

A&S Electrical Holdings Limited


The Companies Act 1985 to 1989

Registered No. 3053209

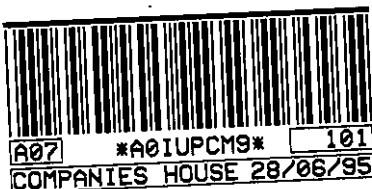
COPY resolution of the type and in the terms specified below as passed by the members of the Company named above at their extraordinary general meeting duly convened and held at 48/56 Victoria Road Leeds LS11 5AQ on Monday 5 June 1995 at 10.00 am.

SPECIAL RESOLUTION

THAT the present Articles of Association be abrogated and thereupon replaced by adopting the new Articles submitted to this meeting and approved without amendment.

  
.....  
Company Secretary

Dated 19<sup>th</sup> June 1995



3053209

**THE COMPANIES ACTS 1985 & 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**-of-**

**A & S ELECTRICAL HOLDINGS LIMITED**

**PRELIMINARY**

- 1.1 The Company is a private company limited by shares and accordingly any offer to the public of shares in or debentures of the Company or any allotment of or agreement to allot shares in or debentures of the Company with a view of their being offered for sale to the public is prohibited.
- 1.2 Subject as hereinafter provided and except where the same are varied by or inconsistent with these presents the Regulations contained in Table A in the Companies (Tables A-F) Regulations 1985 (as amended prior to the adoption of these Articles) (hereinafter called "Table A") shall apply to the Company.
- 1.3 In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

**ALLOTMENT OF SHARES**

- 2.1 All shares in the capital of the Company at the time of the adoption of these Articles for the time being unissued which are relevant securities (as defined in Section 80(2)

of the Act ) shall be under the control of the Directors who are generally and unconditionally authorised to allot, agree to allot, grant options over or convert any security into or otherwise dispose of such shares or any of them at such time or items and on such terms (including time of allotment) as they think fit in the period of five years from the date of adoption of these Articles.

- 2.2 At the expiry of such five year period, the authority contained in Article 2.1 shall expire, but such authority shall allow the Company to make an offer or agreement before the expiry of such authority which would or might require the allotment, grant of options over, conversion of any security into or other disposal of shares after the expiry of such authority, and the Directors may allot, grant options over, convert any security into or otherwise dispose of shares pursuant to any such offer or agreement as if such authority had not expired.

#### LIEN

3. Regulation 8 of Table A shall not apply to the Company. The Company shall have a first and paramount lien on all shares (whether fully paid or partly paid shares) standing registered in the name of any person for all monies presently payable by him or his estate to the Company whether he shall be the sole registered holder or one of several joint holders thereof. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable on it.
4. The registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) thereon.

#### TRANSFER AND TRANSMISSION OF SHARES

- 5.1 Regulation 24 of Table A shall not apply.

5.2 Except as hereinafter provided no share in the Company or any interest therein shall be transferred or otherwise disposed of unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

5.3 Before a member or any other person entitled to be registered in respect of a share or shares of the Company (hereinafter referred to as "the Proposed Transferor") transfers or otherwise disposes of any share or shares registered in his name or any interest therein he shall give notice (hereinafter called "a Transfer Notice") to the Company that he proposes to sell or transfer all (and not some only) of his shares for the time being. Except as hereinafter provided a Transfer Notice once given or deemed to be given shall not be revocable without the written consent of all the members. A Transfer Notice shall constitute the Company the agent of the Proposed Transferor to sell the shares comprised therein (hereinafter referred to as "the Offered Shares") at the fair value fixed under Sub-Article 5.4 and in accordance with the following provisions:-

- (A) upon the fair value being fixed as provided in Sub-Article 5.4 the Company shall forthwith by notice in writing inform each member (other than the Proposed Transferor) of the number and price of the Offered Shares and invite each member to whom such notice is given to apply in writing to the Company within 14 days of the date of despatch of the notice (which shall be specified therein) for such maximum number of the Offered Shares (being all or any thereof) as he shall specify in such application;
- (B) the Directors shall within 7 days after the expiration of the 14 day period referred to in the immediately preceding paragraph notify the Proposed Transferor of the number of Offered Shares if any for which they have found a purchaser or purchasers pursuant to paragraph (A) and if the Directors have found such a

purchaser or purchasers in respect of some only of the Offered Shares the Proposed Transferor shall be entitled to withdraw the Transfer Notice (in whole not in part) within 5 days of such notification but not if the Transfer Notice was given or deemed given as provided in Article 5.5;

- (C) during the six months following the expiry of the period of 7 days referred to in paragraph (B) hereof the Proposed Transferor (whether or not the Transfer Notice has been withdrawn under paragraph (B)) shall be at liberty to transfer to any person or persons approved in writing by members holding not less than ninety per cent in nominal value of the shares other than the Offered Shares (such members to give or withhold such approval within 14 days of notification to them of the Proposed Transferee or Transferees and in default of reply within such period to be deemed to have given approval) at any price not being less than the fair value fixed under Sub-Article 5.4 any share not allocated in accordance with the preceding provisions of this Article PROVIDED THAT if the Proposed Transferor has withdrawn the Transfer Notice under paragraph (B) of this Sub-Article he shall not be entitled save with the written consent of all the other members to sell hereunder less than all the Offered Shares;
- (D) if the said members shall within the period of 14 days referred to in paragraph (A) apply for all or (except where the Transfer Notice is withdrawn as aforesaid) any of the Offered Shares the Directors shall allocate the Offered Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in the case of competition pro rata according to the number of shares in respect of which they are registered or unconditionally entitled to be registered as holders PROVIDED THAT no applicant shall be obliged to take more than the maximum number of

Offered Shares specified by him as aforesaid;

- (E) the Directors shall forthwith give notice in writing of allocations of Offered Shares pursuant to paragraph (D) (hereinafter called an "Allocation Notice") to the Proposed Transferor and to the persons to whom Offered Shares have been allocated and (Provided that the aggregate number of shares so allocated coincides with the number of shares notified to the Proposed Transferor pursuant to paragraph (B)) the Proposed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the fair value thereof. An Allocation Notice shall state the names and addresses of the purchasers and the number of shares agreed to be purchased by them respectively and the purchases shall be completed at such place and such time as shall be specified by the Directors in such Notice being not less than six weeks nor more than eight weeks after the date of such Notice;
- (F) if in any case the Proposed Transferor having become bound as aforesaid makes default in accepting payment of the fair value for any Offered Share or as the case may be in transferring the same the Directors may receive such purchase money and may nominate some person to execute an instrument of transfer of such share in the name and on behalf of the Proposed Transferor and thereafter when such instrument has been duly stamped the Directors shall cause the name of the Purchaser to be entered in the Register of Members as the holder of such share and where applicable shall hold the purchase money in trust without interest for the Proposed Transferor. The receipt of the Directors 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 his name 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.

5.4 The fair value of any shares to be transferred pursuant to the provisions of Sub-Article 5.3 shall be such sum as may be agreed between the Proposed Transferor and the Directors within 7 days of the service upon the Company of a Transfer Notice in which such shares are comprised or in default of such agreement such sum as a Chartered Accountant appointed in the manner described below shall certify in writing to be in his opinion the fair value thereof on the basis of a sale as between a willing vendor and a willing purchaser of the entire issued share capital of the Company on the open market and disregarding the fact that the said shares constitute a minority holding of shares in the Company or that the transfer of shares is restricted by these Articles. Such Chartered Accountant shall be appointed by agreement between the parties within 7 days following the expiration of the period of 7 days referred to above or, failing agreement, shall be appointed on the application of the Proposed Transferor or the Directors by the President for the time being of the Institute of Chartered Accountants in England and Wales. In so certifying such Chartered Accountant shall be deemed to be acting as an expert and not as an arbitrator and the Arbitration Acts 1950 to 1979 (as amended) shall not apply. His certificate shall be final and binding. The Directors shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificates shall be borne by the Company.

5.5 In the event of a resolution being passed or an order being made for the liquidation or dissolution of any member or in the event of the death of any member then the liquidator or any like person in charge of such dissolution ("the Liquidator") or the personal or other legal representatives of a deceased member ("the Representatives") as the case may be shall be bound forthwith to give to the Company a Transfer Notice in respect of all the shares registered in the name of the liquidated or dissolved member and in

default of such Transfer Notice being given within one month of the passing of the said resolution or the making of the said order the Liquidator or the Representatives (as the case may be) shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of Sub-Article 5.3 shall have effect accordingly.

- 5.6 Any member may waive his right to receive a Notice from the Company under Sub-Article 5.3 in respect of any proposed transfer and upon so doing shall cease to have any right of pre-emption in respect of the shares concerned under that paragraph and if all the members entitled waive their rights to such Notice shall do so the provisions of Sub-Article 5.2 shall not apply and the Directors of the Company shall (subject to Sub-Article 5.8) be bound to register a transfer of the shares concerned as a permitted transfer.
- 5.7 The Directors shall refuse to register any proposed transfer of a share other than a transfer pursuant to or permitted by the provisions of this Article 5 and save as provided in Sub-Article 5.8 the Directors shall register any transfer so made or permitted.
- 5.8 The Directors may decline to register the transfer of a share on which the Company has a lien and no share shall be transferred to any infant, bankrupt or person of unsound mind. If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of their refusal.
- 5.9 For the purposes of Sub-Articles 5.3 and 5.4 only, references to the Directors shall be read and construed as those Directors of the Company not appointed by the holders of those shares which are being or proposed to be transferred.

- 5.10 The restrictions on transfer set out in this Article 5 may be waived in respect of any proposed transfer upon written consent to such waiver being given prior to such transfer by all the members (other than the proposed transferor).

#### PROCEEDINGS AT GENERAL MEETINGS

6. Regulation 41 of Table A shall not apply. If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned meeting a quorum is not present within half an hour from the time appointed therefor such adjourned meeting shall be dissolved.
7. Regulation 46 of Table A shall be read and construed as if the words "any member" were substituted for the words "at least two members" in paragraph (b) thereof and paragraphs (c) and (d) thereof were omitted.

#### VOTES OF MEMBERS

8. A proxy shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be modified accordingly.
9. Regulation 59 of Table A shall not apply to the Company. On a poll votes may be given either personally or by proxy or, in the case of a member being a corporation, by its duly authorised representative.

#### DIRECTORS

10. Regulations 64 and 73 to 80 (inclusive) of Table A shall not apply to the Company.

11. Unless and until otherwise determined by ordinary resolution there shall be no maximum number of Directors and the minimum number of Directors shall be two.
12. The Directors of the Company may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following Annual General meeting and if not reappointed at such Annual General Meeting he shall vacate the office at the conclusion thereof.
13. The last sentence of Regulation 84 of Table A shall be omitted.
14. In Regulation 85(c) of Table A there shall be inserted after the words "the interest or benefit" the words "unless the Company by ordinary resolution otherwise directs".

#### ALTERNATE DIRECTORS

15. The last sentence of Regulation 66 of Table A shall be omitted.

#### DIRECTORS' INTERESTS

16. Subject to a Director complying with the provisions of Section 317 of the Act, he shall be entitled to vote at a meeting of Directors in respect of any contract or arrangement in which he is interested and if he does so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present. Regulation 94 of Table A shall be construed accordingly.

#### DISQUALIFICATION OF DIRECTORS

17. A Director shall be required to vacate his office if he

becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 in Table A shall be modified accordingly.

#### PROCEEDINGS OF DIRECTORS

18. Notices of meetings of Directors shall be given to all Directors and to any alternate Directors appointed by them. In regulation 88 of Table A the words commencing "It shall not be necessary" and terminating "absent from the United Kingdom" shall be omitted.
19. Any director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or other means of telephone radio or televisual communication whereby all the persons participating in the meeting can hear each other and any Director or member of a committee participating in such a meeting will be deemed to be present in person at such meeting.

#### NOTICES

20. In Regulation 112 of Table A the words "and who gives to the Company an address within the United Kingdom at which notices may be given to him" and the words "but otherwise no such member shall be entitled to receive any notice from the Company" shall be omitted.

#### WINDING UP

21. In Regulation 117 of Table A there shall be inserted before the words "determine how the division" the words "with the like sanction".

#### SHARE CERTIFICATES

22. In the second sentence of Regulation 6 of Table A the words "shall be sealed with the seal and" shall be deleted. Each

share certificate shall only be issued by authority of the directors, or of a committee of the directors authorised by the directors, and shall bear the signature of one director and the company secretary or a second director.

23. Regulation 101 of Table A shall not apply to the Company. The Company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, and the Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and the Secretary or a second Director.

24. Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company or the proceeds of any insurance policy effected by the Company for such purpose against all costs charges losses expenses and liabilities incurred by him.

Name and address of subscriber:

• JONATHAN MICHAEL HARRY OXLEY

16 Woodland Close

• Goldsborough

Knaresborough HG5 1EG

Solicitor

Dated 25 January 1995

Witness to above signature:

ANTHONY CHARLES PREST

111 Bolling Road

Ben Rhydding

Ilkley LS29 8PN

Solicitor