



COMPANIES FORM No. 12

12

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

Please do not
write in
this margin

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

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

To the Registrar of Companies

For official use

For official use

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2490139

Name of company

* BEANTONE LIMITED

* insert full name
of company

I, SUNDER MANSUKHANI

of Classic House, 174-180 Old Street,

London. EC1V 9BP

§ delete as
appropriate

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 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 Staple Inn Buildings (South)

Declarant to sign below

Staple Inn, London.

WC1

dated 28 MAR 1990

before me

A.J. HOOPER
SOLICITOR

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

Post room

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Companies Form No. 10

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



Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Name of company

BEAMTONE LIMITED

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

Classic House, 174-180 Old Street, London EC1V 9BP
--

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

STANLEY DAVIS COMPANY SERVICES LTD CLASSIC HOUSE 174-180 OLD STREET LONDON EC1V 9BP

Number of continuation sheets attached

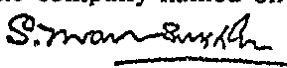
Presenter's name address and
reference (if any):

For official Use
General Section

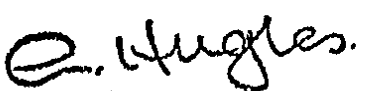
Post room

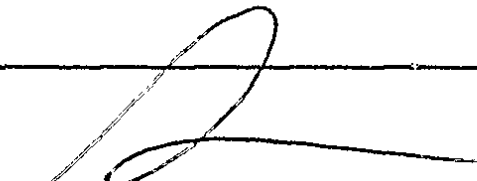
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The names and particulars of the person who is to be the first director of the company are as follows:

Name SUNDER MANSUKHANI		Business occupation FORMATION AGENT
Previous name(s) NONE		Nationality BRITISH
Address CLASSIC HOUSE 174-180 OLD STREET LONDON		Date of birth (where applicable) N/A
Postcode EC1V 9BP		
Other directorships STEPHEN COX LAW SERVICES LTD		
I consent to act as director of the company named on Page 1		4 JAN 1990
Signature 		Date

The name and particulars of the person who is to be the first secretary of the company are as follows:

Name LYNN HUGHES	
Previous name(s) CARRINGTON	
Address CLASSIC HOUSE 174-180 OLD STREET LONDON	
Postcode EC1V 9BP	
I consent to act as secretary of the company named on Page 1	
Signature 	Date 4 JAN 1990

	
Signature of agent on behalf of subscribers	Date 4 JAN 1990

The Companies Act 1985
Private Company Limited by Shares

2490139

MEMORANDUM OF ASSOCIATION

of

BEAMTONE LIMITED



BEAMTONE LIMITED

1. The Company's name is
2. The Company's registered office is to be situated in England and Wales
3. The Company's objects are:-
 - (A) (i) To carry on within and without the United Kingdom the businesses of exporters, importers, manufacturers, agents, brokers, general merchants and dealers, both wholesale and retail in commodities of every description and all commercial goods, manufactured goods and all goods for personal and household use and consumption, ornament, recreation and amusement, and generally in all raw materials, manufactured goods, materials, provisions and general produce, and also the business of storage contractors, wharfingers, carriers, shipping and forwarding agents, warehousemen and store-keepers; and to carry on any other business which is calculated directly or indirectly to enhance the value of any of the Company's business, property, rights or assets; and to carry on the aforesaid businesses, either together as a single business or as separate and distinct businesses in any part of the world.
 - (ii) To carry on the business of financial consultants, financiers and industrial bankers, capitalists, financial agents and advisors for commodities, goods, wares, vehicles, apparatus, machinery and articles of every description and in connection therewith or otherwise to loan and advance money to and to purchase accounts on behalf of such persons, firms or companies, concerned in any way whatever in the sale or purchase in manner aforesaid of the beforementioned articles or goods; to carry on the business of financing transactions and guaranteeing or giving security for the payment of money or the performance of any obligation or undertaking; to carry on the business of financiers, financial agents, bill discounters; company promoters, underwriters, and dealers in stocks, shares, loans, annuities and other securities, mortgage brokers and insurance agents.

- (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company.
- (C) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
- (D) To erect, alter or maintain any buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To acquire by subscription or otherwise and hold, sell, deal with or dispose of any shares, stock, debentures, debenture stocks, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (F) To receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers.
- (G) To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature 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, debenture, debenture stock, bond, standard security, indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within each case the meaning of section 736 of the Act, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- (H) To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested, and generally as the Directors think fit.
- (I) To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired.

- (J) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, Consultants, experts or agents.
- (K) To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (L) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such other company.
- (M) To draw, accept and negotiate promissory notes, bills of exchange and other negotiable instruments.
- (N) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (O) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (Q) To enter into arrangements for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company.
- (R) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the

undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

- (T) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (U) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (V) To distribute in specie assets of the Company properly distributable amongst the members, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (W) To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.
- (X) To do all such other things as are incidental to or which the Company may think conducive with the above objects or any of them.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to 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 by 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 full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1,000 divided into 1,000 Shares of £1 each.

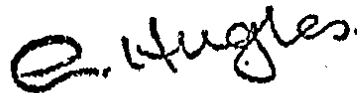
WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names and Addresses
of Subscribers

Number of Shares Taken
by each Subscriber

SUNDER MANSUKHANI
Classic House
174-180 Old Street
London
EC1V 9BP

ONE



LYNN HUGHES
Classic House
174-180 Old Street
London
EC1V 9BP

ONE

Dated the 4th day of January 1990

Witness to the above Signatures:-

MAURICE GRIFFIN
Classic House
174-180 Old Street
London
EC1V 9BP



The Companies Act 1985
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

BEANTONE LIMITED

PRELIMINARY

1. Subject as hereinafter provided the Regulations incorporated in Table A set out in the Schedule to The Companies (Tables A to F) Regulations 1985 shall apply to the Company.

2. Regulations 3, 8, 24, 35, 64, 73 to 77 (inclusive), 94 to 97 (inclusive), the second and third sentences of Regulation 79 and the last sentence of Regulation 84 of Table A shall not apply to the Company but the Regulations hereinafter contained together with the remaining Regulations of Table A shall, subject to the modifications hereinafter expressed, constitute the Regulations of the Company.

3. Any reference in these Regulations to an enactment shall be construed as a reference to that enactment as amended or extended by or under any other enactment.

PRIVATE COMPANY

4. The Company is a private company, and accordingly:-

(a) no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise); and

(b) no shares in or debentures of the Company shall be allotted, nor shall any agreement to allot such shares or debentures be made, (whether for cash or otherwise), with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purposes of this Regulation as they apply for the purposes of the Act.

INTERPRETATION

5. In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and in any regulations adopting in whole or in part the same".

SHARES

6. Subject to the provisions of the next following Regulation the Directors are authorised for the purposes of section 80 of the Act to exercise the power of

the Company to allot shares to the amount of the authorised but unissued share capital of the Company at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit provided always that:-

(i) save as provided in sub-paragraph (ii) of this Regulation the authority given in this Regulation to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company;

(ii) the Members in General Meeting may by Ordinary Resolution:-

(a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years, but such Resolution must state (or restate) the amount of shares which may be allotted under such renewed authority or, as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the renewed authority will expire;

(b) revoke or vary any such authority (or renewed authority);

(iii) notwithstanding the provisions of sub-paragraphs (i) and (ii) of this Regulation the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority or renewed authority has expired.

In this Regulation any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

7. In accordance with section 91 of the Act Sections 89(1), and 90(1) to (6) of the Act are excluded from applying to the Company. Any shares for the time being unissued shall be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions of these Regulations allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company. The Directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors effectually be offered in the manner aforesaid.

8. Subject to Chapter VII of the Act, and to Regulation 12, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

9. Subject to Chapter VII of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in

such manner as the Company before the issue of the shares may by Special Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

10. Subject to Chapter VI of the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company.

LIEN

11. The lien conferred by Regulation 8 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company: but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

12. (a) No share or beneficial ownership of a share shall be transferred nor shall the Company purchase any of its own shares pursuant to Regulation 8 unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(b) Any member proposing to transfer any share or beneficial ownership of a share (hereinafter called "the vendor") shall give notice in writing (hereinafter called "the transfer notice") to the Company of such proposal. The transfer notice shall specify the sum which in the vendor's opinion constitutes the fair price of each share specified therein, and shall constitute the Company the vendor's agent for the sale of such share or shares (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the Members (other than the vendor), at that price save that if the Directors do not accept that the sum specified by the vendor constitutes the fair price of the said shares they shall instruct the Auditors of the Company (who shall act as experts and not as arbitrators so that any provision of law or statute relating to arbitration shall not apply) to certify by certificate in writing (hereinafter called "the certificate of value") the value in their opinion of the said shares as between a willing seller and a willing buyer, and in such a case the transfer notice shall nevertheless constitute the Company the vendor's agent for the sale of the said shares but at the price certified in the certificate of value.

(c) If the Auditors are instructed to certify the fair value as aforesaid the Company shall, as soon as it receives the certificate of value, furnish a copy thereof to the vendor. The cost of obtaining the certificate of value shall be borne by the Company.

(d) Upon the price being fixed as aforesaid (whether by reference to the vendor's opinion of the fair price or by reference to the certificate of value) the Company shall forthwith by notice in writing (hereinafter

called "the offer notice") inform each Member (other than the vendor) of the number and price of the said shares and shall invite each such Member to apply in writing to the Company within 21 days of the date of despatch of the offer notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.

(e) If such Members shall within the said period of 21 days apply for all or (save as otherwise provided in the transfer notice) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for) to or amongst the applicant Members in proportion as nearly as may be to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided that no applicant Member shall be obliged to take more than the maximum number of shares specified by him as aforesaid. If any shares shall not be capable without sub-division of being allocated to the Members in proportion to their existing holdings, the same shall be allocated to the applicant Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit.

(f) The Company shall forthwith give notice of such allocations (hereinafter called "the allocation notice") to the vendor and to the Members to whom the said shares have been allocated and shall specify in the allocation notice the place and time (being not earlier than 14 and not later than 28 days after the date of the despatch of the allocation notice, which shall be specified therein) at which the sale of the said shares so allocated shall be completed.

(g) The vendor shall be bound (upon payment of the purchase price due in respect thereof) to transfer the shares comprised in the allocation notice to the purchasing Members named therein at the place and time therein specified; and if in any case the vendor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase price on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase price shall be a good discharge to the purchasing Member. The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the vendor.

(h) During the 6 months following the expiry of the period of 21 days referred to in paragraph (e) of this Regulation the vendor shall be at liberty subject nevertheless to the provisions of paragraph (i) of this Regulation to transfer to any person (including, but subject to Regulation 8, the Company) and at any price (not being less than the price fixed under paragraph (b) of this Regulation) any of the said shares not allocated by the Directors as aforesaid.

(i) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

13. The instrument of transfer of a fully paid share shall be executed by or on behalf of the transferor and in the case of a share which is not fully paid, the instrument of transfer shall in addition be executed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share

until the name of the transferee is entered in the register of Members in respect thereof.

PROCEEDINGS AT GENERAL MEETINGS

14. In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, vote instead of him and that such proxy need not also be a Member. Regulation 38 of Table A shall be modified accordingly.

15. Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 62 of Table A shall be modified accordingly.

DIRECTORS

16. The first Director or Directors of the Company shall be the person or persons named in the statement delivered under Section 10 of the Act.

17. Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall be only one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 of Table A shall be modified accordingly.

18. A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

19. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

20. In Regulation 87 of Table A there shall be inserted between the words "the directors" and "may" the words "on behalf of the Company".

DIVIDENDS

21. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company.

Names and Addresses of Subscribers

SUNDER MANSUKHANI
Classic House
174-180 Old Street
London
EC1V 9BP

S. Mansukhani

LYNN HUGHES
Classic House
174-180 Old Street
London
EC1V 9BP

L. Hughes

Dated the 4th day of January 1990

Witness to the above Signatures:-

MAURICE GRIFFIN
Classic House
174-180 Old Street
London
EC1V 9BP

M Griffin

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2490139

I hereby certify that

BEAMTONE 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 6 APRIL 1990

A. M. Evans.
A.M. EVANS

an authorised officer

G

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

--	--	--	--	--	--

2490139

Name of company

* BEAMTONE LIMITED

* insert full name
of company

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 along-
side should be
completed as in the
following examples.

Day Month

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

5 April
Day Month

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

30 June
Day Month

3	0	0	6
---	---	---	---

31 December
Day Month

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

‡ insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed *Example* X Designation ‡ Director

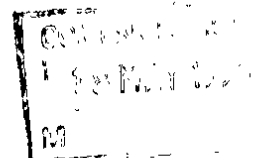
Date 15.5.90

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

EJM/28
Evershed Wells & Hind
10 Newhall Street
Birmingham
B3 3LX

For official Use
General Section

Post room



Certificate No.: 2490139

Evershed

The Companies Act 1985

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

-of-

BEAMTONE LIMITED

(Adopted by Special Resolution passed on *15 May* 1990)

Incorporated on 6th April 1990

Evershed Wells & Hind
Solicitors
Birmingham B3 3LX

DOC ID: CENTRAL R NO. 3114

The Companies Act 1985

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

-of-

BEAMTONE LIMITED

(Adopted by Special Resolution passed on 15 May 1990)

PRELIMINARY

1. The Articles hereinafter contained and, subject as hereinafter provided, the regulations (hereinafter referred to as "Table A") contained in Table A of The Companies (Tables A to F) Regulations 1985 as at the date of incorporation of the Company shall constitute the regulations of the Company. In the case of any variation or inconsistency between these Articles and the regulations in Table A, the provisions of these Articles shall prevail.
2. Regulations 2, 24, 32, 40, 54, 64, 73 to 78 (inclusive), 80, 81, 88, 89, 94 to 97 (inclusive), 111 and 115 of Table A shall not apply to the Company.
3.
 - 3.1 In regulation 1 of Table A the words "and in the articles adopting the same" shall be inserted after the words "In these regulations" and the words "or in the articles adopting the same" shall be inserted after the words "contained in these regulations".
 - 3.2 In the regulations of the Company, where the context so permits, words importing the singular number only shall include the plural number, and vice versa, words importing the masculine gender only shall include the feminine gender, words importing persons shall include corporations and the expression "paid up" shall include credited as paid up.

SHARE CAPITAL

4.
 - 4.1 The share capital of the Company at the time of the adoption of these Articles is £50,000,000 divided into 500,000,000 Ordinary Shares of 10 pence each.

- 4.2 Subject to the provisions of Articles 5 and 6 and Section 80 of the Act, all the unissued shares for the time being in the capital of the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms and conditions as they think proper, provided that no shares shall be issued at a discount.
- 4.3 Pursuant to Section 80 of the Act, the Directors are hereby given general authority to allot up to 126,941 Ordinary Shares of 10 pence each in the capital of the Company in accordance with Article 4.2 in addition to shares shown in the Memorandum of Association to have been taken by the subscribers thereto, such authority to expire on 15 May 1995.
5. 5.1 Subject to any direction to the contrary which may be given by the Company by Special Resolution and subject and without prejudice to the provisions of regulation 110 of Table A and Article 5.2 hereof, any shares in the capital of the Company which are for the time being unissued shall be available for issue only as shares identical in all respects to the existing Ordinary Shares of the Company, and shall, before issue, be offered to the members in proportion, as nearly as may be, to the number of shares held by them respectively. The offer, which shall be in writing, shall specify the number of shares offered and the price per share and limit the time (not being less than 14 days after service) within which the offer, if not accepted, will be deemed to have been declined. After the expiration of that time, or on the receipt of an intimation from any person to whom the offer is made that he declines to accept the shares offered or any of them, the Directors shall offer the shares so declined or deemed to have been declined in like manner to such of the other members as accepted the original offer in full. If any of the shares comprised in such further offer are declined or deemed to be declined the Directors may dispose of those shares in such manner as they think most beneficial to the Company.
- 5.2 No shares shall be issued to any infant, bankrupt or person of unsound mind.
- 5.3 The provisions of sub-section (1) of Section 89 and Section 90 of the Act shall not apply to the Company.
6. The Company is a private company to which Section 81 of the Act applies and accordingly:-
- 6.1 any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and
- 6.2 any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company

with a view to all or any of those shares or debentures being offered for sale to the public

is prohibited.

LIEN

7. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

8. Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself, shall for the purpose of these Articles be deemed a transfer.

9. 9.1 The Directors may in their absolute discretion and without assigning any reason therefor refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve, and they may also refuse to register the transfer of a share where the Company has a lien on such share. They may also refuse to register a transfer unless:-

(a) it is lodged at the registered office of the Company or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) it is in respect of only one class of shares; and

(c) it is in favour of not more than four transferees.

- 9.2 No shares may be transferred to any infant, bankrupt or person of unsound mind.

10. 10.1 Subject to the provisions of Article 9:-

10.1.1 any share may be transferred at any time by a member to his spouse or to any issue of that member;

10.1.2 and subject and without prejudice to the provisions of regulation 30 of Table A, any share standing in the name of a deceased member may at any time be (a) transferred by his personal representatives to the widow or widower or any issue of such deceased member or (b) transferred to or placed in the names of his personal representatives or of the trustees for the time being of his Will;

- 10.1.3 and without prejudice to regulation 5 of Table A, any share may be transferred at any time by a member to any persons who are shown to the satisfaction of the Directors to be the trustees of an approved settlement (as hereinafter defined) and receiving such share in that capacity;
- 10.1.4 and without prejudice to regulation 5 of Table A, any share which pursuant to the foregoing provisions of this Article 10.1 is standing in the names of the personal representatives or trustees for the time being of the Will of a deceased ex-member or standing in the names of the trustees for the time being of an approved settlement may be transferred at any time (a) to any persons who are shown to the satisfaction of the Directors to be new trustees of that Will or of that settlement or (b) to any widow, widower, spouse or issue of that deceased ex-member or of the person who made that settlement or (c) to such last-mentioned person;
- 10.1.5 any share may be transferred at any time by a corporation to a member of the same group and, for the purposes of this Article 10.1.5, the expression "a member of the same group" means in relation to the transferor company a company which is for the time being a holding company (as defined in Section 736 of the Act) of the transferor company or a subsidiary (as defined in that Section) of the transferor company or of any such holding company;
- 10.1.6 any share may be transferred with the agreement in writing of all the members for the time being;
- 10.1.7 any share comprised in a transfer notice (as defined in Article 11.1) may be transferred by a member to any other member who has agreed to purchase the same through and in accordance with the procedure prescribed in Articles 11.2 and 11.3.

For the purposes of this Article 10.1, the expression "approved settlement" shall mean a settlement made by a member in favour of himself, his spouse or any of his issue or any one or more of them and the expression "member" shall not include any such personal representatives or trustees as are referred to in the foregoing provisions of this Article 10.1.

- 10.2 The Directors shall register a transfer made in accordance with the foregoing provisions of this Article 10 but, save as aforesaid, none of the shares of the Company shall be transferred except with the approval of the Directors.

The Directors shall have an absolute discretion in giving or withholding such approval and need not assign any reason therefor.

11. Except in the case of a transfer of shares expressly authorised by Articles 10.1.1 to 10.1.6 (inclusive), the right to transfer shares in the Company shall be subject to the following restrictions, namely:-

11.1 Before transferring any interest in any shares the person proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same and the transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price (as hereinafter defined) to any members selected in accordance with the following provisions of this Article 11. The proposing transferor may, unless the transfer notice has been given or deemed to have been given pursuant to any of the provisions of Article 12, withdraw the transfer notice within 7 days after any auditors' certificate is issued in connection with the transfer notice under Article 11.6 but save as aforesaid a transfer notice once given or deemed to be given shall not be revocable except with the consent of the Directors.

11.2 All shares mentioned in any transfer notice shall be offered for sale by the Company at the prescribed price to all members (other than (a) the member by whom or in respect of whose shares the transfer notice has been given or deemed to be given and (b) any member to whom under the provisions of Article 9.2 shares may not be transferred) on the terms that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares. All offers of shares under this Article 11.2 shall be made by notice in writing and every such offer shall limit a time (not being less than 14 days nor more than 21 days) within which the offer must be accepted or in default will lapse.

11.3 11.3.1 If the Company shall within the prescribed period (as hereinafter defined) find members as aforesaid (hereinafter called "purchasers") willing to purchase the shares concerned or any of them and shall give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers thereof. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 7 days nor more than 14 days

after the date of such notice or (where necessary) so soon thereafter as the prescribed price shall have been determined. Provided always that if the transfer notice shall state that the proposing transferor is not willing to transfer part only of his shares comprised in the transfer notice the foregoing provisions of this Article 11.3.1 shall not apply unless the Company shall have found purchasers for in aggregate the whole of such shares.

11.3.2 If in any case a proposing transferor after having become bound to transfer any shares to a purchaser shall make default in transferring such shares the Directors may authorise some person to execute on behalf of and as attorney for the proposing transferor any necessary transfers and may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register of members as the holder of such shares and hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after the name of the purchaser has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

11.4 If the Company shall not within the prescribed period find purchasers willing to purchase all the shares and give notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, or any of them, the proposing transferor at any time thereafter up to the expiration of 2 months after the prescribed period shall be at liberty to transfer those shares for which the Company has not given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person and at any price (not being less than the prescribed price) but subject to the provisions of Articles 9 and 10.

11.5 The expression "the prescribed period" shall mean a period of 2 months from the date on which the transfer notice is given or deemed to be given or from the date of the auditors' certificate if the prescribed price is referred to the auditors in accordance with Article 11.7.

11.6 The expression "the prescribed price" shall mean such sum (apportioned per share) as shall be agreed upon between the proposing transferor and the Directors or in default of such agreement (or if the transfer notice has been deemed to have been given pursuant to Article 12.2) as shall be certified in writing pursuant to the provisions

of Article 11.7 as being a fair price as between a willing seller and a willing buyer for the shares comprised in the transfer notice calculated on the basis of a valuation of the Company as a going concern at the date of the transfer notice (after taking into account any contingent liability of the Company for taxation on unrealised capital gains and any other contingent taxation liability of the Company) and multiplying such valuation by the fraction the numerator of which shall be the nominal value of the shares comprised in the transfer notice and the denominator of which shall be the nominal value of all the shares of the Company in issue at such date.

11.7 If the proposing transferor and the Directors shall be unable to agree the prescribed price within 7 days after the transfer notice has been given (or if the transfer notice has been deemed to have been given pursuant to Article 12.2) the calculation of the prescribed price in accordance with Article 11.6 shall be referred to the Company's auditors acting as experts and not as arbitrators whose decision thereon shall be certified in writing to the proposing transferor and the Directors and be binding on them. The auditors shall be entitled, if thought fit, to obtain professional valuations of any of the Company's assets. The fees and expenses of the auditors (including expenses of any such valuation) shall be borne as to one-half by the proposing transferor and as to the balance among the purchasers of the shares sold pursuant to the transfer notice in proportion to the numbers of the shares purchased by them respectively or if there are no such purchasers such remaining half shall also be borne by the proposing transferor provided that where a transfer notice shall be deemed to have been given pursuant to Article 12.2 the whole of such fees and expenses shall be borne amongst the purchasers of the shares sold pursuant to the transfer notice in proportion to the numbers of the shares purchased by them respectively.

12. 12.1 12.1.1 Subject to the provisions of Article 10, a person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the bankrupt member.
- 12.1.2 Subject to the provisions of Article 10, a person entitled to a share in consequence of the death of a member shall be bound at any time after the expiration of one year from the date of such death, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the deceased member.

12.1.3 Subject to the provisions of Article 10, a member which is a body corporate shall be bound at any time after it has gone into liquidation (not being a liquidation for the purposes only of amalgamation or reconstruction) or similar status in the country of its incorporation, if and when required in writing by a majority in value of the remaining members so to do, to give a transfer notice in respect of all the shares then registered in the name of such member.

12.2 In any case where a transfer notice has been duly required to be given under this Article 12 in respect of any shares and such transfer notice is not given within a period of one month, such transfer notice shall (except and to the extent that a transfer of any of such shares in favour of a person to whom they may be transferred pursuant to Article 10.1 shall have been lodged prior to the expiration of the said period) be deemed to have been given at the expiration of the said period.

ALTERATION OF SHARE CAPITAL

13. The Company may by Special Resolution:-

- (a) increase its share capital by new shares of such amount as the Resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any Meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

15. 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 member or members present in person or by proxy shall be a quorum and will constitute a valid meeting for all purposes" shall be inserted immediately following the words "as the Directors may determine" in regulation 41 of Table A.

16. A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be altered accordingly.
17. The words and figures "Subject to regulation 51 of these regulations" shall be inserted before the words "A poll shall be taken" in regulation 49 of Table A.

VOTES OF MEMBERS

18. Subject to any rights or restrictions attached to any shares, on a show of hands every member entitled to vote who is present in person or by proxy (not being himself a member entitled to vote) or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and, on a poll, each member shall have one vote for every share of which he is the holder.
19. A member shall not be entitled to appoint more than one proxy to attend on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.

NUMBER OF DIRECTORS

20. The number of the Directors (other than alternate directors) shall not be less than 2.

DIRECTORS

21. A Director shall not require a share qualification.
22. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.
23. In addition and without prejudice to the provisions of Section 303 of the Act, the Company may by extraordinary resolution remove any Director from office at any time and may (pursuant to Article 25) by ordinary resolution appoint another Director in his stead but such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

24. The Directors shall not be liable to retirement by rotation and accordingly the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" in regulation 79 of Table A shall not apply to the Company.
25. Without prejudice to the powers of the Directors under regulation 79 of Table A, 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.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

26. The office of a Director shall be vacated if:-
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
 - (b) he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors; or
 - (c) he is, or may be, suffering from mental disorder and either
 - (i) 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
 - (ii) 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; or
 - (d) (not being precluded from so doing by the terms of any contract with the Company) by notice in writing he resigns the office of Director; or
 - (e) he is removed from office by a resolution duly passed pursuant to Section 303 of the Act or Article 23.

REMUNERATION OF DIRECTORS

27. In addition and without prejudice to regulation 82 of Table A, any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a director may be paid such extra remuneration by way of lump sum, salary, participation in profits or otherwise as the Directors may determine.

DIRECTORS' APPOINTMENTS AND INTERESTS

28. The final sentence of regulation 84 of Table A shall not apply to the Company.

DIRECTORS' GRATUITIES AND PENSIONS

29. The words and figures "Without prejudice to the generality of regulation 70" shall be inserted before the words "The Directors may provide benefits" in regulation 87 of Table A.

PROCEEDINGS OF DIRECTORS

30. 30.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as

they think fit. Unless all Directors indicate their willingness to accept shorter notice of a meeting of Directors, at least 7 clear days' prior notice of the time and place of each meeting of Directors shall be given. Questions arising at any meeting shall be determined by a majority of votes and in the case of equality of votes the Chairman of the meeting shall have a second or casting vote.

- 30.2 A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of every meeting of the Directors shall be given to every Director in accordance with the provisions referred to in Article 35, but the non- receipt of notice by any Director shall not invalidate the proceedings at any meeting of the Directors.
31. The quorum necessary for the transaction of the business of the Directors shall be two Directors or their respective alternates present throughout the meeting at which the business is to be transacted. If within half an hour from 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, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Director or Directors and/or alternate Director or Directors present shall be a quorum and will constitute a valid meeting for all purposes. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
32. Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.
33. Provided a Director declares his interest therein in the manner provided by the Act he may vote as a Director at any meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and if he shall so vote his vote shall be counted, and he shall be counted in the quorum at any such meeting where such a matter is under consideration.

BORROWING POWERS

34. Without prejudice to the generality of regulation 70 of Table A, the Directors may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and, subject to section 80 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

NOTICES

35. 35.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing provided that a notice to a Director need not be in writing if in any case that Director indicates that notice in writing is not necessary.
- 35.2 In regulation 112 of Table A, the words "or by telex or facsimile transmission" shall be inserted before the words "or by sending it by" and the words "first class" shall be inserted before the words "post in a prepaid envelope". The provisions of regulation 112 as so varied shall (mutatis mutandis) apply also to notices to Directors.
- 35.3 Where a notice is sent by first class post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted.

WINDING UP

36. In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

GENERAL

37. A person shall be "a person of unsound mind" for the purposes of Articles 5.2 and 9.2 if he is a person to whom, if he were a Director, the provisions of Article 26(c) would apply.

Certificate No: 2490139

The Companies Act 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

BEAMTONE LIMITED

(As amended by Special Resolution passed on *15 May* 1990)

Incorporated on 6th April 1990

ID: 3126
LIBRARY: CENTRALR

Evershed Wells & Hind
Solicitors
Birmingham B3 3LX

The Companies Act 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

BEAMTONE LIMITED

(As amended by Special Resolution passed on *15 May* 1990)

1. The name of the Company is BEAMTONE LIMITED.
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-
 - 3.1 3.1.1 To carry on business as a holding company and to acquire, hold, manage, develop, deal with, turn to account, sell and dispose of shares, stock, debentures, securities, businesses and undertakings, lands, buildings, leasehold interests, assets, chattels and any other property tangible or intangible whatsoever; to co-ordinate the policy and administration and any other dealings of any company or companies of which the Company is a member and to provide financial assistance, personnel, equipment and expertise thereto; to carry on all or any of the businesses of entrepreneurs, capitalists, trustees, financiers and investors, management, personnel and business consultants and advisers, insurance and mortgage brokers and agents; and to manufacture, procure, maintain, repair, sell and otherwise deal in plant, machinery, tools, equipment, commodities, articles and things of any kind capable of being used in or benefitting the Company or any company or companies of which the Company is a member.
 - 3.1.2 To co-ordinate the policy and administration of any subsidiary companies or any companies of

which this Company is a member or which are in any manner controlled by this Company

- 3.1.3 The manufacture and distribution of heating and ventilation equipment and ancillary equipment thereto and smoke and fire dampers and volume control dampers; the distribution of air handling equipment and all types of flexible tubing; the manufacture of electronic control equipment for the heating and ventilation market, grilles and air diffusers and bespoke extraction systems.
- 3.2 Either directly or indirectly (including, but without prejudice to the generality of the foregoing, through the medium of any one or more subsidiary or associated companies) to enter into, carry on, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings, activities and businesses of every description and generally to do all such things whatsoever as, in the opinion of the Directors of the Company, may be advantageously carried on by the Company or are calculated directly or indirectly to enhance the value of, or render profitable or more profitable, any of the Company's property, rights or activities.
- 3.3 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- 3.4 To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Directors of the Company may think fit.
- 3.5 To erect, construct, lay down, maintain, enlarge, alter, pull down, remove or replace all such buildings or other works or plant and machinery as may be necessary or convenient for the Company's business, and to contribute to or subsidise the doing of any such things.
- 3.6 To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatsoever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatsoever by any person, firm or company, including (but not limited to):-

- 3.6.1 any liabilities and obligations whatsoever of, and the repayment or payment of any moneys whatsoever by, any company which is for the time being or is likely to become the Company's holding company (as defined by Section 736 of the Companies Act 1985) or a subsidiary (as defined by the said Section) of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business; and
- 3.6.2 any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and
- 3.6.3 the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities.
- 3.7 To borrow or raise by any means (including but not limited to the issue of securities) money for the purposes of or in connection with the Company's business.
- 3.8 To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and subject to such rights, powers, privileges and conditions as the Directors of the Company may think fit, debentures or debenture stock, either permanent or redeemable or repayable, or any other securities by way of mortgage, either outright or by way of security for the performance of any contracts or any debts, liabilities or obligations of the Company or other persons or corporations having dealings with the Company or in whose business or undertaking the Company is interested, whether directly or indirectly, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 3.9 To lend, invest and deal with the moneys of the Company upon such securities and in such manner, and to advance money or give credit to such persons and on such terms, as the Directors of the Company may from time to time approve.
- 3.10 To receive money on deposit or loan upon such terms as the Directors of the Company may approve and to give whether gratuitously or otherwise guarantees or indemnities and whether in respect of its own obligations or those of some other person or company.
- 3.11 To provide pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description to officers, ex-officers, employees or ex-employees of the

Company or its predecessors in business or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company (each such expression being defined as aforesaid) or of any predecessor in business of any such company or the dependants or relatives of any of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory) with a view to providing such benefits as aforesaid for any such persons as aforesaid including, but not limited to, retirement benefits and/or life assurance schemes and/or profit sharing, share option, share holding or other incentive or bonus schemes.

- 3.12 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- 3.13 To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Directors of the Company may determine.
- 3.14 To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Directors of the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- 3.15 To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company or person.
- 3.16 To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and

liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

- 3.17 To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of this Company.
- 3.18 To support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the Directors of the Company, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company (each such expression being defined as aforesaid) or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid.
- 3.19 To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital may be made except with the sanction (if any) for the time being required by law.
- 3.20 To pay all or any of the incorporation and other preliminary expenses of the Company.
- 3.21 To do all or any of the above things in any part of the world and either as principal, agent, trustee, nominee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- 3.22 To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership, Government or any statutory, municipal or public body, any body corporate, association, syndicate or other body of persons, whether incorporated or unincorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each of the paragraphs of this clause shall not, except

where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the order in which the same occur or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent company.

4. The liability of the members is limited.
5. The share capital of the Company is £[AMOUNT] divided into [NUMBER] shares of [DENOMINATION] each. The Company has power to increase the share capital and to divide the shares (whether original or increased) in that capital into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

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

SUNDER MANSUKHANI
Classic House
174-180 Old Street
London EC1V 9BP

One

LYNN HUGHES
Classic House
174-180 Old Street
London EC1V 9BP

One

DATED: 4th January 1990

WITNESS to the above signatures:

MAURICE GRIFFIN
Classic House
174-180 Old Street
London EC1V 9BP

G

Notice of consolidation, division,
sub-division, redemption or
cancellation of shares, or conversion,
re-conversion of stock into shares

122

Please do not
write in
this margin

Pursuant to section 122 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

[] [] [] [] [] [] [] []

2490139

Name of company

* BEAMTONE LIMITED

*Insert full name
of company

gives notice that:

On 9 May 1990 the two issued and 998 unissued
Ordinary shares of £1 each in the capital of the Company were each divided
into 10 Ordinary shares of 10p each.

†Insert Director,
Secretary,
Administrator,
Administrative
Receiver or Receiver
(Scotland) as
appropriate

Signed

E. J. H. Masden

DIRECTOR Designation Date

9.5.90

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

Evershed Wells & Hind
19 Newhall Street
Birmingham B3 3LX

EJH/28

For official use
General Section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

1987 Edition

487 F7001

5017042

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
(Address overleaf)

For official use

Company number

--	--	--	--

2490139

Name of company

* BEAMTONE LIMITED

* Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 9 May 1990 the nominal capital of the company has been
increased by £ 49,999,000 beyond the registered capital of £ 1,000.

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

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

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

The new Ordinary shares of 10p each shall rank pari passu in all respects
with the existing issued and unissued Ordinary shares in the capital of the
Company.

Please tick here if
continued overleaf

☐

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed



Designation‡ DIRECTOR

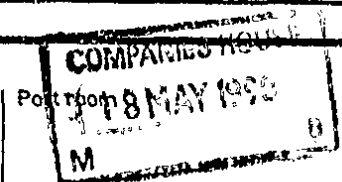
Date 9.5.90

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

Evershed Wells & Hind
10 Newhall Street
Birmingham B3 3LX

EJN/28

For official Use
General Section



The Companies Act 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS

of

BEAMTONE LIMITED

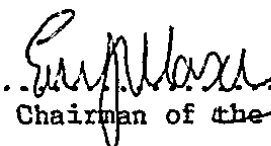
AT an Extraordinary General Meeting of the Company held on 9 May 1990 the following resolutions were duly passed:-

ORDINARY RESOLUTIONS

1. That each of the issued and unissued Ordinary Shares of £1 each in the capital of the Company be and are hereby subdivided in to ten Ordinary Shares of 10 pence each.
2. That the authorised share capital of the Company be increased from £1,000 to £50,000,000 by the creation of an additional 499,999,000 Ordinary Shares of 10p each such shares ranking pari passu in all respects with the existing issued and unissued share capital of the Company
3. That pursuant to and for the purposes of Section 80 of the Companies Act 1985, the Directors be generally and unconditionally authorised to allot, grant options over, offer or otherwise deal with or dispose of any relevant securities (within the meaning of Section 80 of the Companies Act 1985) provided that:-
 - (a) the maximum amount of relevant securities which may be allotted pursuant to such authority shall be 33,596 Ordinary Shares of 10p each; and
 - (b) the authority hereby conferred shall, unless it is (prior to its expiry) revoked, varied or renewed by the Company in General Meeting, expire at midnight on 31 May 1990 save that the Company shall be entitled before such expiry to make an offer or agreement which would or might require the relevant securities to be allotted after such expiry and the Directors shall be entitled to allot relevant securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired.

SPECIAL RESOLUTION

4. That pursuant to Section 95 of the Companies Act 1985 the Directors be empowered to allot equity securities (as defined in Section 94 (2) of that Act) pursuant to the authority conferred on them by Resolution 3 above as if Section 89 (1) of the Companies Act 1985 did not apply to such allotment and the Directors shall be entitled to make at any time prior to the expiry of the power hereby conferred any offer or agreement which would or might require equity securities to be allotted after the expiry of such power.

.....
Chairman of the Meeting

Company No: 2490139

The Companies Acts 1985 and 1989



COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

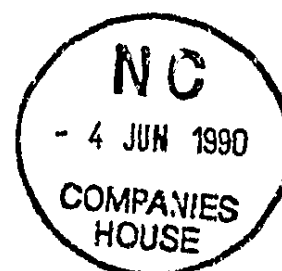
BEAMTONE LIMITED

AT an Extraordinary General Meeting of the above-named Company duly convened and held on 24th MAY. 1990 the following Resolution was duly passed as a Special Resolution:

RESOLUTION

That the name of the Company be changed to Air Movement Group Limited.

.....
Chairman of the Meeting



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2490139

I hereby certify that

BEAMTONE LIMITED

having by special resolution changed its name,
is now incorporated under the name of

AIR MOVEMENT GROUP LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 6 JUNE 1990

an authorised officer

DATED

2nd July 1990

R.L. BALL and OTHERS

- and -

BEAMTONE LIMITED

AGREEMENT

for the sale and purchase of part of the
issued share capital of Air Movement Group Limited

Evershed Wells & Hind
Solicitors
Birmingham
B3 3LX

We certify th.

Evershed
10 New

the original

EW 374

3LX.

THIS AGREEMENT is made on

1990

BETWEEN:-

- (1) THOSE PERSONS whose names and addresses are set out in Part 1 of Schedule 1
- (2) BEAMTONE LIMITED, Number 2490139, whose registered office is at Peartree House Peartree Lane Dudley West Midlands DY2 0QU

1. INTERPRETATION

1.1 In this Agreement:-

1.1.1 the expressions listed in column 1 below have the meanings respectively set opposite them in column 2 below, except where inconsistent with the context:-

1.	2.
"Business Day"	Any day (other than Saturday) on which clearing banks in London are open for normal banking transactions
"the Company"	Air Movement Group Limited, Number 2202963
"Completion"	Completion of the sale and purchase in accordance with <u>clause 4</u>
"the Consideration"	The 93,325 Ordinary Shares of .10 pence each in the capital of the Purchaser
"the Deed of Indemnity"	a deed of indemnity in the agreed terms
"the Group"	the Company and the Subsidiaries
"the Purchaser"	Beamtone Limited, Number 2490139

"the Shares"

The 93,325 issued Ordinary shares of £1 each in the capital of the Company registered in the names of the Vendors in the proportions specified against their respective names in column (1) of the Schedule

"the Vendors"

Those persons whose names and addresses are set out in the Schedule

- 1.1.2 references to statutory provisions shall be construed as references to those provisions as at the date of this Agreement and shall, where the context so admits or requires, be construed as including references to the corresponding provisions of any earlier legislation (whether repealed or not) directly or indirectly amended, consolidated or extended or replaced thereby, or re-enacted therein, which may be applicable to any relevant tax year or other period, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- 1.1.3 references to persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.1.4 whenever a document is referred to as being "in the agreed terms", it shall be in the form agreed and initialled by or on behalf of the Vendors and the Purchaser; and
- 1.1.5 except where otherwise stated all covenants, agreements, undertakings, representations and warranties by the Warrantors are given jointly and severally.

- 1.2 The Schedules form part of this Agreement and have the same full force and effect as if expressly set out in the body of this Agreement.

2. SALE AND PURCHASE

- 2.1 Each of the Vendors as beneficial owner will sell, and the Purchaser will buy, the number of the Shares specified opposite that Vendor's name in Column (1) of the Schedule.
- 2.2 Each of the Shares will be sold and bought free from any claim, charge, lien, encumbrance, equity or third party right, and with all rights attached thereto including the right for the Purchaser to receive and retain any dividends declared, made or paid after the date of this Agreement
- 2.3 Each of the Vendors irrevocably waives all rights of pre-emption over any of the Shares conferred upon him or her either by the Articles of Association of the Company or otherwise.
- 2.4 The Purchaser shall not be obliged to complete the purchase of any of the Shares unless the purchase of all the Shares is completed simultaneously.

3. CONSIDERATION

The consideration for the sale of the Shares shall be the allotment and issue by the Purchaser to the Vendors of the number of Consideration Shares credited as fully paid up in the proportions specified opposite their respective names in Column 2 of the Schedule.

4.

COMPLETION

The sale and purchase of the Shares will be completed at Evershed Wells & Hind 10 Newhall Street Birmingham B3 3LX forthwith upon the signing and exchange of this Agreement when:-

4.1 the Vendors will produce and deliver to the Purchaser:-

4.1.1 transfers of the Shares duly executed by or on behalf of the Vendors and/or other registered holders thereof (if any) in favour of the Purchaser (or as it shall direct) together with all relevant share certificates therefor or indemnities to cover; and

4.1.2 the Deed of Indemnity duly executed; and

4.1.3 the common seal and the statutory books and registers of the Company (all entered up to date) and all policies of insurance.

4.2 The Purchaser shall allot and issue to the Vendors credited as fully paid the Consideration Shares in the proportions referred to in clause 3 and shall enter their respective names on its register of members as the holders of the shares in question and shall deliver to the Vendors definitive certificates in respect thereof

4.3 The Vendors will procure that the transfers specified in clauses 4.1.1 and 4.1.2 (subject to stamping if not previously effected) be in each case approved for registration in the books of the Company and that, following the stamping of such transfers, new share certificates be issued accordingly

5.

ANNOUNCEMENTS

No announcement concerning the transactions contemplated by this Agreement or any matter ancillary thereto and no disclosure of the terms of this Agreement shall be made by any of the parties hereto without the prior written approval of the others.

6. COSTS

Each party hereto shall bear his, her or its own costs and expenses relating to the preparation, completion and implementation of this Agreement.

7. FURTHER ASSURANCE

The parties agree that they shall do all such acts and things and execute all such documents as may be required on or subsequent to Completion to vest in the Purchaser legal and beneficial ownership of the Shares in accordance with this Agreement and otherwise to comply with its terms.

8. SUCCESSORS

This Agreement shall be binding upon and enure for the benefit of the personal representatives of the Vendors but shall not be assignable by any of the parties hereto.

9. WHOLE AGREEMENT

This Agreement and the documents referred to in it contain the whole agreement between the parties relating to the transaction herein provided and supercede all previous agreements (if any) between the parties relating to such transactions and each of the parties acknowledges that in agreeing to enter into this Agreement he has not relied on any representations or warranties except those set out in this Agreement.

10. GENERAL

10.1 Except for any obligation fully performed at Completion, each of the agreements, covenants, obligations, warranties, indemnities and undertakings contained in this Agreement shall continue in full force and effect notwithstanding Completion.

- 10.2 Failure or delay by any party to exercise any right or remedy of that party under this Agreement shall not in any circumstances operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 10.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.
- 10.4 The Purchaser may release or compromise the liability of any Vendor or grant time or any other indulgence to any Vendor without affecting the liability of any other Vendor.
- 10.5 The headings to the clauses and paragraphs of this Agreement (excluding the Schedule) shall not affect its construction.
- 10.6 The rights and remedies expressly provided for by this Agreement shall not exclude any rights or remedies provided by law.
- 10.7 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same agreement.

11. NOTICES

- 11.1 Any demand, notice or communication shall be deemed to have been duly served:-
- 11.1.1 if delivered by hand, when left at the address for service provided for in clause 11.2; or

11.1.2 if sent by prepaid first class post, 48 hours after being posted (excluding Saturdays, Sundays and other days which are not Business Days); or

11.1.3 if transmitted by telex, at the time of transmission following receipt of the appropriate answerback;

provided that where, in the case of delivery by hand or transmission by telex, such delivery or transmission occurs on a day which is not a Business Day or after 4.00 p.m. on a Business Day, service shall be deemed to occur on the next following Business Day.

11.2 Any demand, notice or communication shall be made in writing or by telex addressed to the recipient at its registered office or at the recipient's address stated in this Agreement or at such other address or as may from time to time be notified in writing by the recipient to the sender as being his, her or its address for service.

11.3 Any demand, notice or communication will be deemed to have been given to the personal representatives of a deceased Vendor, notwithstanding that no grant of representation has been made in respect of his or her estate, if the notice is addressed either:-

11.3.1 to the deceased Vendor by name; or

11.3.2 to his or her personal representatives by title at the relevant Vendor's address pursuant to Clause 11.2 or at such other address as may have been notified by them in writing to the sender as being their address for service, and is otherwise served in accordance with the foregoing provisions.

12.

LAW

The formation, construction, performance, validity and all aspects whatsoever of this Agreement shall be governed by English Law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

THE SCHEDULE

The Vendors

<u>Name & Address</u>	(1) Number of Shares to be <u>sold</u>	(2) Number of Consideration Shares to be issued <u>£</u>
R.L. Ball Sunshine Cottage Walton Pool Clent Stourbridge Worcestershire	48,192	48,192
Mrs. J. Ball Sunshine Cottage Walton Pool Clent Stourbridge Worcestershire	1,339	1,339
D.L. Ball Sunshine Cottage Walton Pool Clent Stourbridge Worcestershire	3,294	3,294
G.J. Ball 8 Miles Grove Dudley	2,918	2,918
Mrs. B. Willetts 'Ruislip' Walton Pool Clent Worcestershire DY9 9RT	1,808	1,808
R.A. Stokes Windrush 16, Forest Drive Kinver Stourbridge West Midlands DY7 6DX	8,825	8,825

<u>Name & Address</u>	(1) Number of Shares to be sold	(2) Number of Consideration Shares to be issued £
Mrs. A.P. Stokes Windrush 16, Forest Drive Kinver Stourbridge West Midlands DY7 6DX	4,330	4,330
B.L.W. Hoyes Revensnest Cottage Hoar Cross Nr. Burton-on-Trent Staffordshire	4,874	4,874
Mrs. J.E. Hoyes Ravensnest Cottage Hoar Cross Nr. Burton-on-Trent Staffordshire	4,330	4,330
I.J. Raybould The Cottage Romsley Bridgnorth Shropshire	486	486
D.J. Hulse Tantivy Gorway Road Walsall WS1 3BE	3,431	3,431
B.J. Nicholas 67 Sir Alfreds Way Sutton Coldfield West Midlands B76 8ET	1,011	1,011
B. Shemnell 18 Walkers Road Longwick Princes Risborough Buckinghamshire HP17 9SS	482	482
Mrs W.E. Shemnell 18 Walkers Road Longwick Princes Risborough Buckinghamshire HP17 9SS	480	480
A.K. Newbold 16 Brabyns Road Gee Cross Hyde Cheshire SK14 5EE	982	982

<u>Name & Address</u>	(1) Number of Shares to be <u>sold</u>	(2) Number of Consideration Shares to be issued <u>£</u>
E. Whitehead 2 Chester Avenue Lowton Warrington WA3 2JF	36	36
G.P. Watkins 10 Repington Avenue Saxon Grange Atherstone Warwickshire CV9 3AW	146	146
J.E. Stewart 5 Lyne Croft Bishopbriggs Glasgow GGW 3LN	162	162
S.P. O'Neil 7 Sutton Place Brockenhurst Hampshire SO42 7TX	4	4
A.B. Monaghan 28 Ollerdale Avenue Allerton Bradford West Yorkshire B15 9BS	489	489
R.K. Mayes Ivy House Crake Lane Darley Nr. Harrogate North Yorkshire HG3 2QJ	489	489
A.B. Monaghan and R.K. Mayes of Ivy House Crake Lane Darley Nr. Harrogate North Yorkshire HG3 2QJ	1	1
P. Stokes 27 Redwood Road Kinver West Midlands	1,000	1,000

<u>Name & Address</u>	(1) Number of Shares to be <u>sold</u>	(2) Number of Consideration Shares to be issued <u>£</u>
P. Stokes 10 Hardwicke Close St Johns Worcester	1,000	1,000
Miss S. Stokes Windrush 16 Forest Drive Kinver Stourbridge	1,000	1,000
J. Hoyes 34 Wellington Street West Salford Manchester	500	500
M. Hoyes 108 Senwick Drive Stewart Park Estate Wellingborough Northamptonshire	500	500
D. Raybould The Cottage Romsley Bridgnorth Shropshire	400	400
C. Raybould The Cottage Romsley Bridgnorth Shropshire	416	416
Miss V. Raybould The Cottage Romsley Bridgnorth Shropshire	400	400

SIGNED by R.L. Ball
in the presence of:-


SIGNED by Mrs. J. Ball
in the presence of:-



SIGNED by D.L. Ball
in the presence of:-



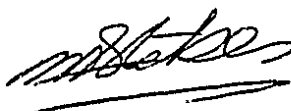
SIGNED by G.J. Ball
in the presence of:-



SIGNED by Mrs. B. Willetts
in the presence of:-



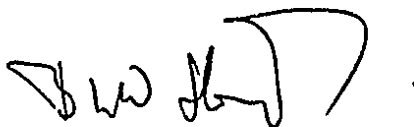
SIGNED by R.A. Stokes
in the presence of:-



SIGNED by Mrs. A.P. Stokes
in the presence of:-



SIGNED by B.L.W. Hayes
in the presence of:-



SIGNED by Mrs. J.E. Hoyes
in the presence of:-

J.E. Hoyes.

SIGNED by I.J. Raybould
in the presence of:-

I.J. Raybould

SIGNED by D.J. Hulse
in the presence of:-

D.J. Hulse

SIGNED by B.J. Nicholas
in the presence of:-

B.J. Nicholas

SIGNED by B. Shemmell
in the presence of:-

B. Shemmell

SIGNED by A.K. Newbold
in the presence of:-

A.K. Newbold

SIGNED by E. Whitehead
in the presence of:-

E. Whitehead

SIGNED by G.P. Watkins
in the presence of:-

G.P. Watkins

SIGNED by J.E. Stewart
in the presence of:-

James V. Stewart

SIGNED by S.P. O'Neill
in the presence of:-

S.P. O'Neill

SIGNED by A.B. Monaghan
in the presence of:-

A.B. Monaghan

SIGNED by A.B. Monaghan and
R.K. Mayes in the presence of:-

A.B. Monaghan
R.K. Mayes

SIGNED by R.K. Mayes
in the presence of:-

R.K. Mayes

SIGNED by Philip Stokes
in the presence of:-

Philip Stokes

SIGNED by Paul Stokes
in the presence of:-

Paul Stokes

SIGNED by Miss S. Stokes
in the presence of:-

S. Stokes

SIGNED by J. Hoyes
in the presence of:-

John Hoyes

SIGNED by M. Hoyes
in the presence of:-

M. Hoyes

SIGNED by D. Raybould
in the presence of:-

D. Raybould

SIGNED by C. Raybould
in the presence of:-

C. Raybould

SIGNED by Miss V. Raybould
in the presence of:-

Vicky Raybould

SIGNED by R. L. BALL
for and on behalf of
BEAMTONE LIMITED
in the presence of:-

[Signature]

SIGNED by Miss E. SHENMELL

✓ (L.S.)

✓

in the presence of:-

actress signature

↓

actress

↓

↓

occupant

↓

↓

The Companies Act 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS


of

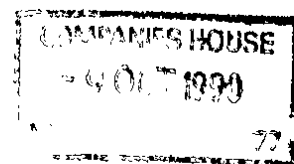
BEANTONE LIMITED

AT an extraordinary general meeting of the above-named company duly convened and held on 9th May 1990 the following resolutions were duly passed as special resolutions:

RESOLUTIONS

1. That the provisions of the Memorandum of Association of the Company be altered with regard to the objects of the Company by deleting Clause 3 of such Memorandum and by substituting therefor the new Clause 3 which is set out in the document produced to this meeting and for the purpose of identification marked "A" and signed by the Chairman thereof.
2. That the regulations contained in the document produced to this meeting and for the purpose of identification marked "B" and signed by the Chairman thereof be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association of the Company.


Chairman of the meeting



Certificate No: 2490139

The Companies Act 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

BEAMTONE LIMITED

(As amended by Special Resolution passed on 9 May 1990)

Incorporated on 6th April 1990

ID: 3126
LIBRARY: CENTRALR

Evershed Wells & Hind
Solicitors
Birmingham B3 3LX



COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

BEAMTONE LIMITED

(As amended by Special Resolution passed on 9 May 1990)

1. The name of the Company is BEAMTONE LIMITED.
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-
 - 3.1 3.1.1 To carry on business as a holding company and to acquire, hold, manage, develop, deal with, turn to account, sell and dispose of shares, stock, debentures, securities, businesses and undertakings, lands, buildings, leasehold interests, assets, chattels and any other property tangible or intangible whatsoever; to co-ordinate the policy and administration and any other dealings of any company or companies of which the Company is a member and to provide financial assistance, personnel, equipment and expertise thereto; to carry on all or any of the businesses of entrepreneurs, capitalists, trustees, financiers and investors, management, personnel and business consultants and advisers, insurance and mortgage brokers and agents; and to manufacture, procure, maintain, repair, sell and otherwise deal in plant, machinery, tools, equipment, commodities, articles and things of any kind capable of being used in or benefitting the Company or any company or companies of which the Company is a member.
 - 3.1.2 To co-ordinate the policy and administration of any subsidiary companies or any companies of

which this Company is a member or which are in any manner controlled by this Company

- 3.1.3 The manufacture and distribution of heating and ventilation equipment and ancillary equipment thereto and smoke and fire dampers and volume control dampers; the distribution of air handling equipment and all types of flexible tubing; the manufacture of electronic control equipment for the heating and ventilation market, grilles and air diffusers and bespoke extraction systems.
- 3.2 Either directly or indirectly (including, but without prejudice to the generality of the foregoing, through the medium of any one or more subsidiary or associated companies) to enter into, carry on, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings, activities and businesses of every description and generally to do all such things whatsoever as, in the opinion of the Directors of the Company, may be advantageously carried on by the Company or are calculated directly or indirectly to enhance the value of, or render profitable or more profitable, any of the Company's property, rights or activities.
- 3.3 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- 3.4 To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Directors of the Company may think fit.
- 3.5 To erect, construct, lay down, maintain, enlarge, alter, pull down, remove or replace all such buildings or other works or plant and machinery as may be necessary or convenient for the Company's business, and to contribute to or subsidise the doing of any such things.
- 3.6 To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatsoever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatsoever by any person, firm or company, including (but not limited to):-

- 3.6.1 any liabilities and obligations whatsoever of, and the repayment or payment of any moneys whatsoever by, any company which is for the time being or is likely to become the Company's holding company (as defined by Section 736 of the Companies Act 1985) or a subsidiary (as defined by the said Section) of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business; and
- 3.6.2 any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and
- 3.6.3 the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities.
- 3.7 To borrow or raise by any means (including but not limited to the issue of securities) money for the purposes of or in connection with the Company's business.
- 3.8 To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and subject to such rights, powers, privileges and conditions as the Directors of the Company may think fit, debentures or debenture stock, either permanent or redeemable or repayable, or any other securities by way of mortgage, either outright or by way of security for the performance of any contracts or any debts, liabilities or obligations of the Company or other persons or corporations having dealings with the Company or in whose business or undertaking the Company is interested, whether directly or indirectly, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 3.9 To lend, invest and deal with the moneys of the Company upon such securities and in such manner, and to advance money or give credit to such persons and on such terms, as the Directors of the Company may from time to time approve.
- 3.10 To receive money on deposit or loan upon such terms as the Directors of the Company may approve and to give whether gratuitously or otherwise guarantees or indemnities and whether in respect of its own obligations or those of some other person or company.
- 3.11 To provide pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description to officers, ex-officers, employees or ex-employees of the

Company or its predecessors in business or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company (each such expression being defined as aforesaid) or of any predecessor in business of any such company or the dependants or relatives of any of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory) with a view to providing such benefits as aforesaid for any such persons as aforesaid including, but not limited to, retirement benefits and/or life assurance schemes and/or profit sharing, share option, share holding or other incentive or bonus schemes.

- 3.12 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- 3.13 To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Directors of the Company may determine.
- 3.14 To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Directors of the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- 3.15 To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company or person.
- 3.16 To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and

liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

- 3.17 To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of this Company.
- 3.18 To support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the Directors of the Company, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company (each such expression being defined as aforesaid) or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid.
- 3.19 To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital may be made except with the sanction (if any) for the time being required by law.
- 3.20 To pay all or any of the incorporation and other preliminary expenses of the Company.
- 3.21 To do all or any of the above things in any part of the world and either as principal, agent, trustee, nominee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- 3.22 To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership, Government or any statutory, municipal or public body, any body corporate, association, syndicate or other body of persons, whether incorporated or unincorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each of the paragraphs of this clause shall not, except

where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the order in which the same occur or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate distinct and independent company.

4. The liability of the members is limited. .
5. The share capital of the Company is £[AMOUNT] divided into [NUMBER] shares of [DENOMINATION] each. The Company has power to increase the share capital and to divide the shares (whether original or increased) in that capital into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

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

SUNDER MANSUKHANI
Classic House
174-180 Old Street
London EC1V 9BP

One

LYNN HUGHES
Classic House
174-180 Old Street
London EC1V 9BP

One

DATED: 4th January 1990

WITNESS to the above signatures:

MAURICE GRIFFIN
Classic House
174-180 Old Street
London EC1V 9BP

Amended

The Companies Act 1985

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

-of-

BEAMTONE LIMITED

(Adopted by Special Resolution passed on 9 May 1990)

Incorporated on 6th April 1990

Evershed Wells & Hind
Solicitors
Birmingham B3 3LX

DOC ID: CENTRAL R NO. 3114

- 4.2 Subject to the provisions of Articles 5 and 6 and Section 80 of the Act, all the unissued shares for the time being in the capital of the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms and conditions as they think proper, provided that no shares shall be issued at a discount.
- 4.3 Pursuant to Section 80 of the Act, the Directors are hereby given general authority to allot up to 126,941 Ordinary Shares of 10 pence each in the capital of the Company in accordance with Article 4.2 in addition to shares shown in the Memorandum of Association to have been taken by the subscribers thereto, such authority to expire on 15 May 1995.
5. 5.1 Subject to any direction to the contrary which may be given by the Company by Special Resolution and subject and without prejudice to the provisions of regulation 110 of Table A and Article 5.2 hereof, any shares in the capital of the Company which are for the time being unissued shall be available for issue only as shares identical in all respects to the existing Ordinary Shares of the Company, and shall, before issue, be offered to the members in proportion, as nearly as may be, to the number of shares held by them respectively. The offer, which shall be in writing, shall specify the number of shares offered and the price per share and limit the time (not being less than 14 days after service) within which the offer, if not accepted, will be deemed to have been declined. After the expiration of that time, or on the receipt of an intimation from any person to whom the offer is made that he declines to accept the shares offered or any of them, the Directors shall offer the shares so declined or deemed to have been declined in like manner to such of the other members as accepted the original offer in full. If any of the shares comprised in such further offer are declined or deemed to be declined the Directors may dispose of those shares in such manner as they think most beneficial to the Company.
- 5.2 No shares shall be issued to any infant, bankrupt or person of unsound mind.
- 5.3 The provisions of sub-section (1) of Section 89 and Section 90 of the Act shall not apply to the Company.
6. The Company is a private company to which Section 81 of the Act applies and accordingly:-
- 6.1 any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and
- 6.2 any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company

with a view to all or any of those shares or debentures being offered for sale to the public

is prohibited.

LIEN

7. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

8. Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself, shall for the purpose of these Articles be deemed a transfer.

9. 9.1 The Directors may in their absolute discretion and without assigning any reason therefor refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve, and they may also refuse to register the transfer of a share where the Company has a lien on such share. They may also refuse to register a transfer unless:-

(a) it is lodged at the registered office of the Company or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) it is in respect of only one class of shares; and

(c) it is in favour of not more than four transferees.

- 9.2 No shares may be transferred to any infant, bankrupt or person of unsound mind.

10. 10.1 Subject to the provisions of Article 9:-

10.1.1 any share may be transferred at any time by a member to his spouse or to any issue of that member;

10.1.2 and subject and without prejudice to the provisions of regulation 30 of Table A, any share standing in the name of a deceased member may at any time be (a) transferred by his personal representatives to the widow or widower or any issue of such deceased member or (b) transferred to or placed in the names of his personal representatives or of the trustees for the time being of his Will;

10.1.3 and without prejudice to regulation 5 of Table A, any share may be transferred at any time by a member to any persons who are shown to the satisfaction of the Directors to be the trustees of an approved settlement (as hereinafter defined) and receiving such share in that capacity;

10.1.4 and without prejudice to regulation 5 of Table A, any share which pursuant to the foregoing provisions of this Article 10.1 is standing in the names of the personal representatives or trustees for the time being of the Will of a deceased ex-member or standing in the names of the trustees for the time being of an approved settlement may be transferred at any time (a) to any persons who are shown to the satisfaction of the Directors to be new trustees of that Will or of that settlement or (b) to any widow, widower, spouse or issue of that deceased ex-member or of the person who made that settlement or (c) to such last-mentioned person;

10.1.5 any share may be transferred at any time by a corporation to a member of the same group and, for the purposes of this Article 10.1.5, the expression "a member of the same group" means in relation to the transferor company a company which is for the time being a holding company (as defined in Section 736 of the Act) of the transferor company or a subsidiary (as defined in that Section) of the transferor company or of any such holding company;

10.1.6 any share may be transferred with the agreement in writing of all the members for the time being;

10.1.7 any share comprised in a transfer notice (as defined in Article 11.1) may be transferred by a member to any other member who has agreed to purchase the same through and in accordance with the procedure prescribed in Articles 11.2 and 11.3.

For the purposes of this Article 10.1, the expression "approved settlement" shall mean a settlement made by a member in favour of himself, his spouse or any of his issue or any one or more of them and the expression "member" shall not include any such personal representatives or trustees as are referred to in the foregoing provisions of this Article 10.1.

10.2 The Directors shall register a transfer made in accordance with the foregoing provisions of this Article 10 but, save as aforesaid, none of the shares of the Company shall be transferred except with the approval of the Directors.

The Directors shall have an absolute discretion in giving or withholding such approval and need not assign any reason therefor.

11. Except in the case of a transfer of shares expressly authorised by Articles 10.1.1 to 10.1.6 (inclusive), the right to transfer shares in the Company shall be subject to the following restrictions, namely:-

11.1 Before transferring any interest in any shares the person proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same and the transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price (as hereinafter defined), to any members selected in accordance with the following provisions of this Article 11. The proposing transferor may, unless the transfer notice has been given or deemed to have been given pursuant to any of the provisions of Article 12, withdraw the transfer notice within 7 days after any auditors' certificate is issued in connection with the transfer notice under Article 11.6 but save as aforesaid a transfer notice once given or deemed to be given shall not be revocable except with the consent of the Directors.

11.2 All shares mentioned in any transfer notice shall be offered for sale by the Company at the prescribed price to all members (other than (a) the member by whom or in respect of whose shares the transfer notice has been given or deemed to be given and (b) any member to whom under the provisions of Article 9.2 shares may not be transferred) on the terms that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares. All offers of shares under this Article 11.2 shall be made by notice in writing and every such offer shall limit a time (not being less than 14 days nor more than 21 days) within which the offer must be accepted or in default will lapse.

11.3 11.3.1 If the Company shall within the prescribed period (as hereinafter defined) find members as aforesaid (hereinafter called "purchasers") willing to purchase the shares concerned or any of them and shall give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the prescribed price, to transfer such shares to the respective purchasers thereof. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 7 days nor more than 14 days

after the date of such notice or (where necessary) so soon thereafter as the prescribed price shall have been determined. Provided always that if the transfer notice shall state that the proposing transferor is not willing to transfer part only of his shares comprised in the transfer notice the foregoing provisions of this Article 11.3.1 shall not apply unless the Company shall have found purchasers for in aggregate the whole of such shares.

11.3.2 If in any case a proposing transferor after having become bound to transfer any shares to a purchaser shall make default in transferring such shares the Directors may authorise some person to execute on behalf of and as attorney for the proposing transferor any necessary transfers, and may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register of members as the holder of such shares and hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after the name of the purchaser has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

11.4 If the Company shall not within the prescribed period find purchasers willing to purchase all the shares and give notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, or any of them, the proposing transferor at any time thereafter up to the expiration of 2 months after the prescribed period shall be at liberty to transfer those shares for which the Company has not given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person and at any price (not being less than the prescribed price) but subject to the provisions of Articles 9 and 10.

11.5 The expression "the prescribed period" shall mean a period of 2 months from the date on which the transfer notice is given or deemed to be given or from the date of the auditors' certificate if the prescribed price is referred to the auditors in accordance with Article 11.7.

11.6 The expression "the prescribed price" shall mean such sum (apportioned per share) as shall be agreed upon between the proposing transferor and the Directors or in default of such agreement (or if the transfer notice has been deemed to have been given pursuant to Article 12.2) as shall be certified in writing pursuant to the provisions

of Article 11.7 as being a fair price as between a willing seller and a willing buyer for the shares comprised in the transfer notice calculated on the basis of a valuation of the Company as a going concern at the date of the transfer notice (after taking into account any contingent liability of the Company for taxation on unrealised capital gains & any other contingent taxation liability of the Company) and multiplying such valuation by the fraction the numerator of which shall be the nominal value of the shares comprised in the transfer notice and the denominator of which shall be the nominal value of all the shares of the Company in issue at such date.

- 11.7 If the proposing transferor and the Directors shall be unable to agree the prescribed price within 7 days after the transfer notice has been given (or if the transfer notice has been deemed to have been given pursuant to Article 12.2) the calculation of the prescribed price in accordance with Article 11.6 shall be referred to the Company's auditors acting as experts and not as arbitrators whose decision thereon shall be certified in writing to the proposing transferor and the Directors and be binding on them. The auditors shall be entitled, if thought fit, to obtain professional valuations of any of the Company's assets. The fees and expenses of the auditors (including expenses of any such valuation) shall be borne as to one-half by the proposing transferor and as to the balance among the purchasers of the shares sold pursuant to the transfer notice in proportion to the numbers of the shares purchased by them respectively or if there are no such purchasers such remaining half shall also be borne by the proposing transferor provided that where a transfer notice shall be deemed to have been given pursuant to Article 12.2 the whole of such fees and expenses shall be borne amongst the purchasers of the shares sold pursuant to the transfer notice in proportion to the numbers of the shares purchased by them respectively.

12. 12.1 12.1.1 Subject to the provisions of Article 10, a person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the bankrupt member.
- 12.1.2 Subject to the provisions of Article 10, a person entitled to a share in consequence of the death of a member shall be bound at any time after the expiration of one year from the date of such death, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the deceased member.

12.1.3 Subject to the provisions of Article 10, a member which is a body corporate shall be bound at any time after it has gone into liquidation (not being a liquidation for the purposes only of amalgamation or reconstruction) or similar status in the country of its incorporation, if and when required in writing by a majority in value of the remaining members so to do, to give a transfer notice in respect of all the shares then registered in the name of such member.

12.2 In any case where a transfer notice has been duly required to be given under this Article 12 in respect of any shares and such transfer notice is not given within a period of one month, such transfer notice shall (except and to the extent that a transfer of any of such shares in favour of a person to whom they may be transferred pursuant to Article 10.1 shall have been lodged prior to the expiration of the said period) be deemed to have been given at the expiration of the said period.

ALTERATION OF SHARE CAPITAL

13. The Company may by Special Resolution:-

- (a) increase its share capital by new shares of such amount as the Resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any Meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

15. 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 member or members present in person or by proxy shall be a quorum and will constitute a valid meeting for all purposes" shall be inserted immediately following the words "as the Directors may determine" in regulation 41 of Table A.

16. A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be altered accordingly.
17. The words and figures "Subject to regulation 51 of these regulations" shall be inserted before the words "A poll shall be taken" in regulation 49 of Table A.

VOTES OF MEMBERS

18. Subject to any rights or restrictions attached to any shares, on a show of hands every member entitled to vote who is present in person or by proxy (not being himself a member entitled to vote) or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and, on a poll, each member shall have one vote for every share of which he is the holder.
19. A member shall not be entitled to appoint more than one proxy to attend on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.

NUMBER OF DIRECTORS

20. The number of the Directors (other than alternate directors) shall not be less than 2.

DIRECTORS

21. A Director shall not require a share qualification.
22. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.
23. In addition and without prejudice to the provisions of Section 303 of the Act, the Company may by extraordinary resolution remove any Director from office at any time and may (pursuant to Article 25) by ordinary resolution appoint another Director in his stead but such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

24. The Directors shall not be liable to retirement by rotation and accordingly the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" in regulation 79 of Table A shall not apply to the Company.
25. Without prejudice to the powers of the Directors under regulation 79 of Table A, 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.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

26. The office of a Director shall be vacated if:-

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors; or
- (c) he is, or may be, suffering from mental disorder and either
 - (i) 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
 - (ii) 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; or
- (d) (not being precluded from so doing by the terms of any contract with the Company) by notice in writing he resigns the office of Director; or
- (e) he is removed from office by a resolution duly passed pursuant to Section 303 of the Act or Article 23.

REMUNERATION OF DIRECTORS

27. In addition and without prejudice to regulation 82 of Table A, any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a director may be paid such extra remuneration by way of lump sum, salary, participation in profits or otherwise as the Directors may determine.

DIRECTORS' APPOINTMENTS AND INTERESTS

28. The final sentence of regulation 84 of Table A shall not apply to the Company.

DIRECTORS' GRATUITIES AND PENSIONS

29. The words and figures "Without prejudice to the generality of regulation 70" shall be inserted before the words "The Directors may provide benefits" in regulation 87 of Table A.

PROCEEDINGS OF DIRECTORS

30. 30.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as

they think fit. Unless all Directors indicate their willingness to accept shorter notice of a meeting of Directors, at least 7 clear days' prior notice of the time and place of each meeting of Directors shall be given. Questions arising at any meeting shall be determined by a majority of votes and in the case of equality of votes the Chairman of the meeting shall have a second or casting vote.

30.2 A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of every meeting of the Directors shall be given to every Director in accordance with the provisions referred to in Article 35, but the non-receipt of notice by any Director shall not invalidate the proceedings at any meeting of the Directors.

31. The quorum necessary for the transaction of the business of the Directors shall be two Directors or their respective alternates present throughout the meeting at which the business is to be transacted. If within half an hour from 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, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Director or Directors and/or alternate Director or Directors present shall be a quorum and will constitute a valid meeting for all purposes. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

32. Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

33. Provided a Director declares his interest therein in the manner provided by the Act he may vote as a Director at any meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and if he shall so vote his vote shall be counted, and he shall be counted in the quorum at any such meeting where such a matter is under consideration.

BORROWING POWERS

34. Without prejudice to the generality of regulation 70 of Table A, the Directors may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and, subject to section 80 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

NOTICES

35. 35.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing provided that a notice to a Director need not be in writing if in any case that Director indicates that notice in writing is not necessary.
- 35.2 In regulation 112 of Table A, the words "or by telex or facsimile transmission" shall be inserted before the words "or by sending it by" and the words "first class" shall be inserted before the words "post in a prepaid envelope". The provisions of regulation 112 as so varied shall (mutatis mutandis) apply also to notices to Directors.
- 35.3 Where a notice is sent by first class post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted.

WINDING UP

36. In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

GENERAL

37. A person shall be "a person of unsound mind" for the purposes of Articles 5.2 and 9.2 if he is a person to whom, if he were a Director, the provisions of Article 26(c) would apply.

Certificate No.: 2490139

Chambers

The Companies Act 1985

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

-of-

AIR MOVEMENT GROUP LIMITED

(Adopted by Special Resolution passed on 15 May 1990)
(Amended by Special Resolution passed on 20 Dec 1991)

Incorporated on 6th April 1990

Evershed Wells & Hind
Solicitors
Birmingham B3 3LX

DOC ID: COMPANIA NO. 2063



The Companies Act 1985

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

-of-

AIR MOVEMENT GROUP LIMITED

(Adopted by Special Resolution passed on 15 May 1990)
(Amended by Special Resolution passed on 20th June 1991)

PRELIMINARY

1. The Articles hereinafter contained and, subject as hereinafter provided, the regulations (hereinafter referred to as "Table A") contained in Table A of The Companies (Tables A to F) Regulations 1985 as at the date of incorporation of the Company shall constitute the regulations of the Company. In the case of any variation or inconsistency between these Articles and the regulations in Table A, the provisions of these Articles shall prevail.
2. Regulations 2, 24, 32, 40, 54, 64, 73 to 78 (inclusive), 80, 81, 88, 89, 94 to 97 (inclusive), 111 and 115 of Table A shall not apply to the Company.
3.
 - 3.1 In regulation 1 of Table A the words "and in the articles adopting the same" shall be inserted after the words "In these regulations" and the words "or in the articles adopting the same" shall be inserted after the words "contained in these regulations".
 - 3.2 In the regulations of the Company, where the context so permits, words importing the singular number only shall include the plural number, and vice versa, words importing the masculine gender only shall include the feminine gender, words importing persons shall include corporations and the expression "paid up" shall include credited as paid up.

SHARE CAPITAL

4.
 - 4.1 The share capital of the Company at the time of the adoption of these Articles is £50,000,000 divided into 500,000,000 Ordinary Shares of 10 pence each.

- 4.2 Subject to the provisions of Articles 5 and 6 and Section 80 of the Act, all the unissued shares for the time being in the capital of the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms and conditions as they think proper, provided that no shares shall be issued at a discount.
- 4.3 Pursuant to Section 80 of the Act, the Directors are hereby given general authority to allot up to 126,941 Ordinary Shares of 10 pence each in the capital of the Company in accordance with Article 4.2 in addition to shares shown in the Memorandum of Association to have been taken by the subscribers thereto, such authority to expire on 15th May 1995.
5. 5.1 Subject to any direction to the contrary which may be given by the Company by Special Resolution and subject and without prejudice to the provisions of regulation 110 of Table A and Article 5.2 hereof, any shares in the capital of the Company which are for the time being unissued shall be available for issue only as shares identical in all respects to the existing Ordinary Shares of the Company, and shall, before issue, be offered to the members in proportion, as nearly as may be, to the number of shares held by them respectively. The offer, which shall be in writing, shall specify the number of shares offered and the price per share and limit the time (not being less than 14 days after service) within which the offer, if not accepted, will be deemed to have been declined. After the expiration of that time, or on the receipt of an intimation from any person to whom the offer is made that he declines to accept the shares offered or any of them, the Directors shall offer the shares so declined or deemed to have been declined in like manner to such of the other members as accepted the original offer in full. If any of the shares comprised in such further offer are declined or deemed to be declined the Directors may dispose of those shares in such manner as they think most beneficial to the Company.
- 5.2 No shares shall be issued to any infant, bankrupt or person of unsound mind.
- 5.3 The provisions of sub-section (1) of Section 89 and Section 90 of the Act shall not apply to the Company.
6. The Company is a private company to which Section 81 of the Act applies and accordingly:-
- 6.1 any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and
- 6.2 any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public
- is prohibited.

LIEN

7. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

8. Any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares, to the effect that such shares or any of them be allotted or issued to some person other than himself, shall for the purpose of these Articles be deemed a transfer.

9. 9.1 The Directors may in their absolute discretion and without assigning any reason therefor refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve, and they may also refuse to register the transfer of a share where the Company has a lien on such share. They may also refuse to register a transfer unless:-

(a) it is lodged at the registered office of the Company or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) it is in respect of only one class of shares; and

(c) it is in favour of not more than four transferees.

- 9.2 No share may be transferred to any infant, bankrupt or person of unsound mind.

10. 10.1 Subject to the provisions of Article 9:-

10.1.1 any share may be transferred at any time by a member to his spouse or to any issue of that member;

10.1.2 and subject and without prejudice to the provisions of regulation 30 of Table A, any share standing in the name of a deceased member may at any time be (a) transferred by his personal representatives to the widow or widower or any issue of such deceased member or (b) transferred to or placed in the names of his personal representatives or of the trustees for the time being of his Will;

10.1.3 and without prejudice to regulation 5 of Table A, any share may be transferred at any time by a member to any persons who are shown to the satisfaction of the Directors to be the trustees

of an approved settlement (as hereinafter defined) and receiving such share in that capacity;

- 10.1.4 and without prejudice to regulation 5 of Table A, any share which pursuant to the foregoing provisions of this Article 10.1 is standing in the names of the personal representatives or trustees for the time being of the Will of a deceased ex-member or standing in the names of the trustees for the time being of an approved settlement may be transferred at any time (a) to any persons who are shown to the satisfaction of the Directors to be new trustees of that Will or of that settlement or (b) to any widow, widower, spouse or issue of that deceased ex-member or of the person who made that settlement or (c) to such last-mentioned person;
- 10.1.5 any share may be transferred at any time by a corporation to a member of the same group and, for the purposes of this Article 10.1.5, the expression "a member of the same group" means in relation to the transferor company a company which is for the time being a holding company (as defined in Section 736 of the Act) of the transferor company or a subsidiary (as defined in that Section) of the transferor company or of any such holding company;
- 10.1.6 any share may be transferred with the agreement in writing of all the members for the time being;
- 10.1.7 any share comprised in a transfer notice (as defined in Article 11.1) may be transferred by a member to any other member who has agreed to purchase the same through and in accordance with the procedure prescribed in Articles 11.2 and 11.3;
- 10.1.8 any share may be transferred at any time by a member to the Trustees of the Air Movement Group Limited Employee Share Trust ("the Trustees") set up by a Trust Deed dated 1991 ("the Deed") and made between the Company and Foray 325 Limited and by the Trustees to any employee of the Company or its subsidiaries (as defined in Section 736 of the Act) or subsidiary beneficiary as defined in the Deed; and
- 10.1.9 any share may be transferred at any time between or among the Trustees.

For the purposes of this Article 10.1, the expression "approved settlement" shall mean a settlement made by a member in favour of himself, his spouse or any of his issue or any one or more of them and the expression "member" shall not include any such personal

representatives or trustees as are referred to in the foregoing provisions of this Article 10.1.

10.2 The Directors shall register a transfer made in accordance with the foregoing provisions of this Article 10 but, save as aforesaid, none of the shares of the Company shall be transferred except with the approval of the Directors. The Directors shall have an absolute discretion in giving or withholding such approval and need not assign any reason therefor.

11. Except in the case of a transfer of shares expressly authorised by Articles 10.1.1 to 10.1.6 and 10.1.8 to 10.1.9 (inclusive), the right to transfer shares in the Company shall be subject to the following restrictions, namely:-

11.1 Before transferring any interest in any shares the person proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same and the transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the prescribed price (as hereinafter defined) to any members selected in accordance with the following provisions of this Article 11. The proposing transferor may, unless the transfer notice has been given or deemed to have been given pursuant to any of the provisions of Article 12, withdraw the transfer notice within 7 days after any auditors' certificate is issued in connection with the transfer notice under Article 11.6 but save as aforesaid a transfer notice once given or deemed to be given shall not be revocable except with the consent of the Directors.

11.2 All shares mentioned in any transfer notice shall be offered for sale by the Company at the prescribed price to all members (other than (a) the member by whom or in respect of whose shares the transfer notice has been given or deemed to be given and (b) any member to whom under the provisions of Article 9.2 shares may not be transferred) on the terms that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares. All offers of shares under this Article 11.2 shall be made by notice in writing and every such offer shall limit a time (not being less than 14 days nor more than 21 days) within which the offer must be accepted or in default will lapse.

11.3 11.3.1 If the Company shall within the prescribed period (as hereinafter defined) find members as aforesaid (hereinafter called "purchasers") willing to purchase the shares concerned or any of them and shall give notice in writing thereof to the proposing transferor he shall be bound, upon payment of the prescribed price, to

transfer such shares to the respective purchasers thereof. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 7 days nor more than 14 days after the date of such notice or (where necessary) so soon thereafter as the prescribed price shall have been determined. Provided always that if the transfer notice shall state that the proposing transferor is not willing to transfer part only of his shares comprised in the transfer notice the foregoing provisions of this Article 11.3.1 shall not apply unless the Company shall have found purchasers for in aggregate the whole of such shares.

11.3.2 If in any case a proposing transferor after having become bound to transfer any shares to a purchaser shall make default in transferring such shares the Directors may authorise some person to execute on behalf of and as attorney for the proposing transferor any necessary transfers and may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register of members as the holder of such shares and hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after the name of the purchaser has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

11.4 If the Company shall not within the prescribed period find purchasers willing to purchase all the shares and give notice in writing thereof to the proposing transferor or if the Company shall within the prescribed period give to the proposing transferor notice in writing that the Company has no prospect of finding purchasers of such shares, or any of them, the proposing transferor at any time thereafter up to the expiration of 2 months after the prescribed period shall be at liberty to transfer those shares for which the Company has not given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person and at any price (not being less than the prescribed price) but subject to the provisions of Articles 9 and 10.

11.5 The expression "the prescribed period" shall mean a period of 2 months from the date on which the transfer notice is given or deemed to be given or from the date of the auditors' certificate if the prescribed price is referred to the auditors in accordance with Article 11.7.

11.6 The expression "the prescribed price" shall mean such sum (apportioned per share) as shall be agreed upon between the proposing transferor and the Directors or in default of such agreement (or if the transfer notice has been deemed to have been given pursuant to Article 12.2) as shall be certified in writing pursuant to the provisions of Article 11.7 as being a fair price as between a willing seller and a willing buyer for the shares comprised in the transfer notice calculated on the basis of a valuation of the Company as a going concern at the date of the transfer notice (after taking into account any contingent liability of the Company for taxation on unrealised capital gains and any other contingent taxation liability of the Company) and multiplying such valuation by the fraction the numerator of which shall be the nominal value of the shares comprised in the transfer notice and the denominator of which shall be the nominal value of all the shares of the Company in issue at such date.

11.7 If the proposing transferor and the Directors shall be unable to agree the prescribed price within 7 days after the transfer notice has been given (or if the transfer notice has been deemed to have been given pursuant to Article 12.2) the calculation of the prescribed price in accordance with Article 11.6 shall be referred to the Company's auditors acting as experts and not as arbitrators whose decision thereon shall be certified in writing to the proposing transferor and the Directors and be binding on them. The auditors shall be entitled, if thought fit, to obtain professional valuations of any of the Company's assets. The fees and expenses of the auditors (including expenses of any such valuation) shall be borne by the proposing transferor provided that where a transfer notice shall be deemed to have been given pursuant to Article 12.2 the whole of such fees and expenses shall be borne amongst the purchasers of the shares sold pursuant to the transfer notice in proportion to the numbers of the shares purchased by them respectively.

12. 12.1 12.1.1 Subject to the provisions of Article 10, a person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by a majority in value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of the bankrupt member.

12.1.2 Subject to the provisions of Article 10, a person entitled to a share in consequence of the death of a member shall be bound at any time after the expiration of one year from the date of such death, if and when required in writing by a majority in value of the other members so

to do, to give a transfer notice in respect of all the shares then registered in the name of the deceased member.

12.1.3 Subject to the provisions of Article 10, a member which is a body corporate shall be bound at any time after it has gone into liquidation (not being a liquidation for the purposes only of amalgamation or reconstruction) or similar status in the country of its incorporation, if and when required in writing by a majority in value of the remaining members so to do, to give a transfer notice in respect of all the shares then registered in the name of such member.

12.1.4 Subject to the provisions of Article 10, whenever any member of the Company who is employed by the Company in any capacity or is a director of the Company (or both) ceases to be employed by the Company or to hold office for any reason the directors may at any time, not later than twenty-eight days after his ceasing to be employed or to hold office (as the case may be) resolve that such member do retire, and thereupon he shall (unless he has already given a transfer notice) be bound within such period as may be specified in such resolution to give a transfer notice pursuant to Article 11 in respect of his entire shareholding in the Company. Notice of the passing of any such resolution shall forthwith be given to the member affected thereby.

12.2 In any case where a transfer notice has been duly required to be given under this Article 12 in respect of any shares and such transfer notice is not given within a period of one month, such transfer notice shall (except and to the extent that a transfer of any of such shares in favour of a person to whom they may be transferred pursuant to Article 10.1 shall have been lodged prior to the expiration of the said period) be deemed to have been given at the expiration of the said period.

ALTERATION OF SHARE CAPITAL

13. The Company may by Special Resolution:-

- (a) increase its share capital by new shares of such amount as the Resolution prescribes;
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and

- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any Meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
15. 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 member or members present in person or by proxy shall be a quorum and will constitute a valid meeting for all purposes" shall be inserted immediately following the words "as the Directors may determine" in regulation 41 of Table A.
16. A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be altered accordingly.
17. The words and figures "Subject to regulation 51 of these regulations" shall be inserted before the words "A poll shall be taken" in regulation 49 of Table A.

VOTES OF MEMBERS

18. Subject to any rights or restrictions attached to any shares, on a show of hands every member entitled to vote who is present in person or by proxy (not being himself a member entitled to vote) or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and, on a poll, each member shall have one vote for every share of which he is the holder.
19. A member shall not be entitled to appoint more than one proxy to attend on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.

NUMBER OF DIRECTORS

20. The number of the Directors (other than alternate directors) shall not be less than 2.

DIRECTORS

21. A Director shall not require a share qualification.
22. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

23. In addition and without prejudice to the provisions of Section 303 of the Act, the Company may by extraordinary resolution remove any Director from office at any time and may (pursuant to Article 25) by ordinary resolution appoint another Director in his stead but such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

24. The Directors shall not be liable to retirement by rotation and accordingly the words "and shall not be taken into account in determining the directors who are to retire by rotation at the meeting" in regulation 79 of Table A shall not apply to the Company.
25. Without prejudice to the powers of the Directors under regulation 79 of Table A, 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.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

26. The office of a Director shall be vacated if:-
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
 - (b) he becomes bankrupt or insolvent or makes any arrangement or composition with his creditors; or
 - (c) he is, or may be, suffering from mental disorder and either
 - (i) 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
 - (ii) 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; or
 - (d) (not being precluded from so doing by the terms of any contract with the Company) by notice in writing he resigns the office of Director; or
 - (e) he is removed from office by a resolution duly passed pursuant to Section 303 of the Act or Article 23.

REMUNERATION OF DIRECTORS

27. In addition and without prejudice to regulation 82 of Table A, any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a director may be paid such extra remuneration by way of lump sum, salary, participation in profits or otherwise as the Directors may determine.

DIRECTORS' APPOINTMENTS AND INTERESTS

28. The final sentence of regulation 84 of Table A shall not apply to the Company.

DIRECTORS' GRATUITIES AND PENSIONS

29. The words and figures "Without prejudice to the generality of regulation 70" shall be inserted before the words "The Directors may provide benefits" in regulation 87 of Table A.

PROCEEDINGS OF DIRECTORS

30. 30.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all Directors indicate their willingness to accept shorter notice of a meeting of Directors, at least 7 clear days' prior notice of the time and place of each meeting of Directors shall be given. Questions arising at any meeting shall be determined by a majority of votes and in the case of equality of votes the Chairman of the meeting shall have a second or casting vote.
- 30.2 A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of every meeting of the Directors shall be given to every Director in accordance with the provisions referred to in Article 35, but the non-receipt of notice by any Director shall not invalidate the proceedings at any meeting of the Directors.
31. The quorum necessary for the transaction of the business of the Directors shall be two Directors or their respective alternates present throughout the meeting at which the business is to be transacted. If within half an hour from 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, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Director or Directors and/or alternate Director or Directors present shall be a quorum and will constitute a valid meeting for all purposes. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

32. Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.
33. Provided a Director declares his interest therein in the manner provided by the Act he may vote as a Director at any meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and if he shall so vote his vote shall be counted, and he shall be counted in the quorum at any such meeting where such a matter is under consideration.

BORROWING POWERS

34. Without prejudice to the generality of regulation 70 of Table A, the Directors may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and, subject to section 80 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

NOTICES

35. 35.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing provided that a notice to a Director need not be in writing if in any case that Director indicates that notice in writing is not necessary.
- 35.2 In regulation 112 of Table A, the words "or by telex or facsimile transmission" shall be inserted before the words "or by sending it by" and the words "first class" shall be inserted before the words "post in a prepaid envelope". The provisions of regulation 112 as so varied shall (mutatis mutandis) apply also to notices to Directors.
- 35.3 Where a notice is sent by first class post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted.

WINDING UP

36. In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

GENERAL

37. A person shall be "a person of unsound mind" for the purposes of Articles 5.2 and 9.2 if he is a person to whom, if he were a Director, the provisions of Article 26(c) would apply.

Company N^o. 2490139



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

AIR MOVEMENT GROUP LIMITED

(passed this 30th day of March 1993)

AT an EXTRAORDINARY GENERAL MEETING of the members of the above Company held at Peartree House, Peartree Lane, Dudley, West Midlands, DY2 0QU on the above date the following resolution was duly passed as a **SPECIAL RESOLUTION** of the Company:

SPECIAL RESOLUTION

THAT the name of the Company be changed to Roof Units (Group) Limited.

DATED this 30th day of March 1993

.....
Chairman of Meeting

Barclays Bank
031204
£200.00





**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2490139

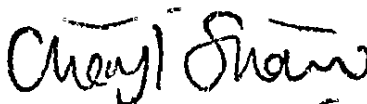
The Registrar of Companies for England and Wales hereby certifies that

AIR MOVEMENT GROUP LIMITED

having by special resolution changed its name, is now incorporated
under the name of

ROOF UNITS (GROUP) LIMITED

Given at Birmingham, the 31st March 1993


CHERYL SHAW

For The Registrar Of Companies



C O M P A N I E S H O U S E

Company No: 2490139

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

ROOF UNITS (GROUP) LIMITED

(passed this 25th day of June 1993)

AT an EXTRAORDINARY GENERAL MEETING of the members of the Company held at Peartree House, Peartree Lane, Dudley, West Midlands, DY2 0QU on the above date the following resolution was duly passed as a **SPECIAL RESOLUTION** of the Company:

SPECIAL RESOLUTION

THAT: With effect from the passing of this resolution, the articles of association of the Company be altered by deleting articles 8, 9, 10 11 and 12 of such articles and substituting therefor a new article 8 as follows:

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

DATED this 25th day of June 1993

.....
Chairman of Meeting

