees or create charges; or

- (v) Apply by way of capitalisation of any sum in or towards or paying up any Debenture or Debenture Stock of the Company; or
- (vi) Call a meeting of the Company for the purpose of considering a resolution for the winding-up of the Company;
- (vii) Call a meeting of the Company for the purpose of considering a resolution to approve a contract by the Company to purchase any of its shares;
- (viii) Call a meeting of the Company for the purpose of considering a resolution for amending the Memorandum or Articles of Association of the Company.
- (ix) Issue any shares in the Company to any person or company who is not an Existing Member otherwise than in accordance with the Company's Share Option Scheme.
- (x) Issue any Ordinary Shares in the Capital of the Company without the consent in writing of B Co otherwise than in accordance with the Company's Share Option Scheme.

#### SHARES

4. The lien conferred by Clause 8 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 8 in Table A shall be modified accordingly.
5. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 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. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

- (b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; 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 Auditors for the time being of the Company.

7. (a) A quorum for any General Meeting of the Company shall be not less than two members present or voting by proxy of whom one must be a duly appointed representative of B Co.

- (b) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

- (c) If a quorum is not present within half an hour from the time appointed for a General Meeting the General 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 General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

- (d) Clause 41 in Table A shall not apply to the Company.

## APPOINTMENT OF DIRECTORS

8. (a) Clause 64 in Table A shall not apply to the Company.
- (b) (i) B Co may appoint any one person to be a director or remove any director so appointed from office. Every such appointment or removal shall be in writing and signed by or on behalf of B Co and shall take effect upon receipt at the registered office of the Company or by the Secretary.
- (ii) While B Co is a shareholder in the Company, the directors shall have power to appoint any person to be a director to fill a casual vacancy but shall not appoint any other directors without the consent in writing of B Co.
- (iii) The Company from time to time may by ordinary resolution appoint any person to be a director and determine the period for which such person is to hold office.
- (iv) The maximum number of Directors at any one time shall be ten.
- (c) No person shall be appointed a Director at any General Meeting unless either:-
- (i) he is recommended by the Directors and B Co; or
- (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.
- (d) Subject to paragraph (c) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

## BORROWING POWERS

9. 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 80 of the Act 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.

#### ALTERNATE DIRECTORS

10. (a) An alternate Director 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, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any other such person as is mentioned in Clause 65 in Table A, may act as an alternate Director shall be entitled to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of 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.

11. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

#### GRATUITIES AND PENSIONS

12. (a) The Directors may exercise the powers of the Company conferred by Clause 3(L) of the Memorandum of Association of the Company 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) Clause 87 in Table A shall not apply to the Company.

## PROCEEDINGS OF DIRECTORS

13. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- (b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.
- (c) A resolution agreed upon by directors (not being less than the number required to form a quorum of the directors) shall be valid and effectual whether or not it shall be passed at a meeting of the directors duly convened and held.
- (d) The quorum necessary for the transaction of the business of the directors shall be two one of whom shall be the B Co Director and there shall be counted in the quorum:-
- (i) in the case of a resolution agreed by directors in telephonic communication, all such directors and
- (ii) in the case of a meeting of directors, in addition to the directors present at the meeting any director in telephonic communication at such meeting.

## INDEMNITY

14. (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 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Regulation 118 in Table A shall not apply to the Company.

#### TRANSFER OR TRANSMISSION OF SHARES

15. The instrument of transfer of a Share may be in any usual form or in any other form which the Directors may approve 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.

16. (a) Any member and any person entitled to Shares by transmission from a member shall be entitled at any time to transfer any of his shares which are (or which were before transmission) not subject to any trust to the spouse children or to remoter issue of such member or to the trustees to be held on Family Trusts of such member. The expression "Family Trusts" of a member means the trusts under which no beneficial interest in the shares in question is for the time being vested in any person other than such member or the spouse, children or in remoter issue of such member; and

(b) (i) Any Shares held upon Family Trusts of a member or former member may be transferred to new trustees of such Family Trusts or the spouse children or remoter issue or other Family Trusts of such member or former member;

(ii) Whenever any of such Shares come (or would but for the provisions of this Article come (to be held otherwise than upon Family Trusts of such member or former member) otherwise than in connection with a transfer by the trustees authorised under this article, it shall be the duty of the trustees to notify the Company that such event



has occurred and to give a transfer notice pursuant to these articles in respect of such Shares. If the trustees fail to give such transfer notice before the Shares become (or would have become) so held they shall be deemed to have served the Company with a transfer notice in respect of such Shares and the specified price shall be the fair value determined by the auditors in accordance with Regulation 28 below. Such transfer notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of Shares being held otherwise than upon Family Trusts;

(c) (i) Shares may also be transferred by a corporate member to a wholly owned subsidiary of such member PROVIDED ALWAYS that should the corporate member transfer control of that subsidiary then it shall be a condition of such sale that the shares transferred pursuant to this Article 15(c)(i) be retransferred to the corporate member;

(ii) A member or person entitled to transfer a share who intends to dispose of, deal with or create any interest in any of his shares of any class in the Company or any interest thereon other than as permitted under Article 16(a) or (b) or (c) (i) ("the Vendor") shall forthwith give notice in writing to the Directors of his intention ("the transfer notice") specifying the Shares concerned ("the Sale Shares") and the price per share ("the specified price") at which he is willing to sell the Sale Shares.

(iii) The transfer notice shall subject to the terms of this Article 16 constitute an offer by the Vendor for the sale of the Sale Shares to the other members of the Company at the lower of the specified price and the fair value fixed as hereinafter provided to the extent applicable and shall constitute the Directors the agents of the Vendor for such sale.

(iv) Within seven days after receipt by the Company of the transfer notice the Directors shall give notice to all the holders of Shares in the Company (other than the Vendor) of the number and description of the Sale Shares and the specified price inviting each of such holders to state by notice in writing to the Company whether he is willing to purchase any, and if so, what maximum number of the Sale Shares ("his maximum") and shall limit a period of thirty days during which the offer will remain open ("the offer period"). The Directors shall also forthwith give a copy of such notice to the Vendor.

(v) Within seven days of first being offered any of the Sale Shares any member may by notice in writing to the Directors require that the specified price be referred to the auditors for the time being of the Company. Upon receipt of such notice by the Directors the offer period shall cease to run. The Directors shall forthwith give notice to all other Directors that they have referred the specified price in accordance with the said notice. The auditors shall report in writing under their hand what in their opinion is the Fair Value per share of the said Shares as between a willing Vendor and a willing Purchaser on the basis of the aggregate value of all the issued Shares of the relevant class divided by the number of such Shares. For the avoidance of doubt a Fair Value shall not include any discount in the value by reason of the Sale Shares representing a minority or any enhancement by reason of the Sale Shares representing a majority or otherwise. In so reporting the auditors shall act as experts and not as arbitrators and accordingly the Arbitration Acts 1950 to 1979 shall not apply. The cost of the auditor's report shall be borne by the Company (save to the extent that the auditors shall direct the same be borne by the Vendor and/or the member(s) who required the matter to be referred to them). The Directors shall use their best endeavours to procure that the auditors report on the fair value within fourteen days of the matter being referred to them. Upon

receipt of such report the Directors shall immediately give written notice of the fair value both to the Vendor and to each of the members of the Company.

(vi) The offer period shall begin to run again from the date of despatch of the notification to the other members of the auditors' report but in this case the offer period shall be limited to a period specified in such notification which shall not be less than seven days.

(vii) At the expiration of the offer period the Directors shall allocate the Sale Shares to or amongst such of the holders as shall have expressed their willingness to accept ("the acceptors") and such allocation shall be made so far as practicable pro rata and according to the nominal amount of the Share Capital held by each acceptor but, in the case of each acceptor, shall not exceed his maximum. If all the Sale Shares are not allocated in such allocation then the Directors shall make further allocations of the Sale Shares amongst the acceptors until all the Sale Shares have been allocated or each acceptor has been allocated his maximum. Each such further allocation shall be made amongst the acceptors who prior to such further allocation had not been allocated their maximum, and shall be made as far as practicable pro rata according to the nominal amount of the Share Capital of whatever class held by each such acceptor but in the case of each acceptor the total number of Shares allocated under this paragraph (vii) shall not exceed his maximum.

(viii) Upon such allocation being made the holders to or amongst whom such allocation shall have been made shall be bound to pay the purchase price for and to accept the transfer of the Shares so allocated to them respectively and the Vendor shall be bound upon payment of the purchase price to transfer such Shares to the respective Purchasers.

(ix) If in any case the Vendor, after having become bound to transfer Shares as aforesaid, makes default in so doing the Company may receive the purchase price and the Directors may appoint some person to execute instruments of transfer of such Shares in favour of the Purchasers and shall thereupon cause the names of the Purchasers to be entered in the Register of Members of the Company as the holders of the Shares and shall hold the purchase price in trust for the Vendor. The receipt of the Company therefor shall be a good discharge to the Purchasers and after their names shall have been entered in the Register of Members of the Company and exercise of the aforesaid power the validity of the transaction shall not be questioned by any person.

(x) If at the expiration of the offer period any of the Sale Shares shall not have been sold in accordance with the provisions of this article the Vendor may (provided he has been a member for a period of not less than 3 years) at any time within a period of ninety days after the expiration of the offer period transfer the Sale Shares not so sold to any person at any price not being less than the lower of the specified price and (if appropriate) the Fair Value ascertained pursuant to paragraph (v) above, provided that the Directors may require to be satisfied that such Shares are being transferred 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.

(xi) If a member or other person entitled to transfer a Share or any person having any interest in a Share at any time attempts to deal with or dispose of this Share or the interest therein or create any interest therein otherwise than in accordance with the foregoing provisions of this article the registered holder of such Share or other person

entitled to transfer such Share shall be deemed immediately prior to such attempt to have served the Company with a transfer notice in respect of such share and the specified price being the Fair Value which shall be ascertained pursuant to paragraph (v) of this article and the provisions of this article shall thereupon apply to the Share. Such transfer notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such attempt.

(xii) Any transfer notice which is required to be made or deemed to be made under paragraph (i) or paragraph (xi) above or articles 17 or 18 below shall not be revocable in any circumstances. Any transfer of such Shares made in pursuance of this article following such transfer notice shall pass the absolute beneficial title to such Share to the transferee and shall be deemed to have been executed on behalf of all persons having any interest in such Share. The purchase price for such Share shall be paid to or held on trust for the transferor in accordance with paragraph (ix) above. Neither the Company nor the transferee shall be otherwise bound to see to the application of the purchase price nor shall they be bound by or compelled to recognise any interest in such Shares other than that of the transferor even when having notice thereof.

(xiii) No Share and no interest in any Share may be or is capable of being disposed of dealt with or created other than as is expressly permitted under these presents or (subject to article 17 hereof) by way of transmission by operation of law on death or bankruptcy.

17. (a) Any person becoming entitled to a Share in consequence of the death or bankruptcy of a member must within three months of being so entitled produce such evidence of his title as the Directors may require.

(b) Such person must within the said three months period either :-

- (i) Serve upon the Directors a transfer notice under article 16 above in relation to the Share in which case article 16 shall bind him as if he were a member holding such share; or
  - (ii) If he has become so entitled as the result of the death of a member demonstrate to the reasonable satisfaction of the Directors that (subject only to the performance of duty as the administration of such estate) such person is bound to pass the full beneficial title to such Share to the spouse children or remoter issue or Family Trust of such member (as defined in article 16(a) above) and that the Share will be held beneficially by such spouse children or remoter issue or on such Family Trusts within the relevant period (as defined below).
- (c) If such person gives notice in accordance with paragraph (b) (i) above and either:-
- (i) Such person is not able within fourteen days of any subsequent request made by the Directors from time to time during the relevant period able to demonstrate as aforesaid, or
  - (ii) Full beneficial title to the Share does not become held by the spouse children or remoter issue of such member before the expiry of the relevant period;
- Then such person shall before the expiry of such period of fourteen days or the relevant period (as the case may be) serve upon the Directors a transfer notice under article 16 above in relation to the Share and article 16 shall bind him as if he were a member holding such Share.
- (d) If such such person does not comply with paragraph (b) (ii) above or does not serve a transfer notice within the period in which he is required to have done so under paragraph (b) or (c) above he shall upon the expiry of the said period be automatically deemed to have served a transfer notice and to have fixed the specified price of the share at such price as the auditors for the time being of the Company for this purpose at the expense of the said person and acting as

experts and as arbitrators report to be the Fair Value thereof.

- (e) For the purposes of this article "the relevant period" will mean the period of twelve months from the death of the deceased shareholder except that if Probate or Letters of Administration shall not have been granted in respect of the deceased shareholder's estate before the expiry of six months after his death, the relevant period shall mean the period from his death until the expiry of six months from the date of such Grant of Probate or Letters of Administration or if shorter the period from his death until the expiry of fifteen months from the date thereof.

- 18. If at any time the employment of any member other than B Co who is at that time employed by the Company or any of its subsidiaries shall cease for any reason whatsoever or if any time the Directorship of any member of the Company not being an employee be determined for any reason whatsoever then such member shall (if he has not already done so) thereupon be deemed to have served a transfer notice as provided in article 16 in respect of the whole of his Shares and to have fixed the specified price for such Shares at such price as the auditors for the time being of the Company for this purpose at the expense of the Company report to be the Fair Value thereof. The preceding provisions of this article may at any time be waived by the Directors. A transfer notice deemed to be served to be modified accordingly.

No. 2078208

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS IN WRITING

- of -

ALL THE MEMBERS

- of -

GENERAL BUILDING MAINTENANCE LIMITED

(DATED 21st April 1987)

The following resolutions were agreed to and signed by all the members of the above-named Company entitled to receive notice of and to attend and vote at general meetings of the above-named Company. If they had not been so agreed to, they would not have been effective for their purpose unless they had been passed in the case of resolution 1 as a SPECIAL RESOLUTION and in the case of resolution 2 as an ORDINARY RESOLUTION at a general meeting of the above-named Company:-

RESOLUTIONS

1. That the provisions of the Memorandum of the Company with respect to the objects of the Company be altered by deleting the existing sub-clause (A) of Clause 3 of such Memorandum and by substituting therefor the new sub-clause (A) set out in the document annexed hereto and for the purpose of identification signed by the members.



2. That:-

(a) the General Building Maintenance Limited 1987 Executive Share



Option Scheme, the rules of which are set out in the document annexed hereto and for the purposes of identification signed by the members thereof, be and it is hereby approved, subject to such amendments as the directors consider necessary or desirable to carry the same into effect and to obtain approval for the same from the Board of Inland Revenue under Schedule 10 to the Finance Act 1984, and the directors be and they are hereby authorised to make such amendments and to do all acts and things which they consider necessary or desirable to carry the Scheme into effect; and

- (b) the directors be and they are hereby authorised to vote, and be counted in the quorum, on any matter relating to the Scheme, notwithstanding that they may have an interest in the same provided always that no director may be counted in the quorum or vote on any resolution in respect of his personal participation in the Scheme.

.....*L. Finch*.....  
Director

*Ames.*

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PRIVATE COMPANY LIMITED BY SHARES

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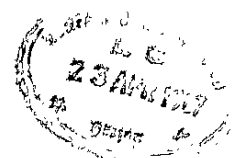
MEMORANDUM OF ASSOCIATION  
of  
GENERAL BUILDING MAINTENANCE LIMITED

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- 1.\* The Company's name is " GENERAL BUILDING MAINTENANCE LIMITED".
2. The Company's registered office is to be situated in England.
- 3.\*\* The Company's objects are:-
  - (A) To carry on in all parts of the world the business of cleaners, decorators, fitters, window cleaners, builders, electricians, plumbers, carpenters, engineers, sign writers and all other businesses and services ancillary thereto concerned directly or indirectly with the maintenance, cleaning, servicing and repair of the internal and external parts of buildings and premises of every kind including the fixtures and fittings contained therein including but not limited to manufacturing, buying, selling, leasing equipment and dealing (both wholesale and retail) in relevant goods and products of every description from all parts of the world.
  - (B) To acquire and take over for any consideration the whole or any part of the undertaking, property, rights and liabilities of any person or company the acquisition of which appears capable of being advantageously or conveniently employed in connection with or by way of extension of any business of the Company or otherwise suitable for its purposes.
  - (C) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and

\* The Company was incorporated as Diplema 119 Limited on 27th November 1986. It changed its name to General Building Maintenance Limited on 13th March 1987

\*\* Clause 3(A) was substituted for the previous Clause 3(A) by Special Resolution of the Company passed on 26th March 1987.



uncalled capital of the Company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any stocks, shares or securities or liabilities of any person, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.

- (D) To take or otherwise acquire and hold shares, stock, debentures, debenture stock or other securities or obligations in any other company having objects altogether or in part similar to those of this Company, or engaged or proposing to engage in any business or activity capable of being conducted so as directly or indirectly to benefit this Company.
- (E) To promote or concur in promoting any other company whose objects shall include the acquisition of all or any of the property, rights or liabilities of this Company, or the promotion of which may seem calculated directly or indirectly to benefit this Company, and to acquire and hold shares, stock, debentures, debenture stock or other securities or obligations of any such company.
- (F) To purchase, take on lease or in exchange, or otherwise acquire any real or personal property, patents, licences, rights or privileges which the Company may consider necessary or convenient, and to construct, maintain and alter any buildings or works and develop and turn to account and deal with the same or any other property acquired as aforesaid in such manner as may be considered expedient.
- (G) To develop, manage, improve, farm and assist in developing, managing, improving or farming any land or other property belonging to the Company, or in which the Company is interested, and for that purpose to grant and agree to grant or accept leases of every description, and to make advances, and to enter into guarantees, and generally to make such arrangements as may be considered expedient.
- (H) To borrow or raise or secure the payment of money and interest thereon in any manner and upon any terms, and for such purposes, or any other purposes, to issue debentures or debenture stock, perpetual or otherwise, and to mortgage or charge all or any of the Company's property or rights, present and future, including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other instrument.
- (I) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (J) To apply for and accept allotments of, and to buy and sell and to deal in and dispose of shares, stock, debentures, debenture stock, or other securities or obligations of any company.

- (K) To issue any shares, stock, debentures, debenture stock or other securities or obligations which the Company has power to issue, by way of security or indemnity, to any person whom the Company has agreed or is bound to indemnify, or in satisfaction of any liability.
- (L) To provide remuneration, rewards, incentives and facilities of every description for the present and former officers, executives and other employees of the Company and of any of its subsidiary and associated companies, and in particular to establish and contribute to any funds or schemes for the provision of pensions, life and other insurance and similar benefits for, and to pay gratuities and allowances to, any of such persons and members of their families and their dependants, and to establish and finance any schemes for the time being authorised by law for the acquisition by any of such officers, executives and employees of shares or loan capital of the Company or its holding company or any interest therein.
- (M) To sponsor, subsidise or guarantee money for any charitable or benevolent purpose or for any cultural or sporting event, exhibition or performance, or for any public or useful object, either alone or in conjunction with others.
- (N) To apply for, purchase or otherwise acquire any patents, trade or service marks, names, designs, concessions, licences and the like, conferring any right to use, or any secret or other information which may seem capable of being used for any purpose of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the property, rights and information so acquired.
- (O) To lend money and grant or provide credit and financial accommodation to any person or company.
- (P) To invest any moneys of the Company not required for the purposes of its business in such investments, securities or other assets as may be thought expedient.
- (Q) To enter into any partnership or co-operate with any person or company engaged or interested or about to become engaged or interested in any activity from which this Company would or might derive any benefit, whether direct or indirect, and to amalgamate with any other company.
- (R) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares, stock, debentures, debenture stock, or other securities or obligations of any other company, whether promoted by this Company for the purpose or not.

- (S) To take all appropriate steps in Parliament or with the authorities, national, local, municipal or otherwise of any place in which the Company may have interests, and to carry on any negotiations or operations for any purpose of the Company, or for furthering the interests of its members, and to oppose any such steps taken by any other person or company which may seem calculated, directly or indirectly, to prejudice the interests of this Company or its members.
- (T) To procure the registration of the Company in or under the laws of any place outside England, and to establish local registers and business branches in any part of the world.
- (U) To distribute any of the Company's property among the members in specie.
- (V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (W) To do all such other things as, in the opinion of the Board of Directors of the Company, are incidental or as may be thought conducive to the attainment of the above objects or any of them.
- (X) To carry on any other business or activity which, in the opinion of the Board of Directors of the Company, is or may be capable of being conveniently carried on in connection with, or likely directly or indirectly to enhance the value of, any existing business, property or rights of the Company.

And it is hereby declared that the word "company" in this clause and in the Articles of Association for the time being of the Company, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed in such paragraphs, be in nowise limited by reference to or inference from any other paragraph or the name of the Company.

4. The liability of the members is limited.

5.\*\*\*The Company's share capital is £1,000 divided into 1000 ordinary shares of £1 each.

\*\*\* By an Ordinary Resolution dated 25th February 1987 the share capital was increased from £100 divided into 100 Ordinary Shares of £1 each to £1,000 divided into 1000 Ordinary Shares of £1 each.

WE, the subscribers to this Memorandum of Association wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares opposite our respective names.

NAMES AND ADDRESSES	Number of Shares taken by each Subscriber
MARTIN ANDREW SPENCER WINTER 1 Gresham Street London EC2V 7BU	One
MARTIN WEBSTER 1 Gresham Street London EC2V 7BU	One

Dated 5th November 1986

Witness to the above signatures:-

Caroline Mulloy  
1 Gresham Street  
London EC2V 7BU

## Notice of increase in nominal capital

LEONE

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**

1116

2078208

Name of company

DIPLEMA 119 LIMITED

\* insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 25th February 1967 the nominal capital of the company has been increased by £ 900 beyond the registered capital of £ 100.

A copy of the resolution authorising the increase is attached.<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:—

**Please tick here if  
continued overleaf**

**Signed**

Mah Witer

Director

**Secretary**

**† Date**

25/2/87

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

Biddle & Co  
1 Gresham Street  
London EC2V 7BU

Ref: JO

**For official Use**  
**General Section**

**Post room**



COMPANY NUMBER 20782108

COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

GENERAL BUILDING MAINTENANCE LIMITED

ORDINARY RESOLUTION

(Passed 21st April 1987)

At an Extraordinary General Meeting of the Members of the above named Company duly convened and held on the 21st day of April 1987 the following Resolution was passed unanimously as a Ordinary Resolution:-

RESOLUTION

That the Authorised Share Capital of the Company be and hereby is increased to £100,490 by the creation of 99,490 Non-voting nil coupon Preferred Shares of £1 each having the rights attached to them in the draft regulations to be adopted by Resolution 2 below.

.....  
Chairman

21st April 1987



# **Notice of increase in nominal capital**

# 123

Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

☒ 113

2078208

Name of company

\* GENERAL BUILDING MAINTENANCE LIMITED

\* insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 21<sup>st</sup> April 1987 the nominal capital of the company has been increased by £ 99,490 beyond the registered capital of £ 1,000.

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 are Non-Voting Nil Coupon Preferred Shares at £1 each having the rights attached to them in the new Articles of Association adopted at the date hereof

Please tick here if  
continued overleaf



† delete as  
appropriate

Signed

*Stevens*

[Director] ☒ [Secretary] ☒ Date

21/4/87

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

ALSOP STEVENS  
11 St. James' Square  
Manchester M2 5DR

Ref: TGH

For official Use

General Section

Post room

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**Jordans**

JORDAN & SONS LIMITED  
JORDAN HOUSE  
BIRMINGHAM B2 4AE  
TELEPHONE 0121 633 1111  
TELEX 330303



Number of  
Companies

20/82/04

*The Companies Act 1985*

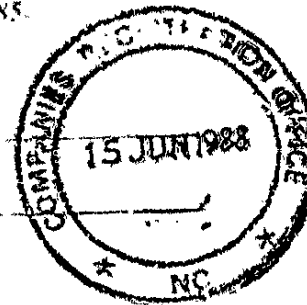
COMPANY LIMITED BY SHARES

**Special Resolution**

*Pursuant to s. 378(2) of the Companies Act 1985.*

OF

*Commercial Building Maintenance Limited.*



Passed 23rd May, 1988.

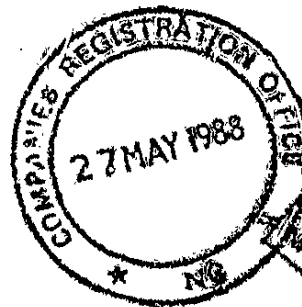
AT AN EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at George House, 75/83 Borough High Street, London, SE1 1NH.

on the 23rd day of May, 1988, the subjoined  
SPECIAL RESOLUTION duly passed, viz.:—

**RESOLUTION**

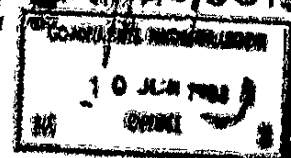
That the name of the Company be changed to

C.B.M. Services Limited.



Signature \_\_\_\_\_

To be signed by  
the Chairman  
Director or  
Secretary  
of the company



To be filed within 14 days after the passing of the Resolution.

FF 10



The Companies Act 1985, s. 378(2) requires that this Resolution be filed with the Companies Registration Office within 14 days of its passing.

FILE COPY



CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME

No. 2078208

I hereby certify that

GENERAL BUILDING MAINTENANCE LIMITED

having by special resolution changed its name,

is now incorporated under the name of

G.B.M. SERVICES LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the 24 JUNE 1988

A handwritten signature in dark ink, appearing to read 'D. J. Jones', is written over a faint, circular official stamp.

an authorised officer

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ORDINARY AND SPECIAL RESOLUTIONS  
of  
GBM SERVICES LIMITED

(PASSED 9 November 1990)

At an Extraordinary General Meeting of the above-named Company duly convened and held at 1 Gresham Street London EC2 on 9 November 1990 the following two resolutions were duly passed as, respectively, ordinary and special resolutions:

RESOLUTIONS

1. THAT the Directors be and are generally and unconditionally authorised for the purposes of Section 30 of the Companies Act 1985 ("the Act") to allot, grant options over or otherwise dispose of ordinary shares of £1 each in the Company up to an aggregate nominal amount equal to the authorised but unissued share capital of the Company at the date hereof (being an amount of £290) provided that this authority may be exercised at any time or times during the period of five years from the date hereof and at any time thereafter pursuant to an offer or agreement made by the Company before the expiry of this authority which would or might require relevant securities (within the meaning of Section 80(2) of the Act) to be allotted after such expiry.
2. THAT subject to the passing of resolution 1 set out in the notice convening the meeting, the Directors be and are hereby empowered to allot shares and grant options pursuant to the authority conferred by resolution 1 as if the pre-emption rights set out in Regulation 2 of the Articles of Association of the Company did not apply to any such grant or allotment, provided that in the case of the grant of options this power shall be limited to their grant (and their subsequent allotment on exercise of options) substantially in accordance with the terms of the draft offer letter attached to the notice convening the meeting.

.....  
Director/Secretary

