

THE COMPANIES ACTS 1948 TO 1980

41a

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

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

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

For official use

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

Company number

1846713

Name of company

B & D MORRIS ENGINEERING Limited*

*delete if inappropriate

I, NIGEL LEONARD BLOOD, of 84 Temple Chambers, Temple Avenue, London, EC4Y 0HP

† Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

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

of

B & D MORRIS ENGINEERING Limited*

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at Temple Chambers, Temple Avenue, in the City of London.

Signature of Declarant

the 21st day of AUGUST

One thousand nine hundred and eighty FOUR

before me J.J.A. Cowd A Commissioner for Oaths†

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

The London Law Agency Ltd., Temple Chambers, Temple Avenue, London, EC4Y 0HP.

For official use Mortgage section

Post room

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



21.8.84



THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

B & D MORRIS ENGINEERING LIMITED



1. The Name of the Company is " B & D MORRIS ENGINEERING LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-

(A) To carry on all or any of the businesses of general engineers, designers, manufacturers, assemblers, maintainers, importers, exporters, repairers, installers, hirers, letters on hire, distributors and agents for the sale of, and dealers in engineering equipment, plant, machinery, appliances, components, accessories, tools, jigs, dies and fixtures of all kinds, electrical, electronics, motor, aeronautical, hydraulic, marine, computer and civil engineers, engineering consultants, production planners, prototype designers, draughtsmen, and technicians, designers, distributors, factors, manufacturers and merchants of, and dealers in mouldings, shapings, weldings, pressings, assemblies, repetition work and machined castings, metal founders, converters and moulders, millwrights, metallurgists, boilermakers, smiths and fitters, wiredrawers, tube makers, tin-plate workers, sheet metal manufacturers, workers and dealers, tanners, galvanisers, platers, painters, sprayers, plastic workers and moulders, garage and petrol filling station proprietors, haulage and transport contractors, railway, forwarding, passenger and freight agents, insurance and general commission agents and general merchants; to buy, sell, manufacture, repair, alter, manipulate, and otherwise deal in vehicles, fittings, furnishings, materials, products, articles and things capable of being used for the purpose of the foregoing businesses or any of them, or likely to be required by customers of, or persons having dealings with the Company.

Presented By :-
THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON. EC4Y 0HP

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(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(C) 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.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, 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 borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and 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 with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) 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 Company may determine.

(M) 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 of any company or corporation, with or without deferred or preferred 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 Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(O) 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 and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant 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.

(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(T) 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 be made except with the sanction (if any) for the time being required by law.

(U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

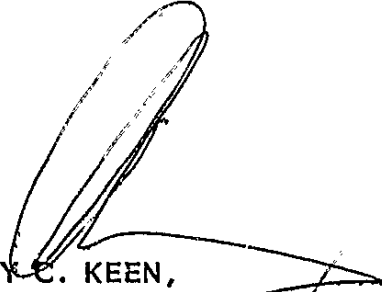
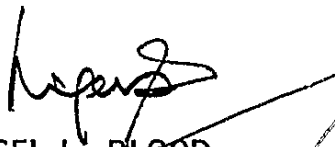
(V) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited. /

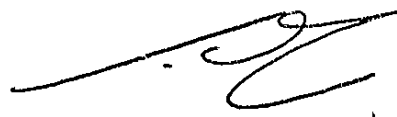
5. The share capital of the Company is £100,000 divided into 100,000 shares of £1 each. /

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
 <p>ROY C. KEEN, Temple Chambers, Temple Avenue, London EC4Y OHP.</p> <p>Company Director.</p>	One
 <p>NIGEL L. BLOOD, Temple Chambers, Temple Avenue, London EC4Y OHP.</p> <p>Company Director.</p>	One

Dated the 1st day of August, 1984.

Witness to the above Signatures:-



J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Company Director.

THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF

B & D MORRIS ENGINEERING LIMITED

PRELIMINARY

1846713 / 4

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1948 (such Table being hereinafter referred to as "Table A") as modified by the Companies Acts 1948 to 1981 (as defined by Section 119 (2) of the Companies Act 1981) shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 3, 10, 11, 24, 75, 77 and 79 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Regulations of the Company.

2. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any Shares in or Debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of 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.

SHARES

3. The Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 14 (10) of the Companies Act 1980) of the Company to such persons and generally on such terms and in such manner as they think fit.

4. (i) The general authority conferred by Article 3 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

(ii) The Directors shall be entitled under the general authority conferred by Article 3 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

5. Section 17 (1) of the Companies Act 1980 shall not apply to any allotment of Shares in the Company.

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

- (A) issue any Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof;
- (B) purchase its own Shares (including any redeemable Shares);
- (C) make a payment in respect of the redemption or purchase under Section 45 or (as the case may be) Section 46 of the Companies Act 1981 of any of its Shares otherwise than out of its distributable profits or the proceeds of a fresh issue of Shares.

7. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) 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 (whether fully paid or not) standing registered in the name of any Member whether solely 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 Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to all dividends payable thereon.

GENERAL MEETINGS

8. Clause 54 of Table A shall be read and construed as if the last sentence ended with the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

DIRECTORS

9. Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A.

10. The first Director or Directors of the Company shall be the person or persons named in the Statement delivered under Section 21 of the Companies Act 1976. If the instrument of appointment of a Director so provides, he shall be a Permanent Director and not subject to retirement by rotation; and Clauses 89 to 94 (inclusive) of Table A shall not apply to any Permanent Director.

11. A Director shall not be required to hold any Share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company; and Clause 134 of Table A shall be modified accordingly.

12. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

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

ALTERNATE DIRECTORS

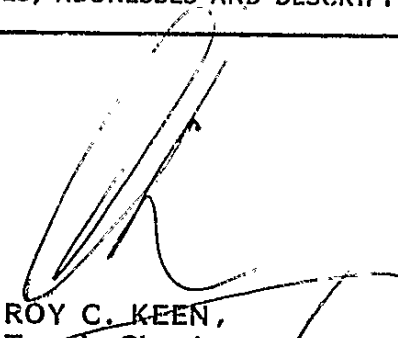
14. Any Director may appoint any person approved by the Board to be an Alternate Director and may at any time revoke any such appointment. An Alternate Director shall be entitled to receive notice of and to attend and vote at Meetings of Directors, but shall not be entitled to any remuneration from the Company. Any appointment or revocation made under this Article shall be in writing under the hand of the Director making the same.

TRANSFER OF SHARES

15. (A) No Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (B) The person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (D) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.
- (C) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.
- (D) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Acts 1950 to 1979 shall not apply.
- (E) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

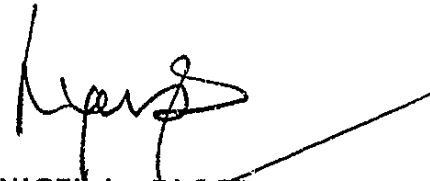
- (F) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (I) hereof, to sell and transfer the Shares, or those not placed, to any person and at any price.
- (G) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the 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.
- (H) In the event of the death or bankruptcy of any Member or in the event of any Member who is in the employment of the Company ceasing from any cause to be in such employment, the Directors may at any time within twelve calendar months thereafter request such Member or (in the event of his death or bankruptcy) his legal personal representative or trustee in bankruptcy to serve the Company with a transfer notice in respect of all the Shares registered in the name of such Member, and if default is made in complying with such request for a period of fourteen days the person in default shall at the expiration of the said period be deemed to have served the Company with a transfer notice in accordance with Sub-Article (B) hereof and to have specified therein the amount paid up on the Shares as the fair value.
- (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.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS



ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Company Director.

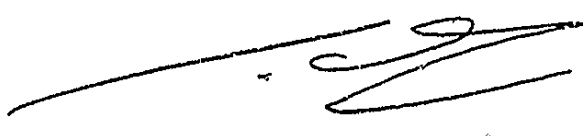


NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Company Director.

Dated the 1st day of August, 1984.

Witness to the above Signatures:-



J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Company Director.

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

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

B9

7/9/84

1

Please do not write in this binding margin

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

Delete if appropriate

To the Registrar of Companies

For official use

1846713 / S

Name of Company

B & D MORRIS ENGINEERING Limited*

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

84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP

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

The London Law Agency Limited
84 Temple Chambers, Temple Avenue, London, EC4Y 0HP

Number of continuation sheets attached (see note 1)

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

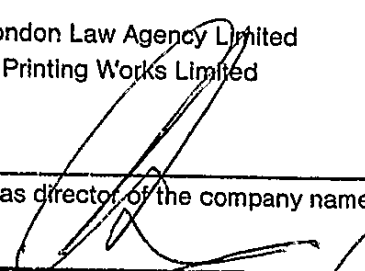
The London Law Agency Limited
84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP
Telephone: 01-353 9471
Telex: 23553

For official use
General Section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Name (note 3) Roy Charles Keen	Business occupation Company Director
Previous name(s) (note 3)	Nationality English
Address (note 4) 84 Temple Chambers, Temple Avenue, London, EC4Y 0HP	Date of birth (where applicable) (note 6)
Other directorships† The London Law Agency Limited West's Printing Works Limited	
I hereby consent to act as director of the company named on page 1	
Signature 	Date 1 AUG 1984

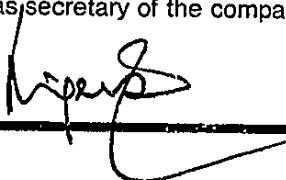
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Important
The particulars to be given are those referred to in section 21 (2) (a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948 as amended by section 95 of the Companies Act 1981.

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

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

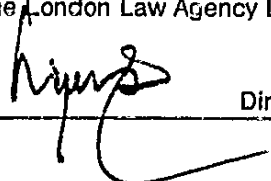
Name (notes 3 & 7) Nigel Leonard Blood
Previous name(s) (note 3)
Address (notes 4 & 7) 84 Temple Chambers, Temple Avenue, London, EC4Y 0HP
I hereby consent to act as secretary of the company named on page 1
Signature 
Date 1 AUG 1984

Important
The particulars to be given are those referred to in section 21(2) (b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948.

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

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

Agents for and on behalf of the Company
The London Law Agency Limited

Signature  **Director** **[Agent]** **Date** 1 AUG 1984

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1846713

I hereby certify that

B & D MORRIS ENGINEERING LIMITED

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

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

7TH SEPTEMBER 1984

A handwritten signature in cursive script, appearing to read 'E. Jones'.

MRS. E. J. JONES

an authorised officer

A

Notice of accounting reference date

2

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

Please do not write in this binding margin



To the Registrar of Companies

For official use

Company number

[Handwritten signature]

1846713

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

Name of company

B + D MORRIS ENGINEERING Limited*

*delete if inappropriate

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

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

Please mark X in the box below if a public company

Day Month
3 1 1 0

31 March
Day Month
3 1 0 3

5 April
Day Month
0 5 0 4

31 December
Day Month
3 1 1 2

Signed *[Signature]* [Director] [Secretary] † Date 3. 10. 84

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

TELEPHONE No. 38721 (7 Lines)
DEACON & CO.
Chartered Accountants
WEST HOUSE, BLACKDOWN
LEAMINGTON SPA
CV31 8QU

For official use
General Section
Post room



The London Law Agency Limited

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP
Company Registration Agents, Printers and Publishers
Tel: 01-353 9471 (10 lines)



THE COMPANIES ACTS 1948 TO 1976

Notice of place where register of members is kept or of any change in that place

103

Pursuant to section 110(3) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin



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

To the Registrar of Companies

For official use

Company number

9

1846713

Name of company

B + D MORRIS ENGINEERING Limited*

*delete if inappropriate

hereby gives you notice in accordance with section 110(3) of the Companies Act 1948 that the register of members is now kept at:

WEST HILL
BLACKDOWN
LEAMINGTON SPA

in lieu of*

[Empty box for in lieu of register location]

where it was previously kept

Signed

[Handwritten signature]

[Director] [Secretary]† Date

3.10.84

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

TELEPHONE NO. 02721 (7 Lines)
D. MORRIS & CO.
Chartered Accountants
W. T. BLACKDOWN
LEAMINGTON SPA

For official use
General section

Post room



†delete as appropriate

1846713

10

B. & D. MORRIS ENGINEERING LIMITED

At an Extraordinary General Meeting of the above named company held at Fleming Road, Harrowbrook Industrial Estate, Hinckley, Leicestershire on the 25th day of January 1985 the following resolutions were passed as an Ordinary Resolution and Special Resolution respectively.

ORDINARY RESOLUTION

That the authorised share capital of the company be and is hereby altered by the conversion of 16,000 Ordinary Shares of £1 each into 16,000 non-cumulative Preferred Ordinary Shares having attached the rights and privileges set out in the Articles of Association of the Company as proposed to be amended by the Special Resolution set out below.

SPECIAL RESOLUTION

That the Articles of Association of the Company be and they are hereby amended as follows:-

By redesignating Article 3 as Article 3(A) and by inserting the following new Articles:-

3 B. The Share Capital of the Company at the date of the adoption of this Article is £100,000 divided into 16,000 Non-Cumulative Preferred Ordinary Shares (in these Articles referred to as "Preferred Ordinary Shares") of £1 each and 84,000 Ordinary Shares of £1 each.

The rights attaching to the said respective classes of shares shall be as follows:-

(i) As regards income.

(a) The profits which the Company may determine to distribute in respect of any financial year shall be applied in the first place in paying to the holders of the Preferred Ordinary Shares as a class a fixed non-cumulative preferential dividend of a net sum after tax at standard rate equal to 70% of the total subscription price paid therefor (hereinafter in these Articles referred to as "the Fixed Dividend") such dividend to be payable

12 FEB 1985

half yearly on the First day of August
and the First day of February

and to be distributed amongst the holders of the Preferred Ordinary Shares pro rata according to the Preferred Ordinary Shares held by them respectively.

(b) The holders of the Preferred Ordinary Shares as a class shall also be entitled in respect of each financial year of the Company to a non-cumulative preferential dividend (hereinafter in these Articles referred to as "the Participating Dividend") of a net sum after tax at standard rate equal to 3.5% of the net profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relative financial year provided that there shall be deducted from the said amount a sum equal to the total of any Fixed Dividend paid under sub-paragraph (a) above; the Participating Dividend (if any) shall be payable not more than 14 days after the Annual General Meeting at which the Audited Accounts of the Company for the relative financial year are adopted and shall be distributed amongst the holders of the Preferred Ordinary Shares pro rata according to the amounts paid up or credited as paid up on the Preferred Ordinary Shares held by them respectively

(c) For the purpose of calculating the Participating Dividend the expression "net profit" shall mean the net profit of the Company and its subsidiaries as shown by the Audited Consolidated Profit and Loss Account of the Company and its subsidiaries for the relative financial year (but the said amount shall be subject to such adjustment as may be necessary to ensure that the net profit is calculated to the nearest fl:-

(1) Before any provision is made for the payment of any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to Reserve;

(2) Before there has been deducted any corporation tax (or any other tax levied upon or measured by profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;

(3) Before there has been deducted any sum in respect of emoluments and pensions payable to the Directors of the Company or of any subsidiary.

(d) Subject to payment of the dividends referred to in sub-paragraphs (a) and (b) above any further profits which the Company may determine to distribute in respect of any financial year shall be applied in paying a dividend to the holders of the Ordinary Shares in the Company

(ii) As regards capital.

On a return of assets on liquidation or otherwise, the surplus assets of the Company remaining after the payment of its liabilities shall belong to and be distributed amongst the holders of the Preferred Ordinary Shares and Ordinary Shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the Preferred Ordinary Shares and Ordinary Shares held by them respectively


3. C. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of the shares of that class but not otherwise. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present those Members who are present shall be a quorum), and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively Provided that, without prejudice to the

generality of this Article, the special rights attached to the Preferred Ordinary Shares shall be deemed to be varied;-

- (i) by any alteration or increase or reduction of the authorised or issued capital of the Company or of any of its subsidiaries, or by any variation of the rights attached to any of the Shares for the time being in the capital of the Company or of any of its subsidiaries; or
- (ii) by the sale of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof; or
- (iii) by any alteration or relaxation of the restrictions on the powers of the Directors of the Company and its subsidiaries to borrow give guarantees or create charges; or
- (iv) by the application by way of capitalization of any sum in or towards paying up any debenture or debenture stock (whether secured or unsecured) of the Company; or
- (v) by the calling of a Meeting of the Company for the purpose of considering a resolution for the winding up of the Company"

3.D. The holders of Preferred Ordinary Shares shall have no right to vote at a general meeting of the Company.

Dated this 25th day of January 1985

..........

Derrick William Morris - Chairman.



Notice of new accounting reference date given during the course of an accounting reference period

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

1846713

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

Name of company

* B & J MORRIS ENGINEERING LIMITED

* Insert full name of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Note Please read notes 1 to 5 overleaf before completing this form

Day Month

3 1 0 1

† delete as appropriate

The current accounting reference period of the company is to be treated as [shortened][extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

3 1 0 1 1 9 8 6

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

See note 4c and complete as appropriate

The company is a [subsidiary][holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

Signed

[Handwritten signature]

[Director][Secretary]† Date

13.8.82

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

TELEPHONE No. 38721 (7 Lines) DEACON & CO. Chartered Accountants W. T HILL, BLACKDOWN LEAMINGTON SPA CV32 6QU

For official Use General Section

Post room



Number of Company: 1846713

112
THE COMPANIES ACT, 1985

SPECIAL RESOLUTION

OF

B & D MORRIS ENGINEERING LIMITED

Passed the 25th day of September, 1985

At an Extraordinary General Meeting of the above-named Company duly convened and held at Fleming Road, Harrowbrook Industrial Estate, Hinckley, Leicestershire on Wednesday, the 25th day of September, 1985 the following Special Resolution was duly passed:-

CONVERSION OF SHARE CAPITAL

That 16,000 of the unissued shares of £1 each in the Company be converted into 100 Non-Cumulative Preference Shares of £1 each making the new authorised capital of the Company 84,000 Ordinary Shares of £1 each and 16,000 100% Non-Cumulative Preference Shares of £1 each.

- (1) The 100% Non-Cumulative Preference Shares shall confer the right to a fixed preferential dividend at the rate of 100% per annum on the amounts for the time being paid up thereon. The said dividend shall rank for payment in priority to the payment of a dividend on any other shares of the Company and shall be payable as follows:-
 - (a) On 30th September 1985 a dividend for the 8 months from 1st February 1985 to 30th September 1985.
 - (b) On 31st January 1986 a dividend for the 4 months from 1st October 1985 to 31st January 1986.
 - (c) Thereafter at six monthly intervals on 31st July and 31st January.
- (2) The 100% Non-Cumulative Preference Shares shall on a winding up or other repayment of capital entitle the holders to have the assets of the company available for distribution among the members applied, in priority to any other class of shares, in paying to them pari passu the capital paid on such shares.
- (3) The 100% Non-Cumulative Preference Shares shall not confer the right to any further or other participation in the profits or assets of the company.



CONVERSION OF SHARE CAPITAL
(Cont/d....)

- (4) The 100% Non-Cumulative Preference Shares shall not entitle the holders to receive notice of or attend or vote at any general meeting unless either:
- (a) At the date of the notice convening the meeting the dividend on the 100% Non-Cumulative Preference Shares is more than six months in arrears in which case they shall be entitled to receive notice of and to attend and vote at all general meetings held before the payment of such arrears, or
 - (b) The business of the meeting includes the consideration of a resolution for:
 - (i) winding up the company or reducing its share capital, or
 - (ii) the sale of the undertaking of the company, or
 - (iii) altering the objects of the company, or
 - (iv) varying or abrogating any of the special rights or privileges attached to the 100% Non-Cumulative Preference Shares.

in which case they shall be entitled to vote on any such resolution, but on no other resolution proposed at the meeting.



B.A. MORRIS
CHAIRMAN

1846713/ISA
CERTIFIED TRUE COPY.
Kundert & Co.

DATED 1st February 1985

BETRAM ALFRED MORRIS

DERRICK WILLIAM MORRIS

YVONNE RENEE MAVIS MORRIS

HAZEL MORRIS

-and-

DUNCAN BLAINE MORRIS

-to-

B. & D. MORRIS ENGINEERING
LIMITED

A G R E E M E N T

For the sale of business carried on by B. & D.
Morris Engineering at Fleming Road, Harrowbrook
Industrial Estate, Hinckley, Leicestershire.

Kundert & Co.,
Solicitors,
Coventry.

CLASSIFIED
- 7 JAN 1987
CRO

*inc to
646/85/W1
2/1520
co.2
ge 15/7
1400
by transfer*

THIS AGREEMENT is made the first day of February One thousand nine hundred and eighty five

BETWEEN BERTRAM ALFRED MORRIS of "Sunnyside" Roadly House Farm Leicester Road Sharnford Leicestershire

MORRIS of "Gittshayne" North Road South Kilworth Leicestershire YVONNE RENEE MAVIS MORRIS of

in-Furness Cumbria HAZEL MORRIS of "White Croft" Muir Road Prestwick Scotland and DUNCAN BLAINE MORRIS of

Sapcote Leicestershire carrying on business in part engineers at Fleming Road Harrowbrook Industrial Estate Hinckley

Leicestershire under the style or firm of B. & D. Morris Engineering (hereinafter called "the Vendors") of the one part and B. & D. MORRIS

ENGINEERING LIMITED having its registered office at Fleming Road aforesaid (hereinafter called "the Company") of the other part

WHEREAS The Company was on the 7th September 1984 incorporated under the Companies Acts 1948 to 1981 as a private company with a nominal capital of £100,000 divided into 84,000 Ordinary Shares of £1 each and 16,000 non cumulative Preferred Ordinary Shares of £1 each for the object of acquiring and carrying on the said business of the Vendors

NOW IT IS HEREBY AGREED as follows:-

1. The Vendors will sell and the Company will purchase the said business of the Vendors as a going concern as from the date hereof and all the assets thereof including

- (i) Goodwill
- (ii) The fixed plant and machinery and other fixtures in the factory premises occupied by the said business at Fleming Road aforesaid
- (iii) The benefit of all subsisting contracts
- (iv) The stock in trade movable plant and machinery motor vehicles books of account books of reference to customers and other books documents and effects



- (v) Trademarks designs patents and licences and policies of insurance of any kind (subject where necessary to the consent of the office)
 - (vi) Debts due to the vendors cheques bills or notes or securities for the same
 - (vii) Cash in hand and on current account at the Bank
 - (viii) All other property and assets of the Vendors relating to the said business
2. (1) The Vendors and each of them hereby warrant to the Company (subject to written disclosure) :-
- (a) That the balance sheet and profit and loss account of the said business for the year ending 31st October 1983 (copies of which have been furnished to the company) give a true and fair view of the financial position of the said business as at that date;
 - (b) That since the said date the said business has been carried on by the Vendors in the ordinary manner and that there have been no alterations in the assets and liabilities of the said business as disclosed in the said balance sheet other than minor alterations arising in consequence of the carrying on of the said business as aforesaid
 - (c) That the plant machinery stock-in-trade motor vehicles and other chattels hereby agreed to be sold are the property of the vendors and are not subject to any charge lien bill of sale hire purchase agreement or any other incumbrance whatsoever;
 - (d) That the Vendors are not concerned in any actions or proceedings current or pending in connection with the said business and that so far as they are aware no cause of action has arisen or accrued against them in connection with the said business

(e) That the terms of all service agreements or contracts of employment under which the employees of the said business are employed and all matters relevant in determining the rights of such employees to redundancy payments or compensation have been disclosed to the Company and that the Vendors will not pending completion enter into any further such agreements or contracts;

(f) That the Vendors have not entered into any contracts in connection with the said business which are of an onerous nature;

(g) That the Vendors have made full disclosure concerning all matters relating to the said business upon which inquiry has been made to the company;

(2) The said warranties shall continue to have effect notwithstanding completion of the said purchase.

3. The Company shall pay satisfy and discharge all the mortgage and other debts and liabilities of the Vendors in respect of the said business (except any liability of the Vendors in respect of income tax or capital gains tax) subsisting on the date aforesaid and shall indemnify the Vendors against all actions proceedings claims and demands in respect thereof

4. The consideration for the said sale is a sum equivalent to the amount standing to the credit of the combined capital accounts of the vendors in the partnership business at the date hereof (hereinafter called "the combined capital accounts") which shall be satisfied

(i) as to £40,000 by the issue to the said Bertram Alfred Morris Derrick William Morris and Duncan Blaine Morris or their nominees a total of 24,000 Ordinary Shares of £1 each and to the said Yvonne Renee Mavis Morris and Hazel Morris or their nominees a total of 16,000 Non-Cumulative

Preferred Ordinary Shares of £1 each in the capital of the Company The allotments subject to the above provisions concerning class of share to be made in the following proportions

Derrick William Morris	30%
Bertram Alfred Morris	28%
Estelle Renee Maria Morris	20%
Hazel Morris	20%
Duncan Blaine Morris	2%

- (ii) as to the balance of the combined capital accounts (after deducting the sum of £40,000 satisfied as aforesaid) by creation of loan accounts in favour of the respective vendors in the proportions which their partnership shares bear to each other namely the percentages mentioned in (i) above

The Vendors hereby authorise and direct the Company to allot the numbers of shares set out opposite the respective names of the Vendors and their nominees in the schedule hereto at the date hereof and to make further allotments as notified by the Vendors in their absolute discretion upon ascertaining the exact amount of the combined capital accounts

5. The Purchase shall be completed on the _____ day of _____ 1985 at the offices of _____

at which time and place the Company shall hand to the Vendors certificates for the said shares and the Vendors and all other necessary parties shall execute and do all such deeds and things as may be necessary for effectually vesting the said business and assets in the company

6. Until actual completion the vendors shall carry on the said business as a going concern on behalf of the Company and shall account to and be indemnified by the Company accordingly

10. The Company shall before completion make to each employee of the Vendors in the said business an offer in writing to renew the employee's contract of employment or re-engage the employee under a new contract as from the date of termination of the employee's present

contract of employment and every such offer shall either be such that the provisions of the contract as renewed or the new contract as the case may be as to the capacity and place of employment and as to the other terms and conditions of employment will not differ from the corresponding provisions of the employee's existing contract of employment (the terms of which have been disclosed to the company) as in force immediately before its termination or shall be an offer constituting an offer of suitable employment for the purpose of Sections 2(4) and 13(3) of the Redundancy Payments Act 1965 The Company shall keep the Vendors indemnified against all claims by any of the said employees arising out of the termination of their employment with the vendors

11. The costs of all parties of and incidental to this agreement the formation and registration of the company the lease of the factory premises to the company shall be borne by the company

12. The company shall file this agreement and any return or further agreement that may be necessary with the Registrar of Companies within the time therein prescribed

IN WITNESS whereof the Vendors have set their hands and seals and the Common Seal of the Company was hereunto affixed the day and year first before written

THE SCHEDULE

<u>Name of Recipient of Shares</u>	<u>Number of Shares</u>	
	<u>Ordinary</u>	<u>Non-Cumulative Preferred Ord.</u>
Derrick William Morris	11190	
June Morris	1	
Rebecca Lynne Morris	1	
Sadie Lee Morris	1	
Benjamin Luke Morris	1	
Bertram Alfred Morris	11190	
Rachel Louise Morris	1	

Name of Recipient of Shares

Number of Shares

Ordinary Non-Cumulative Preferred Ord.

Duncan Blaine Morris

800

Yvonne Renee Mavis Morris

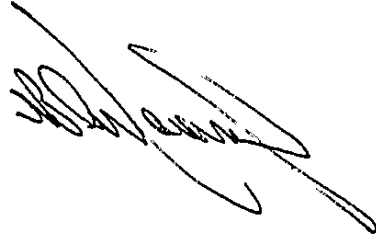
8000

Hazel Morris

8000

SIGNED SEALED AND DELIVERED by)
the said BERTRAM ALFRED MORRIS)
in the presence of:-)

*Per Shingleton
Spector
Alberstone*



SIGNED SEALED AND DELIVERED by)
the said DERRICK WILLIAM MORRIS)
in the presence of:-)

*Per Shingleton
Spector
Alberstone*



SIGNED SEALED AND DELIVERED by)
the said YVONNE RENEE MAVIS)
MORRIS in the presence of:-)

*Per Shingleton
Spector
Alberstone*

Y R Mavis

SIGNED SEALED AND DELIVERED by)
the said HAZEL MORRIS in the)
presence of:-)

*Per Shingleton
Spector
Alberstone*

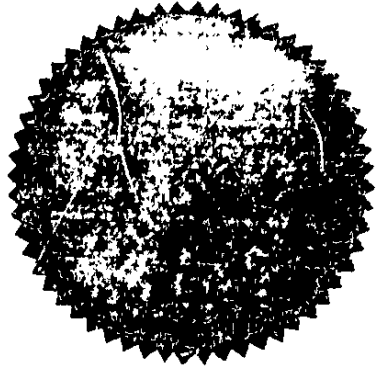
H MORRIS

SIGNED SEALED AND DELIVERED by)
the said DUNCAN BLAINE MORRIS)
in the presence of:-)

*Per Shingleton
Spector
Alberstone*



THE COMMON SEAL of B. & D. MORRIS)
ENGINEERING LIMITED was hereunto)
affixed in the presence of:-)



[Handwritten signature]

Director

[Handwritten signature]

Secretary

lative
Ord.




THE COMPANIES ACTS 1985 to 1989

B & D MORRIS ENGINEERING LIMITED

AT AN EXTRAORDINARY GENERAL MEETING of the above named Company held at 3 Copthall House, Station Square, Coventry on 13 December 1994 at 11.30 a.m. the following resolution was passed as a Special Resolution:-

SPECIAL RESOLUTION

That henceforth the 100% Non-Cumulative Preference Shares of £1 each in the capital of the Company shall not enjoy voting rights of any description in any circumstances whatsoever and the rights attaching to these Shares shall be as if the words in paragraph 4 of the Special Resolution passed on 25th September 1985 commencing "unless either" to the end were deleted.



.....
Chairman

