

**THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

Memorandum of Association

- of -

BRIGHTNIGHT LIMITED

- (1) **The name of the Company is:-**

BRIGHTNIGHT 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:-**

To act as promoters, proprietors, operators, managers and consultants for all kinds of fireworks displays, processions and all other kinds of leisure, amusement and similar activities.

- (4) **In furtherance of the Objects but not otherwise the Company may exercise the following powers:**

- (a) **To buy, sell, import, export, manufacture and deal in all kinds of goods, stores and equipment whether in connection with any of the above activities or otherwise and to act as agents for all purposes.**

- (b) **To carry on any other business which may seem to the Board of Directors capable of being carried on conveniently in connection with or ancillary to any business which the Company is authorised to carry on.**

- (c) To apply for, purchase or otherwise acquire any patents, licenses, concessions, privileges and like rights, conferring a non-exclusive or exclusive or limited right to use; or any secret or other information as to any invention which may seem to be capable of being used for any of the purposes of the Company.
- (d) To purchase, take on lease or in exchange, or hire or otherwise acquire any lands, houses, buildings, rights, machinery, plant and any real or personal property or properties and chattels which the Board of Directors may think to be convenient or suitable for any purposes of the Company's business, and to purchase or otherwise acquire all or any of the business, property or liabilities of any person or company carrying on any business similar to that which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, whether fully paid or otherwise, or in any other manner.
- (e) To sell, improve, manage, develop, lease, mortgage, let, charge, dispose of, turn to account or otherwise deal with all or any part of the undertaking or property or rights of the Company.
- (f) To form, promote, subsidise and assist companies, syndicates and partnerships of all kinds which may be of assistance to the Company for any of the purposes of its business or which may have objects similar wholly or in part to the objects of the Company, whether directly or indirectly, and to subscribe for, and take any shares, stock, debentures, debenture stock or other obligations of any other companies, syndicates or partnerships.
- (g) To make, draw, accept, endorse, negotiate, discount and execute bills of exchange, promissory notes or other negotiable instruments.

- (h) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company and to remunerate any person or company for services rendered in placing or assisting to place debentures or other security of the Company, or in or about the formation or promotion of the Company or conduct of its business.**
- (i) To amalgamate with any other company with objects all or any of which are similar to the objects of the Company in any manner whatsoever (whether with or without a winding up of the Company).**
- (j) To support or subscribe to any charitable object or any institution and to give assistance to any person who is serving or who has served the Company, whether as Director, employee or otherwise, and his family or dependants, to make payments towards insurance, and to establish, form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools and other institutions for the benefit of any such persons aforesaid.**
- (k) To invest and deal with any of the moneys of the Company not immediately required for its operation in such manner, with or without security as the Directors may determine.**
- (l) To procure the Company to be registered or recognised in any country or place abroad.**
- (m) To erect, construct, alter and maintain any plant, machinery, buildings or other structures which may be convenient for the business of the Company.**
- (n) To enter into any arrangement with any Government or other authority and to obtain from any such body all rights, concessions and privileges which may seem conducive to any of the Company's businesses.**
- (o) To carry on all or any of the objects of the Company in any part of the world either alone or as principals or as agents, trustees, contractors, sub-contractors or in partnership or conjunction with any other person, firm, association, company or other body, or through agents or trustees, or by means of any subsidiary or auxiliary company or otherwise.**

- (p) To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.**

It is hereby declared that the word “Company” in this clause, except where used in reference to his Company, shall be deemed to include any partnership or body of persons, whether incorporated or not, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereinafter to be formed. It is also expressly declared that each sub-clause of his clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

- (5) The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, provided that nothing herein shall prevent any payment in good faith by the Company:-**
 - (a) Of interest on money lent by any member of the Company or its Directors at a reasonable and proper rate per annum.**
 - (b) To any Director of the Company of reasonable out-of-pocket expenses.**
 - (c) To a company of which a member or director of the Company may be a member holding not more than one hundredth part of the capital of such company.**
 - (d) The liability of the Members is limited.**

- (7) Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the time that he or she is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding in the case of any Member the sum of £1.**

- (8) If upon the winding up or dissolution of the Company there remains after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other society, institution or organisation having objects similar to those of the Company and which shall prohibit the distribution of its or their income or property amongst its or their members to an extent at least as great as imposed on the Company by Clause 4 hereof such society, institution or organisation to be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.**

- (9) True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Company and subject to any reasonable restrictions that may be imposed in accordance with the regulations of the Company for the time being in force shall be open to the inspection of the Members.**

I, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Name and address of Subscriber

**Clifford Donald Wing
Regis House
134 Percival Road
Enfield
Middlesex
EN1 1QU**

WITNESS TO THE ABOVE SIGNATURE:-

**RWL Registrars Limited
Regis House
134 Percival Road
Enfield
Middlesex
EN1 1QU**

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

BRIGHTNIGHT LIMITED

PRELIMINARY

- 1. The Company is a private company, and the regulations contained or incorporated by reference in Table A in Statutory Instrument 805 of 1985, save in so far as they are hereinafter excluded or modified shall be, together with these Articles, the regulations of the Company.**

REGISTERS

- 2. The Directors shall cause the following registers to be kept at the registered office of the Company:-**
 - (a) a Register of Directors.**
 - (b) a Register of the interests of the Directors in debentures of the Company or its associated companies.**
- 3. The Directors shall cause such registers as are kept under the provisions of Article 2 hereof to be completed and made available for inspection in accordance with the provisions of the Act.**

SEAL

- 4. Clause 101 in Table A shall be amended by the addition of the following words at the end of the Clause: “or by some other person appointed by the Directors for this purpose”.**

DIRECTORS

- 5. A person may be appointed or elected as Director, whatever his age, and no Director shall be obliged to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age. All Directors must also hold the office of Director in the Company known as Cliffe Bonfire Limited.**

- 6. A Director may vote in respect of any contract or arrangement in which he is interested and may form part of the quorum for any meeting at which such voting occurs. Clauses 94, 95, 96 and 98 in Table A shall not apply to the Company; and Clause 97 in Table A shall apply as though the words “except that concerning his own appointment” were omitted.**

- 7. Until otherwise determined by the Company in General Meeting, the number of Directors (other than Alternate Directors) shall be not less than one nor more than five. So long as the minimum number remains fixed at one, a sole Director may exercise all the powers vested in the Directors generally. Clauses 89 and 90 in Table A shall be modified accordingly, and Clause 64 in Table A shall not apply to the Company.**

Name and address of Subscriber

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