

12626 ENT 2/10

Certificate

Form No. 25.



The

Emmery and Honey Stanton  
Granite

COMPANY, LIMITED.

72254  
30 NOV 1894

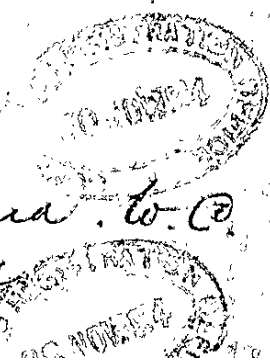
STATEMENT of the Nominal Capital made pursuant to s. 11 of 51 Vict.,  
8, Customs and Inland Revenue Act, 1888. (NOTE.—The Stamp Duty on the  
Nominal Capital is Two Shillings for every £100 or fraction of £100.)

This statement is to be filed with the Memorandum of Association, or other Document,  
the Company is registered.

ated for registration by

Tenn & Woodcock

15 New Inn Strand, W.C.  
Solicitors



The NOMINAL CAPITAL of the Enderby and Stoney

Granite Company, Limited,

is £ 50,000 divided into 5,000 shares of £ 10 each.

Signature P. Marshall  
Stone Merchant  
and House  
125 Kensington  
Description Director

Date 30<sup>th</sup> November 1894

This statement should be signed by an Officer of the Company.

"The Companies Acts, 1862 to 1890."

COMPANY LIMITED BY SHARES.

# Memorandum

AND

# Articles of Association

OF THE

# ENDERBY & STONEY STANTON GRANITE COMPANY, LIMITED.

Incorporated the \_\_\_\_\_ day of \_\_\_\_\_, 1894.

Solicitors:

VENN & WOODCOCK,

15, NEW INN, STRAND, W.C.

FREER, BLUNT, & Co.,

LEICESTER.

FLOWERDEW & CO.,

PUBLIC COMPANIES' REGISTRATION AGENTS, PRINTERS AND STATIONERS,  
114A, CHANCERY LANE, LONDON, W.C.

*"The Companies Acts, 1862 to 1890."*

COMPANY LIMITED BY SHARES.

# Memorandum

AND

# Articles of Association

OF THE

**ENDERBY & STONEY STANTON GRANITE  
COMPANY, LIMITED.**

Incorporated the \_\_\_\_\_ day of \_\_\_\_\_, 1894.

Solicitors:

VENN & WOODCOCK,  
15, NEW INN, STRAND, W.C.  
FREER, BLUNT, & Co.,  
LEICESTER.

FLOWERDEW & CO.,  
PUBLIC COMPANIES' REGISTRATION AGENTS, PRINTERS AND STATIONERS,  
114A, CHANCERY LANE, LONDON, W.C.

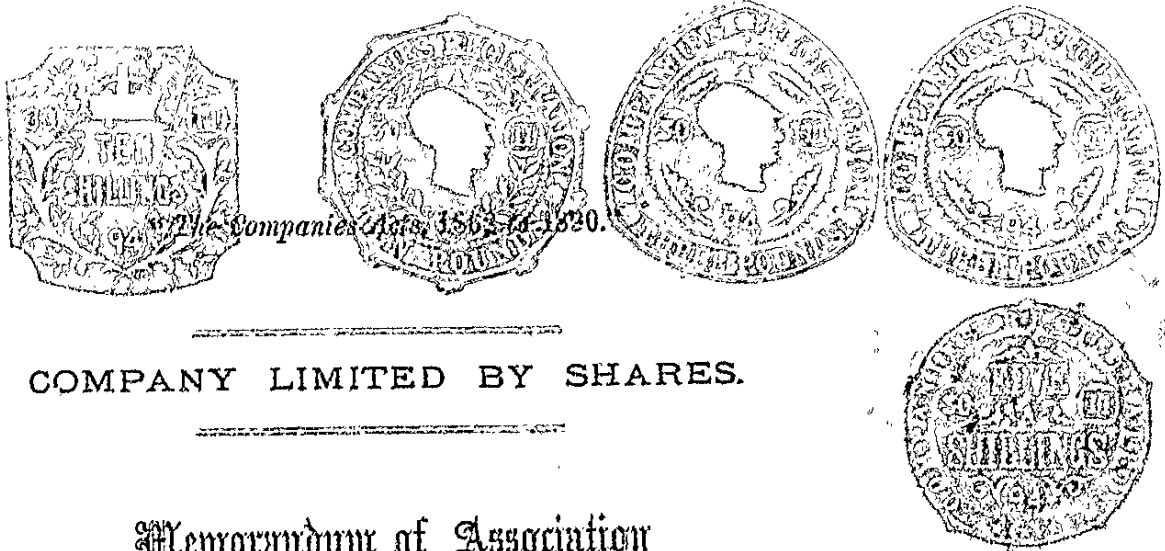
# CONTENTS.

## MEMORANDUM OF ASSOCIATION:—

	CLAUSE	PAGE
Name of Company - - - - -	1	3
Registered Office - - - - -	2	3
Objects of the Company - - - - -	3	3
Limitation of Liability - - - - -	4	6
Statement as to Capital - - - - -	5	6
Agreement, with Names, &c., of Subscribers - - - - -		7

## ARTICLES OF ASSOCIATION:—

	ARTICLE	PAGE
Interpretation and Preliminary - - - - -	1—3	9—10
Shares - - - - -	4—12	10—11
Transfer and Transmission of Shares - - - - -	13—19	11—12
Lien - - - - -	20—24	12—13
Forfeiture of Shares - - - - -	25—30	13—15
Capital and Calls on Shares - - - - -	31—37	15—16
Fully paid-up Shares - - - - -	38	16
General Meetings - - - - -	39—45	17—18
Proceedings at General Meetings - - - - -	46—55	18—19
Votes of Members - - - - -	56—62	20—21
Directors - - - - -	63—68	21—22
Powers of Directors - - - - -	69—71	22—24
Disqualification of Directors - - - - -	72	24
Directors' Interest in Contracts - - - - -	73—75	24—25
Rotation of Directors - - - - -	76—83	25—26
Proceedings of Directors - - - - -	84—92	26—27
Secretary - - - - -	93	27
Solicitors - - - - -	94	28
Preference and Deferred Shares - - - - -	95—96	28
Dividends - - - - -	97—103	28—29
Reserved Funds - - - - -	104	29
Accounts - - - - -	105—108	29—30
Audit - - - - -	109—117	30—31
Notices - - - - -	118—120	31
Winding-up - - - - -	121	32
Indemnity of Directors and Others - - - - -	122	32

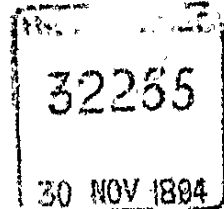


COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF THE

# ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED.

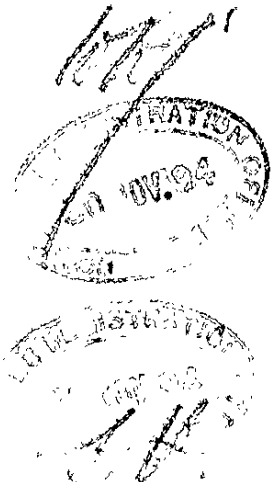


1. The name of the Company is "THE ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The Objects for which the Company is established are—

(a) To acquire and take over as a going concern the business of Granite Quarry Proprietors and Granite Merchants, now carried on at Naroorough and elsewhere, in the county of Leicester, by BENJAMIN NOWELL and JOSEPH ROBSON, under the firm or style of "THE ENDERBY AND STONEY STANTON GRANITE COMPANY," and all or any of the assets and liabilities of the proprietors of that business in connection therewith, and with a view thereto to adopt and carry into effect, with or without modification, an agreement which has already been prepared, and is expressed to be made between the said BENJAMIN NOWELL and JOSEPH ROBSON of the one part, and the Company of the other part; a copy whereof has, for the purpose of identification, been indorsed with the signatures of FREDERIC MANUELLE, GEORGE JAMES NASH and H. J. GRACE, three of the Subscribers hereto.



- (b) To purchase, take on lease, or otherwise acquire any granite quarries or quarrying rights in Leicestershire or elsewhere in Great Britain, and any interest therein, and to explore, work, exercise and develop and turn to account the same.
- (c) To win, get, quarry, dress, manipulate, prepare for market and sell granite and mineral substances, and to carry on such quarrying or other operations as may seem conducive to any of the Company's objects.
- (d) To cultivate or let on lease or agreement for such terms as may be deemed expedient or otherwise turn to account the surface lands of the quarries and properties of the Company, or any part or parts thereof that may from time to time be not required to be used for quarrying purposes.
- (e) To buy, sell, take in exchange, hire and deal in granite, plant, machinery, implements, rolling stock, trucks, conveniences, provisions and all things capable of being used in connection with granite quarrying or farming operations, or required by workmen, labourers and others employed by the Company.
- (f) To construct, carry out, maintain, improve, manage, work, control and superintend any roads, ways, tramways, railway bridges, reservoirs, watercourses, aqueducts, wharves, mills, crushing works, hydraulic works, electrical works, factories, shops, stores, warehouses, buildings and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company, and to contribute to or assist in the carrying out, establishment, construction, maintenance, improvement, management, working, control or superintendence, of any such operations, and to purchase, take on lease or otherwise acquire any land of any tenure for the aforesaid purposes, or any or either of them.
- (g) To carry on all or any of the following businesses, namely:—dealers in bricks, and brick and tile makers, manufacturers of concrete paving, or contractors, and any

other businesses which may seem to the Company directly or indirectly conducive to any of these objects.

- (h) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or which is possessed of property suitable for the purposes of this Company.
- (i) To enter into any arrangement for sharing profits, union of interests, co-operation, amalgamation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (j) To sell or dispose of the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (k) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (l) To promote any company or companies for the purpose of acquiring all or any part of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.



- (m) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (n) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of Debentures of Debenture Stock perpetual or otherwise charged upon all or any of the Company's property (both present and future) including its uncalled Capital.
- (o) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (p) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (q) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (r) To distribute any of the property of the Company among the Members in specie.
- (s) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of the Members is limited.

5. The Capital of the Company is £50,000 divided into 2,500 Preference Shares of £10 each, and 2,500 Ordinary Shares of £10 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, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<u>F. Manville</u> , Merchant, 101 Leadenhall Street	One one <u>FM</u>
<u>B. Brown</u> , Stone Merchant Aunt. House West Kensington	One one <u>BB</u>
<u>F. B. Wilmer</u> , Surveyor Alliance Chambers, Leicester	One one <u>F.B.W.</u>
<u>G. L. Nash</u> , Merchant's Clerk 4 Salisbury Terrace West Kensington	One one <u>G. L. N.</u>
<u>Joseph C. Simpkins</u> , Manufacturer Pierchley, Leicestershire	One One <u>J.C.S.</u>
<u>J. Robson</u> , 22, Kensington Crescent. Kensington Stone Merchant	One one <u>J.R.</u>
<u>H. Grace</u> , Manager of Quaries The Knoll, Northampton Leicestershire	One one <u>H.G.</u>

Dated this 27<sup>th</sup> day of November, 1894.

Witness to the Signatures of Benjamin Howell, George James Nash and Joseph Robson

William Scott - 15, New Inn, Strand, London, Solicitor

Witness to the signature of Frederic Manuelle.

Benjamin Woodcock.

15, New Inn, London, W.C. Solicitor

Witness to the Signatures of Frederic Bradford Wilmer Joseph Gray Simpkins and Henry Miles Grace

V. M. Woodhouse

2nd Club to Men in Dec 1894  
88, Leicester

12628 E N L 4 1 110



"The Companies Acts, 1862 to 1890."

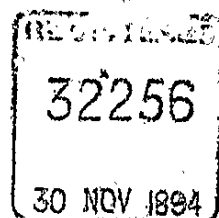


COMPANY LIMITED BY SHARES.

## Articles of Association

OF THE

# ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED.



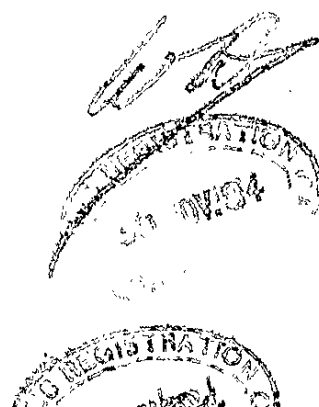
### PRELIMINARY.

1. The words and expressions standing in the first column next hereinafter contained, shall bear the meanings set opposite to them respectively in the second column thereto if not inconsistent with the subject or context—

"The Company"...	THE ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED.
"The Statute" ...	The Companies Acts 1862 to 1890, and every other Act for the time being in force concerning Joint Stock Companies, and affecting the Company.
"These Presents"	The Memorandum and Articles of Association, and the Regulations of the Company from time to time in force.
"Office" ...	The Registered Office of the Company.
"Seal" ...	The Common Seal of the Company.
"Month" ...	Calendar month.
"Year" ...	From 1st January to 31st December inclusive.
"In Writing" ...	Written, printed, lithographed or type-written, or partly the one and partly the other.

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, and words importing persons, shall include Corporations or Companies.



2. The table marked "A" in the First Schedule to "The Company's Act, 1862," shall not apply to this Company.

3. The Directors shall forthwith affix the Seal of the Company to the agreement mentioned in paragraph (a) of Clause 3 of the Company's Memorandum of Association, and shall carry the said agreement into effect with full power nevertheless from time to time to agree to any modification of the terms of such agreement either before or after the execution thereof.

#### SHARES.

4. The Shares of the Company may be allotted or otherwise disposed of to such persons and subject to the priorities fixed by these presents, upon such terms and conditions and at such times as the Directors may determine, subject nevertheless to the stipulations contained in the said agreement with respect to the Shares to be allotted in pursuance thereof. The Directors may also make arrangements on the issue of any Shares for a difference between the holders of such Shares in the amount of Calls to be paid and the time of payment of such Calls.

5. If by the conditions of allotment of any Share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the Share.

6. The joint owners of a Share shall be severally as well as jointly liable for the payment of all instalments and Calls due in respect of such Share.

7. None of the funds of the Company shall be employed in the purchase of or lent on Shares of the Company.

8. Every Registered Member shall, without payment, be entitled to a Certificate under the Common Seal of the Company specifying the Share or Shares held by him and the amount paid up thereon, provided that in the case of joint holders the Company shall not be bound to issue more than one Certificate to all the joint holders, and delivery of such Certificate to any one of them shall be sufficient delivery to all.

9. If such Certificate shall be worn out, or defaced or lost, it may be renewed on such evidence being produced as the Directors shall

require, and on payment of one shilling or any less sum, and on such terms as to indemnity or otherwise as the Directors may prescribe.

10. If several persons are registered as joint holders of any Share, any one of such persons may give effectual receipts for any Dividend, bonus or other sum of money payable in respect of such Share.

11. The Company shall not be bound by or recognise, even though having notice thereof, any right in respect of a Share other than an absolute right to the entirety thereof in the registered holder thereof for the time being, and such right in case of transmission as is hereinafter mentioned.

12. The Directors may accept in the name and for the benefit of the Company, upon such terms and conditions as they may think fit, a surrender of the Shares of any Member.

#### TRANSFER AND TRANSMISSION OF SHARES.

13. The transfer of any Share in the Company shall be by instrument in writing in such form as shall from time to time be in common use on the London Stock Exchange, or in such form as the Directors may from time to time approve. There shall be paid to the Company in respect of the registration of any transfer or transmission such fee not exceeding 2s. 6d. as the Directors may determine. The Company shall provide a book to be called the Register of Transfers, which shall be kept under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every Share.

14. The Register of Transfer shall be closed during the 14 days immediately preceding every Ordinary General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine. Provided always that it shall not be closed for more than 30 days in any one year.

15. The instrument of transfer shall be executed by both transferor and transferee and attested by at least one witness, and shall be presented to the Company at its Registered Office accompanied by the certificate of the Shares to be transferred and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the Shares, and the transferor shall be deemed to remain the

holder of such Shares until the name of the transferee is entered in the Register in respect thereof.

16. The Directors may without assigning any reason decline to register any transfer of Shares upon which the Company has a lien, and in case of Shares not fully paid up may decline to register a transfer to a transferee of whom they do not approve, and may decline to enter on the Register, as the address of a Member, any place at which a letter posted at the General Post Office in London would not be delivered in the ordinary course within 36 hours of posting the same.

17. The executors or administrators of a deceased Member not being a joint holder, and in case of the death of one or two or more joint holders, the survivor or survivors shall be the only persons recognised by the Company as having any title to his share or his interest in any Share, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability in respect of any Share jointly held by him.

18. Any person becoming entitled to a Share in consequence of the death, bankruptcy or liquidation by arrangement of any Member may with the consent of the Directors (which they shall not be under any obligation to give) and subject to the provisions herein contained be registered as a Member upon such evidence of his title being produced as may be required by the Directors, or may subject to the regulations as to transfers hereinbefore contained execute a transfer of such Shares to some other person.

19. A person entitled to a Share by transmission shall be entitled to receive and may give a discharge for any dividends, bonuses or other moneys payable in respect of the Share, but he shall not be entitled to receive notices of or to attend or vote at meetings of the Company, or save as aforesaid to any of the rights or privileges of the Members, unless and until he shall have become a Member in respect of the Shares.

#### LIEN.

20. The Company shall have a first and paramount lien on all Shares not fully paid up, and on the interest and dividends declared or payable in respect thereof for all moneys due to (including Calls made even though the time appointed for this payment may not have arrived) and liabilities subsisting with the Company from or on the part of the

registered holder or any of the registered holders thereof either alone or jointly with any other person.

21. For the purpose of enforcing such lien the Directors may sell the Shares subject thereto in such manner as they may think fit, but no sale shall be made until the moneys are presently payable, and until a demand and notice in writing stating the amount due and demanding payment and giving notice of intention to sell in default shall have been served on such Member or the person (if any) entitled by transmission to the Shares, and default in payment shall have been made by him or them for 21 days after such notice.

22. The net proceeds of any such sale as aforesaid shall be applied in or towards satisfaction of the amount due to and liabilities subsisting with the Company, and the residue (if any) shall be paid to the Member or the person (if any) entitled by transmission to the Shares.

23. Upon any such sale as aforesaid the Directors may enter the purchaser's name in the Register as holder of the Shares, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

24. No Member shall be entitled to receive any Dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a Member until he shall have paid all Calls and other sums for the time being due and payable on or in respect of every Share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

#### FORFEITURE OF SHARES.

25. If any Member fail to pay the whole or any part of any Call or money payable under the terms of allotment of a Share on the day appointed for payment thereof, the Directors may at any time thereafter during such time as the same remains unpaid serve a notice on him requiring him to pay the same together with interest at the rate of 10 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, and all expenses that may have accrued by reason of such non-payment.

26. The notice shall name a day (not being less than fourteen days from the service of the notice) on or before which such Call or other money, and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place where payment is to be made (the place so named being some place at which Calls of the Company are usually made payable), and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which such payment is due will be liable to be forfeited.

27. If the terms of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given, may at any time thereafter before payment of all money due thereon with interest and expenses has been made be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.

28. Any Share forfeited or surrendered to the Company shall be deemed to be the property of the Company, and may be sold or re-allotted or otherwise disposed of, either to the person who was before the forfeiture the holder thereof or entitled thereto, or to any other person upon such terms in such manner as the Directors may think fit, provided that at any time before any forfeited Shares shall have been sold, re-allotted or otherwise disposed of, the Directors may annul the forfeiture on such conditions as they think fit.

29. Any Members whose Shares have been forfeited shall, notwithstanding such forfeiture, be liable to pay and shall forthwith pay to the Company all Calls or other money owing upon such Shares at the time of the forfeiture, together with interest thereon to the date of payment in the same manner in all respects as if the Shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company have enforced in respect of the Shares at the time of forfeiture, without any deduction or allowance for the value of the Shares at the time of forfeiture.

30. In the case of the sale or re-allotment of a forfeited Share, or the sale of any Share to enforce a lien of the Company in purported exercise of the powers hereinbefore given, a certificate in writing under the Seal of the Company that the Share has been duly forfeited or sold in accordance with the regulations of the Company shall be sufficient evidence of the facts therein stated as against all persons claiming such Share and such certificate, and the receipt of the Company for the price



of such Share shall constitute a good title to the same. A certificate of proprietorship shall be delivered to the purchaser or allottee, and he shall be registered in respect thereof, and thereupon he shall be deemed the holder of the Share discharged from all calls or other money due prior to such purchase or allotment, and he shall not be bound to see to the application of the purchase money or consideration, nor shall his title to the Share be affected by any irregularity in the proceedings in reference to such forfeiture, sale, or allotment.

### CAPITAL AND CALLS ON SHARES.

31. The Company in General Meeting may from time to time increase the Capital of the Company by the issue of new Shares. The new Shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct, and if no direction shall be given, as the Directors shall determine; and in particular such Shares may be issued with a preferential or qualified right to dividends and in the distribution of the assets of the Company.

32. Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of Capital, all new Shares shall be offered to the Members in proportion to the existing Shares held by them, and such offer shall be made by notice specifying the number of Shares to which the Member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the Member to whom such notice is given that he declines to accept the Shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

33. Except so far as otherwise provided by the conditions of issue, or by these presents, any Capital raised by the creation of new Shares shall be considered part of the original Capital, and shall be subject to the provisions herein contained with reference to the payment of Calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise.

34. The Directors may from time to time make such Calls as they think fit upon the Members in respect of all moneys unpaid on their Shares and not by the conditions of allotment thereof made payable at fixed times, provided that one calendar month's notice at least be given of each Call.

35. Each Member shall pay the amount of Calls so made, to the persons and at the times and places appointed by the Directors. A Call shall be deemed to have been made at the time when the resolution authorising such Call was passed. If the Call payable in respect of any Share, or any amount payable on a Share under the terms of allotment, be not paid before or on the day appointed for the payment thereof, the holder or allottee of such Share shall be liable to pay interest on the same at any rate fixed by the Directors, not exceeding 10 per cent. per annum from the day appointed for payment to the time of actual payment.

36. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys due upon any of the Shares held by him beyond the sums actually called for, and upon the money so received (or so much thereof as from time to time exceeds the amount of the Calls then made upon the Shares in respect of which such payment has been made), the Company may pay such interest as the Member making the advance and the Directors shall agree upon.

37. The Company may from time to time, by Special Resolution, reduce its Capital by paying off Capital or cancelling Capital which has been lost or is unrepresented by available assets, or reducing the liability on Shares, or otherwise as may seem expedient. And the Company may also consolidate or subdivide its Shares, or any of them, into Shares of a larger or smaller denomination.

#### FULLY PAID-UP SHARES.

38. The Directors, subject to the other provisions of these presents, may issue Shares with the whole or any part of the nominal amount thereof deemed to be paid up in cases in which, by acquisition of property, businesses, rights or choses in action as contemplated by the Memorandum of Association, or from any other cause within the powers of the Company the Directors may consider it necessary, proper or expedient to issue paid-up or partly paid-up Shares, and the entry of such Shares in the Register of Members of the Company as fully or partly paid-up shall be indisputable evidence of full value having been given to the Company by the persons to whom they are so issued or allotted to the amount credited as paid up on such Shares respectively, and all necessary contracts shall be entered into and filed with the Registrar of Joint Stock Companies previously to the issue of such Shares, to ensure that the holders of such Shares shall not in any event be liable for the amounts credited as paid up thereon.

## GENERAL MEETINGS.

39. The first General Meeting shall be held at such time, not being more than four calendar months after the registration of the Memorandum of Association of the Company, and at such place as the Directors may determine.

40. Subsequent General Meetings shall be held at least once in every year at such time and place as may be determined upon by the Directors.

41. Such General Meetings shall be called Ordinary General Meetings, all other General Meetings shall be called Extraordinary General Meetings.

42. The Directors may whenever they think fit, and they shall upon a requisition made in writing by any Member or Members of the Company holding together at least one-third of the issued Capital convene an Extraordinary General Meeting.

43. Any requisitions made by Members shall express the object of the meeting proposed to be called and shall be signed by the Members making the same, and shall be delivered to the Secretary or left at the Registered Office of the Company, and it may consist of several documents in like form each signed by one or more of the requisitionists. The meeting must be convened for the purposes specified in the requisition, and if convened otherwise than by the Directors for those purposes only.

44. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting. If they do not proceed to convene the same for some date within 30 days from the receipt of the requisition, the requisitionists or any other Members holding the required number of Shares may themselves convene an Extraordinary General Meeting for the business described in the requisition, to be held at such time within eight weeks after such delivery or deposit, and at such place in London or Narborough in the County of Leicester as they may think fit. In case at any such meeting convened under this clause a resolution requiring to be confirmed as a Special Resolution shall be passed, the meeting may, without notice in that behalf having been given, determine when and where the confirmatory meeting shall be held, and by whom and in what manner such meeting shall be convened.

45. Seven clear days' notice, specifying the place, the day and the hour of meeting, and in case of special business the general nature of such business shall be given by notice sent by post, or otherwise served as hereinafter provided to such Members as are under the provisions hereinafter contained, entitled to receive notices from the Company, but the accidental omission to give such notice to or the non-receipt of such notice by any Member shall not invalidate any resolution passed or proceeding had at any such meeting.

#### PROCEEDINGS AT GENERAL MEETINGS.

46. The sanctioning a Dividend, the election of Directors and officers in place of those retiring by rotation, and the receiving and considering the profit and loss account and the balance-sheet and reports, and the transacting of any other business which under these presents ought to be transacted at any ordinary meeting, and any business which is brought under consideration by the report of the Directors issued with the notice convening such meeting shall be deemed ordinary business, but all other business transacted at an Ordinary General Meeting, and all business of whatever kind transacted at an Extraordinary General Meeting shall be deemed special.

47. Three Members personally present shall be a quorum for a General Meeting for the choice of a Chairman, and the declaration of a Dividend, and the adjournment of the Meeting. For all other purposes the quorum for a General Meeting shall be Members personally present not being less than five in number, and holding or representing by proxy not less than one-half part of the issued Capital of the Company. No business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.

48. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place. At such adjourned meeting the Members present, and entitled to vote whatever their number, shall have power to decide upon the matters which could properly have been disposed of at the meeting from which the adjournment took place in case a quorum had been present thereat.

49. The Chairman of the Directors shall be entitled to preside as

Chairman at every General Meeting of the Company, or if there be no Chairman, or if at any General Meeting the Chairman is not present within 15 minutes after the time appointed for holding the Meeting, or shall be unwilling to act as Chairman the Members present shall choose another Director as Chairman, or if no Director be present, or if all the Directors present decline to take the chair they shall choose one of their own number to be Chairman.

50. The Chairman may with the consent of the meeting adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

51. Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes the Chairman shall both in show of hands and at the poll have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

52. At a General Meeting, unless a poll is demanded by at least three Members personally present or by a Member or Members holding or representing by proxy or entitled to vote in respect of at least one-fourth of the Capital represented at the meeting, a declaration by the Chairman that a resolution has been carried or has been carried by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the Minute Book of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

53. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman directs, and either at once or after an interval or adjournment not exceeding seven days, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting.

54. Any poll duly demanded on the election of a Chairman of a meeting, or on any question of adjournment, shall be taken at the meeting and without adjournment.

55. The demand of a poll shall not necessarily prevent the continuance of a meeting for the transaction of any business other than the question upon which a poll has been demanded.

## VOTES OF MEMBERS.

56. Every Member shall have one vote for every Share held by him.
57. Any person entitled under Clause 18 of these presents to transfer any Shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such Shares, provided that 48 hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the Directors of his right to transfer such Shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.
58. If two or more persons are jointly entitled to a Share or Shares, the Member whose name stands first in the Register of Members as one of the holders of such Share or Shares shall alone be entitled to vote in respect of the same, but the other or others of the joint owners shall be entitled to be present at the General Meeting.
59. Votes may be given either personally or by proxy.
60. The instruments appointing a proxy shall be in writing, under the hand of the appointor, or if such appointor be a corporation under their Common Seal (if any), and if none, then under the hand of some officer duly authorised in that behalf. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote, provided that any corporation being a Member may appoint any Member or officer of its own to attend and vote on a show of hands, or as its proxy.
61. The instrument appointing a proxy shall be deposited at the Registered Office of the Company not less than 48 hours before the time appointed for holding the Meeting, or Adjourned Meeting, as the case may be, at which the person named in the said instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of six months from the date of its execution. Any instrument appointing a proxy shall be in such form as the Directors shall from time to time approve.
62. No Member shall be entitled to be present or to vote on any question either personally or by proxy, or as proxy for another, at any

Gen  
Calls  
he is

more  
Aurio  
No.  
MANU  
the fi  
WILM  
Guy S

to be  
Compe  
shall  
so that  
Direct

notwith  
of Dir  
not, ex  
any oth

and ne  
nomine  
£300  
from t  
qualifi  
one me  
qualifi

first Di  
have h  
date of  
days' ne

General Meeting, or upon a poll, or be reckoned in a quorum, unless all Calls and other moneys due or payable in respect of any Share of which he is the holder shall have been paid.

### DIRECTORS.

63. The number of the Directors shall not be less than five nor more than seven. The first Directors shall be BENJAMIN NOWELL of Auriol House, West Kensington, Middlesex; JOSEPH ROUSON, of No. 22, Kensington Crescent, Kensington, aforesaid; FREDERIC MANUELLE of 101, Leadenhall Street, in the City of London (who shall be the first Chairman of the Board of Directors); FREDERICK BRADFORD WILMER, of Alliance Chambers, Horse Fair Street, Leicester, and JOSEPH GUY SIMPKIN of Hinckley and Leicester.

64. The Directors shall have power to appoint any other persons to be Directors at any time before the Ordinary General Meeting of the Company in the year 1895, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above, and so that no such appointment shall be effective unless two-thirds of the Directors concur therein.

65. The continuing Directors for the time being may act notwithstanding any vacancy in their body, provided that if the number of Directors be at any time reduced to less than five, the Directors shall not, except for the purpose of filling up vacancies in their body, act for any other purpose so long as the number is below the minimum.

66. The qualifications of a Director shall be the holding alone, and not jointly with any other person, of fully paid up Shares of the nominal value of £300, or of Shares on the aggregate number of which £300 has been paid. The first Directors shall be allowed one month from the registration of the Company in which to acquire their qualification, and the Director appointed by the Board shall be allowed one month from the date of such appointment in which to acquire his qualification.

67. No person shall be appointed or elected a Director except as a first Director, or as a Director appointed by the Board, unless he shall have held his qualification for at least three months next preceding the date of his election, and at least seven days and not more than fourteen days' notice shall have been left at the Registered Office of the Company

of the intention to propose him, together with a notice in writing by the Member to be proposed of his willingness to be elected.

68. The Directors shall be severally paid out of the funds of the Company by way of remuneration for their services the following sums, viz.:—The Chairman for the time being the sum of £150 per annum, and the other Directors severally the sum of £100 per annum.

### POWERS OF DIRECTORS.

69. The business of the Company shall be conducted by the Directors, who may exercise all such powers of the Company as are not by Statute or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these Articles to the provisions of the Companies Acts, and to such regulations (not being inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

70. Without prejudice to the general powers conferred by Article 69 hereof, and to the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, videlicet:—

- (a) To take such steps as they may think fit to carry into effect the said Agreement referred to in clause 3 of these presents.
- (b) They may pay the costs, charges and expenses preliminary and incidental to the formation and registration of the Company.
- (c) They may from time to time borrow at interest any money for the purposes of the Company on such security and upon such terms as to interest or otherwise, as they may think fit, and may secure the same by mortgage or other debentures or bonds, or by charge or mortgage in any form of the whole or any part of the property, funds, assets or effects of the Company including uncalled Capital, provided that the amount so borrowed without the consent or approval of a General Meeting shall not in the aggregate exceed the sum of £10,000.



- (d) They may purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit.
- (e) They may pay for any property or rights acquired by, or services rendered to the Company, either wholly or partly in cash or in Shares, Bonds, Debentures or other securities of the Company.
- (f) They may invest any of the monies of the Company not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and from time to time vary or realise such investments, provided that the funds of the Company shall not be expended in the purchase of, or lent upon the security of its own Shares.
- (g) They may make, draw, accept and endorse respectively promissory notes, bills, cheques or other negotiable instruments, provided that every promissory note, bill, cheque or other negotiable instrument drawn, signed or accepted shall be signed by two Directors, and countersigned by the Secretary.
- (h) They may from time to time appoint any one or more persons, whether Directors or not, Manager or Managers of the Company, or Manager or Managers of its business in any particular district, with such salary or salaries as may be agreed upon between the Directors and such Manager or Managers, and with or without a percentage of profits as and by way of remuneration, and may define the powers of any and every such Manager, which powers shall not exceed the powers of the Directors themselves, and the Directors may from time to time appoint and remove managers, secretaries, officers, solicitors, agents, travellers, and other necessary officers and assistants as they may think fit, and may pay them such remuneration for their services by commission, salary or otherwise as may be decided upon by the Directors, and generally the Directors shall have power to do all things which may from time to time be or appear to them to be necessary or expedient for the purposes of the Company, or advantageous or conducive to the objects and the business thereof.

71. The Directors shall forthwith provide a seal for the use of the

Company. Any document to which the seal of the Company shall be affixed shall be signed by two Directors, and counter-signed by the Secretary or other officer appointed for that purpose by the Board.

### DISQUALIFICATION OF DIRECTORS.

72. The office of a Director shall be vacated—

- (a) If he hold any other office or place of profit under the Company other than herein authorised.
- (b) If he become bankrupt, or of unsound mind, or compound with his creditors, or if his affairs are liquidated by arrangement under any act for the time being in force for the relief of insolvent debtors.
- (c) If he cease to hold the qualifying number of Shares, or in the case of any Director named in these presents, or elected under the powers contained in Article No. 64, he fail to acquire such number within the prescribed time.
- (d) If he send into the Board a written resignation and the same be accepted, or be not withdrawn for 14 days.
- (e) If he be absent from the Board Meetings continuously for six months without the consent of the Board.

### DIRECTORS' INTEREST IN CONTRACTS.

73. No contract or other arrangement entered into on behalf of the Company with any company, corporation or partnership of or in which any Director shall be a member shall be avoided, nor shall any Director be liable to account to the Company for any profit realised by or in respect of such contract or arrangement, or any other contract which may be made between the Company and any Director by reason only of such Director holding that office, or of the fiduciary relation thereby established.

74. In all cases where the fact of a Director being party to such a contract, or being so interested as aforesaid, shall not appear by the contract itself, or by the nature of the operation or business, and shall not result from his being a shareholder or member of some other company or corporation, then he shall not be entitled to the benefit of the preceding

Article, unless, before the contract be entered into or the operations or business be undertaken, or any agreement to assist it be made, he shall disclose to the other Directors the fact of his connection therewith or interest therein.

75. No Director shall vote on any matters relating to the contract, operation, business or office in which he shall be connected, interested or appointed. If, however, he shall so vote, the validity of the resolution on which he shall have voted, or of any act done thereunder, shall not be prejudiced, nor shall he lose the full benefit of Article 73, the only object of the prohibition being to entitle the other Directors to exclude his vote.

#### ROTATION OF DIRECTORS.

76. At the Ordinary General Meeting in the year 1895, and at the Ordinary General Meeting in every subsequent year, one-third of the Directors for the time being, or if their number is not a multiple of three, then the number nearest to one-third shall retire from office.

77. The one-third or nearest number to retire at the Ordinary Meeting to be held in the year 1895 shall, unless the Directors agree among themselves, be determined by lot, in every subsequent year the one-third or other nearest number who have been longest in office since their last election shall retire. As between two or more who have been in office an equal length of time the Director to retire, unless they agree among themselves, shall be determined by lot.

78. A retiring Director shall be eligible for re-election, and shall be deemed to offer himself for re-election, unless he shall have given to the Company notice in writing of a contrary intention.

79. At the General Meeting at which any Directors shall retire in manner aforesaid, the Company shall, subject to any resolution reducing the number of the Directors, fill up the vacated offices by electing a like number of persons, and may also from time to time appoint any additional Directors when such appointment would not raise the number of the Directors beyond the maximum hereinbefore fixed.

80. If at any General Meeting at which an election of Directors ought to take place, the places of the retiring Directors or some of them are not filled up then, subject to any resolution reducing the number of the Directors, the retiring Directors or such of them as have not had

their places filled up and may be willing to act, shall continue in office until the ordinary meeting in the next year, and so on from year to year until their places are filled up.

81. The Company may from time to time in General Meeting, and within the limits fixed by these Articles, increase or reduce the number of the Directors, and may also determine in what rotation such increased or reduced number shall go out of office.

82. The Directors may at any time appoint any qualified person as a Director to fill a casual vacancy or as an addition to the Directors, so that the number of Directors shall not at any time be more than the maximum number hereinbefore fixed or as may from time to time be fixed by the Company in General Meeting provided that any person so appointed shall hold office only until the next Ordinary General Meeting.

83. The Company may by Special Resolution remove any Director before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified person in his stead, but the person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

#### PROCEEDINGS OF DIRECTORS.

84. The Directors may meet for the dispatch of business at such place, and adjourn and otherwise regulate their meetings and proceedings as they may think fit, and may determine the quorum necessary for the transaction of business. Until otherwise fixed two Directors shall be a quorum.

85. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

86. On the request of the Chairman, or of two Directors, the Secretary shall at any time summon a meeting of the Directors, by notice served upon the several Members of the Board, at least twenty-four hours before the time appointed for the holding of such meeting. A meeting of Directors summoned under this article shall be held at the Registered Office of the Company.

87. The Directors may elect a Chairman of their Board and determine the period for which he is to hold office. The Chairman so elected shall preside at all meetings of the Board, but if no such Chairman be elected, or if at any meeting he be not present within ten minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting, and the Director so chosen shall preside at such meeting accordingly.

88. The Directors may delegate any of their powers, other than the powers to borrow and to make Calls, to Committees, consisting of such members of their body and on such terms as they think fit. Any Committee so formed shall, in the exercise of the power so delegated, conform to any regulations that may be imposed on it by the Directors. The Chairman of the Board shall be an *ex officio* Member of all Committees.

89. A Committee may elect a Chairman of their meetings. If no such Chairman is elected, or if he is not present within five minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chairman of such meeting.

90. Committees may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in case of an equality of votes, the Chairman shall have a second or casting vote.

91. All acts *bonâ fide* done by any meeting of Directors or of any Committee, or by any person acting as a Director, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of such Director, or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

92. The Directors and Committees shall cause minutes of their proceedings to be made in books to be provided for the purpose.

#### SECRETARY.

93. The first Secretary of the Company shall be appointed by the Directors, and his remuneration, as well as the remuneration of any future Secretary, shall from time to time be fixed by the Directors.

## SOLICITORS.

94. The Directors shall appoint Solicitors or firms of Solicitors to the Company, who shall advise the Directors from time to time upon all questions submitted to them concerning the business of the Company, and shall prepare all deeds and other instruments required to be prepared by the Directors in connection therewith, upon such terms and in such manner as the Directors may from time to time direct, and unless otherwise resolved by the Directors, they shall have the charge or conduct of all legal business arising out of or connected with any of the transactions of the Company. The first Solicitors of the Company shall be Messieurs VENN & WOODCOCK, of No. 15 New Inn, Strand, London, and Messieurs FREER, BLUNT, ROWLATT & WINTERTON, of Leicester.

## PREFERENCE AND DEFERRED SHARES.

95. Of the Shares mentioned in the Memorandum of Association 2,500 shall be called Preferred Shares and 2,500 shall be called Ordinary Shares.

96. The net profits of the Company available for Dividend shall be appropriated and paid by way of Dividend in order of priority and in manner following, (that is to say):—

- (1) In the first place in payment of a Preferential Dividend at the rate of six per cent. per annum on the amount for the time being paid up on the Preference Shares and so that any deficiency in such percentage of Dividend for which the net profits for one year may be insufficient to provide, shall be made good out of the net profits of any subsequent year.
- (2.) In payment of the surplus net profits in each year to the holders of the Ordinary Shares in proportion to the Capital paid up thereon.

## DIVIDENDS.

97. The Directors with the sanction of the Company in General Meeting may declare a Dividend to be paid to the Members according to their rights and interests in the profits.

98. No Dividend shall be payable except out of the profits arising from the business of the Company.

99. The Directors may from time to time pay to the Members on account of the then next forthcoming Dividend, such interim Dividend as in their judgment the position of the Company justifies.

100. Notice of any Dividend that may have been declared shall be given in manner hereinafter mentioned to such Members as are under the provisions hereinafter contained entitled to receive notices from the Company.

101. The Directors may retain from the Dividends payable to any Member, all such sums of money as may be due and payable by him to the Company on account of Calls, instalments or otherwise.

102. The Directors may retain the Dividends payable upon Shares in respect of which any person is under Clause 18 entitled to become a Member, or which any person under that Clause is entitled to transfer, until such person shall become a Member in respect thereof, or shall duly transfer the same.

103. No unpaid Dividend shall bear interest as against the Company.

#### RESERVED FUNDS.

104. A Reserve Fund may be provided by the Directors out of the net profits of the Company to meet contingencies, or for equalising Dividends, or for repairing, improving, expanding and maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments (other than Shares of the Company) as they may think fit; and from time to time to deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the Reserve Funds into such special funds as they think fit, with full power to employ the assets constituting the Reserve Fund in the business of the Company, and that without being bound to keep the same separate from the other assets.

#### ACCOUNTS.

105. The Directors shall cause true accounts to be kept of the sums of money received by and expended by the Company and the

matters in respect of which such receipts and expenditure take place, and of the assets, credits and liabilities of the Company.

106. At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than four months before the meeting from the time when the last preceding account and balance sheet were made, or in the case of the first account and balance sheet from the incorporation of the Company.

107. Every such balance-sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend, and the amount (if any) which they propose to carry to the Reserve Fund according to the provisions in that behalf hereinbefore contained, and the account, report and balance-sheet shall be signed by two Directors, and countersigned by the Secretary.

108. A printed copy of such account, balance-sheet and report shall, seven days previously to such meeting, be served on such of the Members as are entitled to receive Notices from the Company in the manner in which Notices are hereinafter directed to be served.

#### AUDIT.

109. Once at least in every year, that is to say, preparatory to the Ordinary General Meeting, the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained and certified by one or more Auditor or Auditors, who may, if he or they think proper, make a report thereon to the Members.

110. The first Auditor or Auditors shall be appointed and their remuneration fixed by the Directors. Subsequent Auditors shall be appointed and their remuneration fixed by the Company in General Meeting.

111. If only one Auditor is appointed all the provisions herein contained, relative to Auditors, shall apply to him.

112. The Auditors may be Members of the Company, but no Director or other officer of the Company shall be eligible during his continuance in office.



113. Any retiring Auditor shall be re-eligible.

114. If any casual vacancy occur in the office of Auditor the Directors shall forthwith fill up the same.

115. Every Auditor shall be supplied with a copy of the profit and loss account and balance sheet intended to be laid before the Company in General Meeting seven days at least before the meeting to which the same are to be submitted, and it shall be his duty to examine the same with the books, accounts and vouchers relating thereto, and to report to the Company in General Meeting thereon.

116. Every Auditor shall at his request have a list delivered to him of all books kept by the Company, and shall at all reasonable times, have access to the books and accounts of the Company, and they may in relation thereto examine the Directors and other officers of the Company.

117. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall be forthwith corrected and thenceforth shall be conclusive.

#### NOTICES.

118. A Notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid letter addressed to such Member at his address appearing in the Register of Members, provided that any Member described in the Register of Members by an address not within the United Kingdom shall not be entitled to receive Notices of any kind from the Company.

119. All Notices directed to be given to the Members shall, with respect to any Share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register of Members, and Notice so given shall be sufficient notice to all the holders of such Share.

120. Any notice, if served by post, shall be deemed to have been served on the day following the day on which it was posted, and in proving such service it shall be sufficient to prove that the same was properly addressed and put into the post office.

## WINDING-UP.

121. If the Company shall be wound up, and the surplus assets shall be insufficient to repay the whole of the paid-up Capital, the owners of the Preferential Shares shall be entitled to the whole amount paid up by them before any payment whatever is made to the owners of the Ordinary Shares.

## INDEMNITY OF DIRECTORS AND OTHERS.

122. Every Director, officer or servant of the Company shall be indemnified out of its funds against all costs, charges, expenses, losses and liabilities incurred by him in the conduct of the Company's business, or in the discharge of his duties, and no Director or officer of the Company shall be liable for the acts or omissions of any other Director or officer, or by reason of his having joined in any receipt for money not received by him personally, or for any loss on account of defect of title to any property acquired by the Company, or for any loss incurred through any banker, broker or other agent, or upon any ground whatever other than his own wilful acts or defaults.

\_\_\_\_\_  
 NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.  
 \_\_\_\_\_

*R. M. Munnell,*  
 Merchant  
 101 Leadenhall Street

*A. Howell* *Amiel Bond*  
~~West Kensington~~  
~~Stone Merchant~~

*G. Wash* *7. B. Wilmer* *Surveyor*  
*Albion Chambers Director*  
*Merchant Clerk*  
 4 Salisbury Terrace West Kensington Park

*Joseph C. Lloyd*  
*Manufacturer*  
*Boothby, Leicester*

*J. Robson,*  
 22. Kensington Crescent Kensington -  
 Stone Merchant

*H. Grace*  
*Manager of Harbours*  
*The Knott Harbours*  
*Harbours*

\_\_\_\_\_  
 Dated this 27<sup>th</sup> day of November, 1894.

Witness to the Signatures of Benjamin Howell, George James Wash, and  
 Joseph Robson *William Wall* 15. Newch. Strands, London. Solicitor

Witness to the Signature of Frederic Munnell  
*Brig. Heath Woodcock*  
 15 Newch. Strands, London. Solicitor

Witness to the signatures of Frederic Bradford Wilmer, Joseph Guy  
 Simpkin and Henry Jinks Grace  
*H. M. Woodhouse*  
*Sol. Clerk to Messrs. Harb. & Co.*  
*Sol. 15 Leadenhall*

"THE COMPANIES ACTS, 1862 to 1890."

COMPANY LIMITED BY SHARES.

## Memorandum

AND

## Articles of Association

OF THE

Enderby and Stoney Stanton Granite  
Company, Limited.

Incorporated the \_\_\_\_\_ day of \_\_\_\_\_, 1894.

Solicitors:

VENN & WOODCOCK,

15 NEW INN, STRAND, W.C.

FREER, BLUNT & Co.

LEICESTER.



412.6 19.

# THE COMPANIES ACT, 1862 to 1900.

COMPANY LIMITED BY SHARES.

(COPY.)

## SPECIAL RESOLUTIONS

OF

### THE ENDERBY & STONEY STANTON GRANITE COMPANY, LTD.

Passed 3rd July, 1906. Confirmed 31st July, 1906.

67190

At an Extraordinary General Meeting of the Members of the said Company duly convened and held at the Midland Grand Hotel, St. Pancras Station, N.W., on the 3rd day of July, 1906, the following Special Resolutions were duly passed: and at a subsequent Extraordinary General Meeting of the Members of the said Company, also duly convened and held at the same place, on the 31st day of July, 1906, the following Special Resolutions were duly confirmed.

#### RESOLVED:—

That the Articles of Association be altered in the manner following:—

Article 68 is cancelled, and instead thereof there shall be substituted an Article as follows:—

The Directors shall be severally paid out of the funds of the Company by way of remuneration for their services the following sums, viz:—The Chairman for the time being the sum of £150 per annum, and the other Directors severally the sum of £100 per annum with such additional sum as may be voted to them by the Company in General Meeting, such additional sum (if any) shall be divided amongst the Directors as they may determine.

Article 108 is cancelled and instead thereof there shall be substituted an Article as follows:—

A Copy of such Account, Balance Sheet, and Report shall each year, on the written request of any ordinary Shareholder forthwith, be served upon such Shareholder in the manner in which notices are hereinafter directed to be served.

The following new Articles:—12a, 12b, 12c, 12d, 12e, 12f, 12g, shall be inserted after Article 12:—

12a.—A Share may be transferred by a Member or other person entitled to transfer the same to any member selected by the transferor, but save as aforesaid, and save as provided by Clauses 12e and 12g hereof, no such share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership, is willing to purchase the same at a fair value as provided by Clause 12c hereof.

12b. Save where a transfer is to be made to a member selected as aforesaid or pursuant to Clause 12c or Clause 12g hereof, a person, whether a member of the Company or not, proposing to transfer a share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called the transfer notice") to the Company that he desires to transfer such Share, and such notice shall specify the sum he fixes as the fair value. The transfer notice may include several such shares, and in such case shall operate as if it were a separate notice in respect of each.

12c.—In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a Share, a person to be mutually agreed upon, or in default of agreement, the Auditor of the Company shall, on the application of either party, certify in writing what sum is in his opinion the fair value, and such sum shall be deemed to be the fair value, and in so certifying, such person or Auditor, as the case may be, shall be considered to be acting as an expert and not as an arbitrator. The purchasing member shall be bound to purchase at the price fixed by such person or Auditor, but the Transferor shall, within seven days of the receipt of a notice to him of the price so fixed, have the option to refuse to sell his Shares, or any part thereof, at such price, in which event he shall not be at liberty to transfer them to any person other than those mentioned in Clauses 12a and 12g without again offering them to the Company, and he shall also defray all expenses incurred in ascertaining the fair value.

12d.—If the proposing transferor, after having become bound as aforesaid, makes default in transferring the Share, the Company may receive the purchase-money, and shall thereupon cause the name of the purchasing member to be entered in the Register as the holder of the Share, and shall hold the purchase-money in trust for the proposing transferor, and the receipt of the Company for the purchase-money shall be a good discharge to the purchasing member, and after his name has been entered in the Register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

12e.—If the Company shall not, within the space of 28 days after being served with the transfer notice, find a Member, or person selected as aforesaid, willing to purchase the Shares, and give notice thereof in manner aforesaid, the proposing transferor shall at any time within three months afterwards be at liberty, subject to Article 16 to sell and transfer the Shares (or those not placed) to any person and at any price.

12f.—Subject to the powers given to the Directors in Clause 12a hereof, the Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Directors 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 to be drawn under the direction of the Directors.

12g.—Any share may be transferred by any member to any other member, or to any brother, brother-in-law, sister, or sister-in-law, son, grandson, daughter, grand-daughter, son-in-law, daughter-in-law, nephew, niece, father, mother, wife, or husband of such member, and any Share of a deceased member may be transferred by his Executors or Administrators to any devisee under the will, or to any brother, brother-in-law, sister or sister-in-law, son, grandson, daughter, grand-daughter, nephew, niece, son-in-law, daughter-in-law, father, mother, widow, or widower, or next of kin of such deceased member, and Shares standing in the name of Trustees and held by them on behalf of any member or any deceased member may be transferred upon any change of Trustees to the new Trustees appointed, or by them to any of the relatives above mentioned of the cestui que trust, and Clause 12a hereof shall not apply to any transfer authorised by this Clause nor to any devise.

*H. Graess*  
Managing Director

42628.  
22

THE COMPANIES ACTS, 1862 to 1907.

COMPANY LIMITED BY SHARES.



## Special Resolution

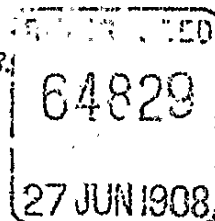
OF THE

**ENDERBY & STONEY STANTON GRANITE COMPANY,  
LIMITED.**

Registered Office: NARBOROUGH, near LEICESTER.

*Passed May 22nd, 1908.*

*Confirmed June 19th, 1908.*



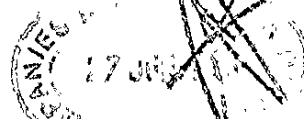
At an EXTRAORDINARY GENERAL MEETING of the Members of the said Company, duly convened and held at the Midland Grand Hotel, St. Pancras Station, London, N.W., on the 22nd day of May, 1908, the following SPECIAL RESOLUTION was duly passed; and at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly convened, and held at the Royal Hotel, Leicester, on the 19th day of June, 1908, the following SPECIAL RESOLUTION was duly confirmed, namely:—

"That the following Articles be added to the Articles of Association, namely:—

123. That the number of the Members of this Company (exclusive of persons who are in the employment of the Company) shall not exceed fifty.
124. No invitation to the public to subscribe for any Shares or Debentures of the Company shall at any time be issued or given."



*James Marshall*  
Secretary.





Certificate No. 42628 / 56

Form No. 28.

80345

17 AUG 1918

The Enderby and Storey Portland  
Gravel



STATEMENT of Increase of Nominal Capital pursuant to s. 112 of 54 and 55

Vict., ch. 39 (Stamp Act, 1891), as amended by s. 7 of 62 and 63 Vict., ch. 9 (Finance Act, 1899). (NOTE.—The Stamp Duty on an Increase of Nominal Capital is Five Shillings for every £100 or fraction of £100.)



This statement is to be filed with the Notice of Increase registered under Section 44 of the Companies (Consolidation) Act, 1908. If not so filed within 15 days after the passing of the Resolution by which the Registered Capital is increased, Interest on the Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable (s. 5, Revenue Act, 1903.)

Presented for Registration by

RAWSON & STEVENS.

168 & 169 STRAND, W.C.

Solicitors.

NOTE.—This margin is reserved for Binding, and must not be written across.

The NOMINAL CAPITAL of the Enderby and Hovey

Stanley Granite Company, Limited,

has by a Resolution of the Company dated 23<sup>rd</sup> day of July 1918

been increased by the addition thereto of the sum of £25,000, divided into

2500 shares of £10 each beyond the Registered Capital of

fifty thousand pounds

Signature Jas Marshall

Description Secretary

Date 29<sup>th</sup> August 1918

This statement must be signed by the Manager or by the Secretary of the Company.

Certificate No.

42628 / 57

Price Twopence.

Form No. 10.

"THE COMPANIES ACTS, 1908 and 1913."



80346  
31 AUG 1918

Notice of increase in the Nominal Capital

of the

*Enderby and Honey Stanton*  
*Granite*

Company, *Limited*

Pursuant to Section 44 of the Companies (Consolidation) Act, 1908.

This Notice should be signed by the Manager or by the Secretary of the Company, on page 3.

Presented for Filing by

RAWSON & STEVENS,

188 & 189 STRAND, W.C.

Solicitors.

NOTICE

Of increase in the nominal Capital of the Enderby and Honey  
Stanton Granite Company Limited

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The Enderby and Honey Stanton Granite  
Company Limited hereby gives you

notice, in accordance with Section 44 of "The Companies (Consolidation) Act, 1908," that

by a Resolution of the Company dated the 23<sup>rd</sup> day of July 1918

the nominal Capital of the Company has been increased by the addition thereto of the sum

of Twenty five thousand pounds,

divided into two thousand five hundred Shares of

One pound each, beyond the registered Capital of

£ 50,000

Dated the 29<sup>th</sup> day of August 1918.

Signature

Jas Marshall  
Secretary

\* \* This Notice should be signed by the Manager or by the Secretary of the Company.

21-8-18

NOTE.—This margin is reserved for binding, and must not be written across.

5  
THE COMPANIES (CONSOLIDATION) ACT, 1908

SPECIAL RESOLUTIONS

— OF —

THE ENDERBY AND STONEY STANTON GRANITE  
COMPANY LIMITED.

Passed 5th July, 1918. Confirmed 23rd July, 1918.

80333

31 AUG 1918

At an EXTRAORDINARY GENERAL MEETING of the Members of the said Company, duly convened and held at the MIDLAND GRAND HOTEL, St. Pancras, London, on the 5th day of July, 1918, the following SPECIAL RESOLUTIONS were duly passed.

And at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly convened and held at the MIDLAND GRAND HOTEL, St. Pancras, London, aforesaid, on the 23rd day of July, 1918, the following SPECIAL RESOLUTIONS were duly confirmed:—

1. That the capital of the Company be increased to £75,000 by the creation of 2,500 shares of £10 each to be called Ordinary Shares ranking *pari passu* in all respects with the Ordinary Shares in the original capital of the Company.

2. That the Articles of Association be altered in manner following that is to say: There shall be inserted after Article 104 the following Article Nod. 104a:—

104a (1) The Company in General Meeting may from time to time and at any time pass a resolution to the effect that it is desirable to capitalise any part of the undivided profits of the Company standing to the credit of any of the Company's reserve funds or to the credit of the profit and loss account, and that accordingly such sum be set free for distribution among the Members holding Ordinary Shares in the capital of the Company in accordance with their rights and interests in the profits free of income tax, and that the same be not paid in cash but be applied in paying up in whole or in part any share capital of the Company for the time being unpaid or unissued, and that such fully paid or partly paid share capital be distributed among the Members holding Ordinary Shares in the capital of the Company in accordance with their rights and interest in the profits.

(2) When such resolution has been passed on any occasion the Directors may allot and issue the share capital therein referred to credited as fully or partly paid up to the Members holding Ordinary Shares in the capital of the Company according to their rights and interest in the profits of the Company and may make provisions for fractions and may nominate any person to execute on behalf of the Shareholders who are to receive such fully or partly paid shares an Agreement providing for the issue of the same to be filed with the Registrar of Joint Stock Companies.

*John Marshall*  
Secretary.

*Ce. 10/12/28*  
*N.R. 11/10/11*

THE COMPANIES ACTS, 1908 TO 1917.

Special Resolution

— OF —

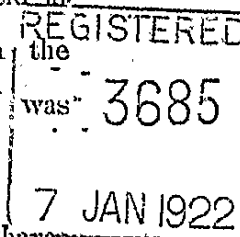
**THE ENDERBY AND STONEY STANTON GRANITE  
COMPANY LIMITED.**



Passed 15th December, 1921. Confirmed 30th December, 1921.

At an EXTRAORDINARY GENERAL MEETING of the Members of the said Company, duly convened and held at the MIDLAND GRAND HOTEL, St. Pancras, London, on the 15th Day of December, 1921, the undermentioned SPECIAL RESOLUTION was duly passed.

And at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly convened and held at the MIDLAND GRAND HOTEL, St. Pancras, London, aforesaid, on the 30th day of December, 1921, the said SPECIAL RESOLUTION was duly confirmed:—



That each of the existing £10 Ordinary and Preference Shares of the Company be divided into 10 £1 Ordinary and Preference Shares respectively, so that the proportion between the amount paid and the amount (if any) unpaid on each Share of £1 shall be the same as it was in the case of the £10 Share from which the Share of £1 is derived.

*Jas Marshall*  
Secretary.

Certificate No. 42628  
NT 416100

Price Twopence.

Form No. 10.

"THE COMPANIES ACTS, 1908 to 1917."

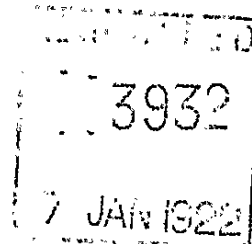


Notice of Increase in the Nominal Capital

of the Enderby, Stoney, Stanton Granite  
Company Limited

Company, Limited

Pursuant to Section 44 of the Companies (Consolidation) Act, 1908.



This Notice should be signed by the Manager or by the Secretary of the Company, on page 3.

Presented for Filing by

A. Cooper Dawson

188. Strand W.

1922



## NOTICE

Of increase in the nominal Capital of the Enderby & Stoney  
Stanton Granite Co Ltd.

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The Enderby & Stoney Stanton Granite Co Ltd.

.....hereby gives you

notice, in accordance with Section 44 of "The Companies (Consolidation) Act, 1908," that

by a Resolution of the Company dated the 30 day of Dec 1921

the nominal Capital of the Company has been increased by the addition thereto of the sum

of £11950. pounds,

divided into 11950 Shares of

£1. each, beyond the registered Capital of

£100,000

11950  
11950

Dated the 31 day of Dec 1921.

Signature

Jas Marshall

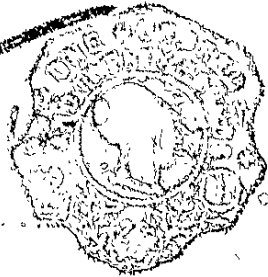
Secretary

NOTE.—This margin is reserved for binding, and must not be written across.

Certificate No. 42628 *LP*

*NT 181641*

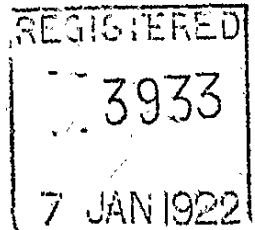
Form No. 20.



*The Enderby, Stoney Stanton Granite* COMPANY, LIMITED.

STATEMENT of Increase of Nominal Capital pursuant to s. 112 of 54 and 55  
Vict., ch. 39 (Stamp Act, 1891), as amended by s. 7 of 62 and 63 Vict., ch. 9 (Finance  
Act, 1899). (NOTE.—The Stamp Duty on an Increase of Nominal Capital is Five  
Shillings for every £100 or fraction of £100.)

This statement is to be filed with the Notice of Increase registered under Section 44  
of the Companies (Consolidation) Act, 1908. If not so filed within 15 days after the  
passing of the Resolution by which the Registered Capital is increased, Interest on the  
Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also  
payable (s. 5, Revenue Act, 1903).



Presented for Registration by

*A. Cooper Dawson*

*188. Strand WC 2*

NOTE.—This margin is reserved for Binding, and must not be written across.

The NOMINAL CAPITAL of the Enderby, Sloney

Stanton Granite Company, Limited,

has by a Resolution of the Company dated 30 Dec 1921

been increased by the addition thereto of the sum of £ 11,950, divided into

11,950 shares of £ 1 each beyond the Registered Capital of

£100,000

Signature Jas Marshall

Description Secretary

Date 31 Dec 1921

This statement must be signed by the Manager or by the Secretary of the Company.

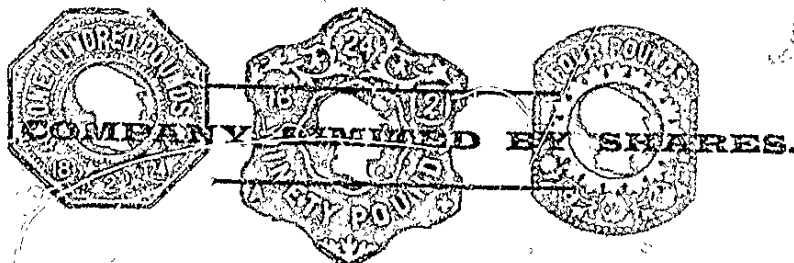
Number of  
Certificate

42628

~~41644~~

[Form No. 26.]

THE STAMP ACT, 1891; THE FINANCE ACT, 1899;  
THE REVENUE ACT, 1903; and THE FINANCE ACT, 1920.



Inland  
Revenue  
Duty Stamp  
to be  
impressed  
here.

Statement of Increase of the Nominal Capital

OF

*The Enderby and Stony Stanton  
Granite Company*

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891;  
Section 7 of The Finance Act, 1899; Section 5 of The  
Revenue Act, 1903; and Section 39 of The Finance Act, 1920.

(See Page 2 of this Form.)

This Statement has to be registered with the Notice of Increase in the  
Nominal Capital required under Section 44 of The Companies (Consolidation)  
Act, 1908.

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE NUMBER: HOLBORN 248.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers

116 & 117 CHANCERY LANE, LONDON, W.C. 2,  
and 13 BROAD STREET PLACE, E.C. 2.

Presented for filing by

*see face account Bryan*

*188 Strand*

*10.13*

*Palmer*

*147*

REGISTERED  
27396  
16 FEB 1924

# THE NOMINAL CAPITAL

OF

*The Enderby and Stoney Stanton*  
*Granite Company* LIMITED,

has been increased by the addition thereto of the sum of

*£19,322* Pounds,

divided into *19,322* Shares

of *one pound* each,

beyond the Registered Capital of

*£611,950*  
*19 322*  
*131 272*

Signature

*J. Marshall*

Description

*Secretary*

Dated the *fourteenth* day

*11*

of *February* 19 *24*

\* \* This Statement should be signed by an Officer of the Company.

NOTE.—This form is reserved for binding, and must not be written across.

THE STAMP ACT, 1891; THE FINANCE ACT, 1899;  
THE REVENUE ACT, 1903; and THE FINANCE ACT, 1920.

COMPANY LIMITED BY SHARES.

STATEMENT OF INCREASE

OF THE

NOMINAL CAPITAL

OF

*The Enderby and Storey*

*Stanton Granite Company*

LIMITED.

Number of  
Certificate

42628

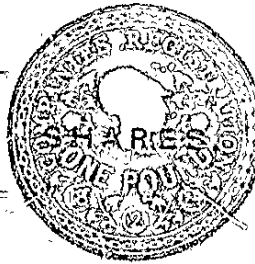
~~444444~~

182

Form No. 10.

"THE COMPANIES ACTS, 1908 to 1917."

COMPANY LIMITED BY



Ad valorem  
Companies  
Fee Stamp  
to be  
impressed  
here.

# Notice of Increase in the Nominal Capital

OF  
*The Enderby and Stonery Stanton  
Granite Company*

LIMITED.

Pursuant to Section 44 of The Companies (Consolidation) Act, 1908.

(See Page 2 of this Form).

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

79103  
TELEPHONE: HOLBORN 434 (2 LINES).

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Public

116 TO 118 CHANCERY LANE, LONDON, W.C. 2.

and 13 BROAD STREET PLACE, E.C. 2.

Presented for filing by

*Walter Allen Bryant*

188 Strand

D.B.

*Director*

1146



REGISTERED  
2,27395  
16 FEB 1924

# Notice of Increase in the Nominal Capital

OF

*The Enderby and Honey Stanton  
Gravite Company — Limited.*

To THE REGISTRAR OF JOINT STOCK COMPANIES.

The above-named Company hereby gives you notice, in accordance with  
Section 44 of The Companies (Consolidation) Act, 1908, that by a Resolution  
of the Company dated the *28<sup>th</sup>* day of *January* 19*24*  
the Nominal Capital of the Company has been increased by the addition thereto  
of the sum of *£19,322* Pounds,  
divided into *19,322* Shares  
of *one pound* each, beyond the  
Registered Capital of *£111,950* Pounds.

Signature

Description

*Jaem Marshall*  
*Secretary*

Dated the *fourteenth* day

of

*February* 19*24*

*111,950*  
*19,322*  

---

*131,272*

\* \* This Notice should be signed by the Manager or Secretary of the Company.



"The Companies Acts, 1908 to 1917."

COMPANY LIMITED BY SHARES.

NOTICE OF INCREASE

IN THE

NOMINAL CAPITAL

OF

*The Loder and  
Stoney Station*

*Granite Company  
Limited*

LIMITED.

JORDAN & SONS, LIMITED,

COMPANY REGISTRATION AGENTS, PRINTERS, AND PUBLISHERS.

110 TO 115 CHANCERY LANE, LONDON, W.C.2, AND 13 BROAD STREET PLACE, E.C.

14.1.24  
24.  
THE COMPANIES ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

[COPY.]

## Special Resolution

OF THE

# Enderby & Stoney Stanton Granite Company Limited.

PASSED 16TH JULY, 1924.

CONFIRMED 31ST JULY, 1924.

FILED

AUGUST, 1924.

REGISTERED  
124213

2 AUG 1924

At an Extraordinary General Meeting of the Members of the above-named Company, duly convened and held at 16, Pocklington's Walk, Leicester, on the 16th day of July, 1924, the following Special Resolution was duly passed, and at a subsequent Extraordinary General Meeting, also duly convened and held at the same place on the 31st day of July, 1924, the following Special Resolution was duly confirmed:—

### RESOLUTION.

That the Articles of Association be altered in manner following, namely:—

(a) Articles 12a, 12b, 12c, 12d, 12e, 12f, and 12g shall be cancelled.

(b) After Article 37 the following Article shall be inserted, namely:—

37a. Whenever the Capital by reason of the issue of Preference Shares or otherwise is divided into different classes of Shares, all or any of the rights and privileges attached to each class may be modified, commuted, affected, abrogated or dealt with by Agreement between the Company and any person purporting to contract on behalf of that class, provided such Agreement is ratified in writing by the holders of at least three fourths in nominal value of the issued shares of the class, or is confirmed by an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions herein contained as to General Meetings shall *mutatis* apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy one-fifth of the nominal amount of the issued shares of the class. This clause is not to derogate from any powers the Company would have had if this clause were omitted.

IN ARTICLE 44, THE WORDS "OR ELSEWHERE," SHALL BE CANCELLED, AND THERE SHALL BE SUBSTITUTED THEREFOR THE WORDS "OR ELSEWHERE."

(d) After Article 45, the following new Article shall be inserted:—

45a. Whenever it is intended to pass a Special Resolution the two meetings may be convened by one and the same Notice, and it shall be no objection that the Notice only convenes the second Meeting contingently on the Resolution being passed by the requisite majority at the first Meeting.

(e) In Article 47 the words "For all other purposes the quorum for a General Meeting shall be members personally present, not being less than five in number, and holding or representing by proxy not less than one-half part of the issued Capital of the Company," shall be cancelled, and there shall be substituted therefor the words "For all other purposes the quorum shall be five members."

(f) Article 63 shall be cancelled, and the following Article shall be substituted therefor:—

63. Unless and until otherwise determined by the Company in General Meeting, the Directors shall not be less than five nor more than eleven in number.

(g) Article 64 shall be cancelled.

(h) Article 67 shall be cancelled and the following Article shall be substituted therefor:—

67. No person not being a Director retiring at the meeting shall, unless recommended by the Directors for election, be eligible for the office of a Director at any General Meeting unless not less than the prescribed time before the day appointed for the meeting there shall have been given to the Secretary Notice in writing by some person duly qualified to be present and vote at the meeting for which such Notice is given of his intention to propose such person for election, and also Notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that between the date when the Notice is served or deemed to be served and the day appointed for the meeting there shall be not less than three nor more than fourteen clear intervening days.

(i) Article 68 shall be cancelled and the following Article shall be substituted therefor:—

68. There shall be paid to the Directors for their services such remuneration as a General Meeting of the Company may from time to time determine, and this remuneration shall be divided amongst the Directors entitled thereto in such manner as they shall from time to time determine. In addition to the above remuneration, the Directors shall be entitled to such travelling, hotel and other expenses and disbursements made by them in the execution of their duty as Directors as the Board shall sanction.

(j) The following Article shall be inserted after Article 68, namely:—

A Resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

(k) In sub-paragraph (c) of Article 70 the figures "£75,000" shall be substituted for the figures "£10,000."

In Clause (g) of Article 70 the words "by two Directors and countersigned by the Secretary" shall be cancelled, and there shall be substituted therefor the words "in such manner as the Directors shall from time to time by resolution determine."

Clause (h) of Article 70 shall be cancelled and there shall be substituted therefor the following Clauses :—

(h) They may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company either for a fixed term or without any limitation as to the period of office, and may from time to time remove or dismiss any Managing Director from office, and appoint another in his place.

(hr) A Managing Director shall not while he continues to hold that office be subject to retirement by rotation, and he shall not be taken into account in determining the rotation or retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

(h2) The remuneration of a Managing Director shall from time to time be fixed by the Directors, and may be by way of salary or commission, or participation in profits, or by any or all of those modes.

(h3) They may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

(l) In sub-paragraph (c) of Article 72, the words "or in the case of any Director named in these presents or elected under the provisions contained in Article No. 64 he fail to acquire such number within the prescribed time" shall be cancelled.

(m) In Article 84 the word "two" shall be cancelled, and there shall be substituted therefor the word "four."

(n) In Article 86 the words "A Meeting of Directors summoned under this Article shall be held at the registered office of the Company" shall be cancelled.

(o) Article 94 shall be cancelled.

(p) Article 95 shall be cancelled and the following Article shall be substituted therefor :—

95. The Capital of the Company at the time of the adoption of this Article is £131,272, divided into 25,000 Preference Shares of £1 each, and 106,272 Ordinary Shares of £1 each.

(q) In Article 104, after the words "for equalising Dividends," the words following shall be added : "or for the payment of special dividends," and at the end of this Article there shall be added the words following :—

The Directors may also carry to the Reserve Fund or to any special or other Reserve Fund any sum received by way of premium on the issue of any Shares, Debentures or Debenture Stock of the Company, and any profits realised upon the sale or shewn by a re-valuation of any assets of the Company, and any sum so carried to Reserve may be applied for any of the purposes authorised by this Article.

V. H. M. Lister

Secretary.

42622/1111



THE COMPANIES ACT, 1929,  
COMPANY LIMITED BY SHARES.

Extraordinary Resolution  
of the Holders of Preference Shares  
of

REGISTERED  
31 JAN 1939

THE ENDERBY & STONEY STANTON  
GRANITE COMPANY LIMITED.

Passed 24th January, 1939.

At a separate GENERAL MEETING of the holders of the Preference Shares of The Enderby & Stoney Stanton Granite Company Limited, duly convened and held at the Registered Office of the Company, Welford House, Welford Place, Leicester, on the 24th day of JANUARY, 1939, the following Resolution was duly passed as an Extraordinary Resolution :—

RESOLUTION.

That this meeting of the Preference Shareholders of The Enderby & Stoney Stanton Granite Company Limited hereby, pursuant to Article 37 (a) of the Company's Articles confirms the conditional agreement dated the 14th January, 1939, and made between the Company of the first part, Charles Hamilton Martin (on behalf of all the Preference Shareholders of the Company) of the second part, and the said Charles Hamilton Martin (on behalf of all the Ordinary Shareholders of the Company) of the third part.

C. H. Martin Chairman.

31 JAN 1939

42629/115

*[Handwritten mark]*



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES **REGISTERED**

**Extraordinary Resolution**

**31 JAN 1939**

of the Holders of Ordinary Shares

of

**THE ENDERBY & STONEY STANTON  
GRANITE COMPANY LIMITED.**

*Passed 24th January, 1939.*

At a separate GENERAL MEETING of the holders of the Ordinary Shares of The Enderby & Stoney Stanton Granite Company Limited, duly convened and held at the Registered Office of the Company, Welford House, Welford Place, Leicester, on the 24th day of JANUARY, 1939, the following Resolution was duly passed as an Extraordinary Resolution :—

RESOLUTION.

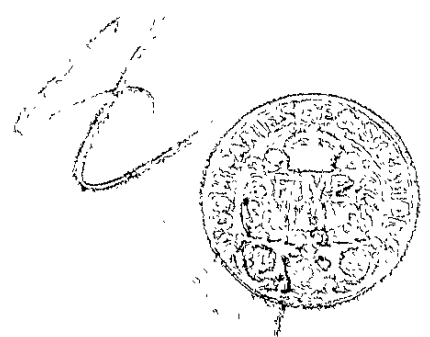
THAT this meeting of the Ordinary Shareholders of The Enderby & Stoney Stanton Granite Company Limited hereby, pursuant to Article 37 (a) of the Company's Articles, confirms the conditional agreement dated the 14th January, 1939, and made between the Company of the first part, Charles Hamilton Martin (on behalf of all the Preference Shareholders of the Company) of the second part, and the said Charles Hamilton Martin (on behalf of all the Ordinary Shareholders of the Company) of the third part.

*C. H. Martin*

*Chairman.*

*[Handwritten signature]*

42678/106



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

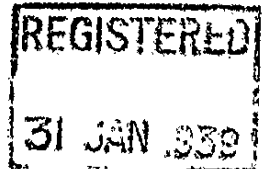
**Special Resolution**

pursuant to Section 117 (2)

of

**THE ENDERBY & STONEY STANTON  
GRANITE COMPANY LIMITED**

*Passed 24th January, 1939.*



At an EXTRAORDINARY GENERAL MEETING of The Enderby & Stoney Stanton Granite Company, Limited, duly convened and held at the Registered Office of the Company, Welford House, Welford Place, Leicester, on the 24th day of JANUARY, 1939, the following Resolution was duly passed as a Special Resolution:—

RESOLUTION.

THAT the Articles of Association, a print whereof has been laid before this meeting, and for the purposes of identification subscribed by the Chairman thereof, be and the same are hereby adopted as the Articles of Association of the Company to the exclusion of and in substitution for all the existing Articles of Association thereof.

C. H. Martin

Chairman.

175

CLIFFORD-TURNER & CO.,  
11, OLD JEWRY,  
LONDON, E.C.2.

Handwritten signature and a date stamp '31 JAN 1939'.

28

THE COMPANIES ACT, 1929

---

COMPANY LIMITED BY SHARES.

---

**e Enderby & Stoney Stanton Granite  
Company, Limited.**

---

**NEW  
Articles of Association**

---

*adopted pursuant to Special Resolution passed on the 24th day of January 1939.*



THE COMPANIES ACT, 1929.

---

COMPANY LIMITED BY SHARES.

---

**The Enderby & Stoney Stanton Granite  
Company, Limited.**

---

**NEW  
Articles of Association**

---

*Adopted pursuant to Special Resolution passed on the 14th day of January 1939*

BROOMHEAD, WIGHTMAN & REED,  
14, GEORGE STREET,  
SHEFFIELD.

*C. H. Martin*

*Chairman.*

*21st January 1939.*

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

NEW

## Articles of Association

OF

### The Enderby & Stoney Stanton Granite Company, LIMITED.

*(Adopted pursuant to Special Resolution passed on the 24th day of  
January, 1939)*

1. Subject as hereinafter provided the regulations contained in Table "A" in the First Schedule to the Companies Act, 1929 (which regulations are hereinafter called Table "A"), shall, except in so far as they are inconsistent with or are modified or superseded by the following regulations, apply to the Company.

2. The capital of the Company is £131,272 divided into 25,000 6 per cent. Cumulative Preference Shares of £1 each and 106,272 Ordinary Shares of £1 each.

The said Preference Shares confer on the holders thereof the right to receive in priority to all other shares in the capital of the Company out of the profits of the Company which it shall be determined to distribute a fixed cumulative preferential dividend at the rate of 6 per cent. per annum on the capital for the time being paid up thereon and the right in the event of a winding up in priority to all other shares in the capital of the Company to a return of the capital paid up thereon and to payment of all arrears and accruals of the said cumulative preferential dividend down to the commencement of the winding up (whether earned or declared or not) but do not confer any further right to participate in profits or assets.

3. The Company may issue Preference Shares which are or which at the option of the Company are to be liable to be redeemed.
4. Upon any offer of shares for subscription it shall be lawful for the Company and the Directors, so far as by law allowed on its behalf in addition to the power to pay brokerage, to pay a commission to any person or corporation in consideration of his or its subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares of the Company, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by law and shall not exceed the rate of 10 per cent. of the price at which such shares are issued, or an amount equivalent thereto and such commission may be paid or satisfied either in cash or by the allotment of shares or securities fully or partly paid.
5. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction or by statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.
6. In Article 2 of Table "A" the words "Ordinary Resolution" shall be substituted for the words "Special Resolution."
7. In Article 3 of Table "A" the words "one-tenth" shall be substituted for the words "one-third."
8. The Article following shall be substituted for Article 7 of Table "A."

The Company shall have a first and paramount lien upon all the shares other than fully paid shares registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 5 hereof is to have full

effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien if any, on such shares.

9. The proceeds of sale of such shares (instead of being applied as in Article 10 of Table "A" provided) shall be applied in payment of such debts, liabilities and engagements as and when the period for the payment, fulfilment or discharge thereof respectively arrives, and any surplus shall be paid to such Member, his executors, administrators or assigns and Article 10 of Table "A" shall be modified accordingly.

10. The Directors may decline to register any Transfer of Shares without assigning any reason therefor and in Article 19 of Table "A" the words "not being fully paid shares" shall be omitted.

11. The Article following shall be substituted for Article 39 of Table "A":—

A General Meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be determined by the Directors.

12. Subject to the provisions of the Companies Act, 1929, Section 117 (2) relating to special resolutions, with the consent in writing of all the Members for the time being, a General Meeting may be convened on a shorter notice than seven days, and in any manner they think fit, and Article 42 of Table "A" shall be modified accordingly.

13. The Chairman of the Board of Directors shall preside at every General Meeting, but if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman of the Meeting.

14. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands, unless a poll is (before or on declaration of the result of the show of hands) demanded by

the Chairman or by at least one Member present in person or by proxy and entitled to vote and unless a poll is so demanded a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof without proof of the number of the votes recorded in favour of or against such resolution.

15. The Article following shall be substituted for Article 54 of Table "A":—

On a show of hands every Member shall have one vote only. In case of a poll every holder of Ordinary Shares shall be entitled to one vote for each Ordinary Share, and every holder of Preference Shares shall be entitled to one vote for each five Preference Shares of which he is the holder.

16. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote, save that a corporation being a Member of the Company may appoint as its proxy any officer of such corporation whether a Member of the Company or not, and Article 59 of Table "A" shall be modified accordingly. An instrument appointing a proxy may appoint several persons in the alternative and Article 61 of Table "A" shall be modified accordingly.

17. Until otherwise determined by the Company in General Meeting the number of Directors shall not be less than three nor more than eleven and Article 64 of Table "A" shall not apply. The qualification of a Director shall be the holding of shares of any class in the capital of the Company of the nominal value of £300.

18. The words "with such powers and authorities" shall be deemed to be inserted in Article 68 of Table "A" immediately after the words "for such term," and the words "subject to the provisions of any contract between him and the Company" shall be deemed to be inserted in the same clause immediately after the words "but his appointment shall."

19. The Directors may from time to time appoint any person, whether a Director or Member of the Company or not, to the office of Manager, and Article 68 of Table "A" shall be modified accordingly.

20. The office of a Director shall be vacated:—

- (1) If by notice in writing to the Company he resigns the office of a Director.
- (2) If he absents himself from the meetings of the Company during a continuous period of six months without special leave of absence from the other Directors and they pass a resolution that he has by reason of such absence vacated office.
- (3) If he becomes bankrupt or insolvent or enters into any arrangement with his creditors.
- (4) If he is prohibited from being a Director by any Order made under any of the provisions of the Companies Act, 1929, Sections 217 or 275.
- (5) If he is found lunatic or becomes of unsound mind.
- (6) If he ceases to hold his share qualification.

21. Any resolution passed by the Directors notice whereof shall be given to the Members in the manner in which notices are by Table "A" directed to be given and which shall, within one month after it shall have been so passed, be ratified and confirmed in writing by Members entitled at a poll to three-fifths of the votes shall be as valid and effectual as a resolution of a General Meeting; but this clause shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the statutes or these presents ought to be dealt with by Special or Extraordinary Resolution.

22. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

23. Any Director shall in addition to such remuneration as he may be entitled to as a Director, be paid all disbursements, travelling, hotel, entertaining and other expenses incurred by him on behalf of, or in connection with, the business of the Company.

24. A Director may hold any other office or place of profit under the Company, except that of Auditor, upon such terms as to remuneration, tenure of office and otherwise as may be determined by the Board.

25. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract nor any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest shall be disclosed by him in accordance with the provisions of Section 149 of the Act. No Director shall as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid: and if he do so vote his vote shall not be counted but this prohibition may at any time or times be suspended or relaxed to any extent by a General Meeting and such prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security for advances or by way of indemnity.

26. No person except a retiring Director shall, unless recommended by the Directors for election, be eligible for the office of a Director at any General Meeting unless not less than the prescribed time before the day appointed for the meeting there shall have been given to the Secretary notice in writing, by some member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting, there shall be not less than seven nor more than twenty-one clear intervening days.

27. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. No Director for the time being out of the United Kingdom shall be entitled to notices convening meetings of the Directors, and it shall not be obligatory to send such notices to any Director for the time being out of the United Kingdom.

28. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be three, and Article 82 of Table "A" shall not apply.

29. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions, by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

30. The Directors may from time to time at their discretion borrow or secure the payment of any sum or sums of money for the purposes of the Company and may raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds perpetual or redeemable debentures or debenture stock or any mortgage charge or other security on the undertaking or the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being. Provided that the amount for the time being remaining undischarged of moneys borrowed by the Directors for the purpose of the Company shall not at any time without the previous sanction of the Company in General Meeting exceed the nominal amount of the authorised capital of the Company, but no debt incurred or security given in respect of moneys borrowed in excess of the limit hereby imposed shall be invalid or ineffectual except in the case of express notice at the time when the debt was incurred or security given that the limit hereby imposed has been exceeded.

31. Without prejudice to the general powers conferred by Article 67 of Table "A" and so as not in any way to limit or restrict those powers, and without prejudice to the other powers conferred by Table "A" and by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say, power :—

- (A) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit.
- (B) To appoint and at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine



their powers and duties, and to fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.

- (c) To accept from any Member on such terms and conditions as shall be agreed a surrender of his shares or stock or any part thereof.
- (d) To appoint any person or persons (whether a Director or Directors of the Company or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purpose, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee.
- (e) To give to any person employed by the Company a commission in the profits of any particular business or transaction or a share in the general profits of the Company, and such commission or share of profits shall be treated as part of the working expenses of the Company.
- (f) To sell, grant, let, exchange, surrender or otherwise dispose of absolutely or conditionally, or for any limited estate or interest, all or any part of the property of the Company.

32. The Company in General Meeting may from time to time and at any time pass a resolution to the effect that it is desirable to capitalise any part of the undivided profits of the Company standing to the credit of any of the Company's reserve funds or to the credit of the profit and loss account, including any reserves arising from the appreciation of capital assets, and that accordingly such sum, free of income tax, be set free for distribution among the Members in accordance with their rights and interests in the profits on the footing that the same be not paid in cash but be applied in payment in full or in part of either ordinary or preference shares (if any) or debentures or debenture stock of the Company, and that such shares, debentures or debenture stock as the case may be, be distributed among the Members in accordance with their rights and interests in the profits. When such resolution has been passed on any occasion the Directors may allot and issue the shares therein referred to credited as fully or partly paid up, as the case may be, to the Members according to their rights and interests in the profits, with full power to make such provisions by the issue of fractional certificates or otherwise as

they think expedient for the case of fractions. Prior to such allotment the Directors may authorise any person on behalf of the Members to receive such allotment to enter into an agreement with the Company providing for the allotment to them of such shares credited as fully or partly paid up, and any agreement made under such authority shall be effective.

33. A dividend may be paid at any time, and either by way of interim dividend or otherwise or by a distribution in specie among the Members of any shares, stock, bonds, debentures, or other securities of any other company, and Article 90 of Table "A" shall be modified accordingly. All dividends and interest shall belong and be paid (subject to the Company's lien) to those Members who shall be on the register at the date at which such dividend shall be declared, or at the date on which such interest shall be payable respectively, notwithstanding any subsequent transfer or transmission of shares.

34. All dividends unclaimed for one year after having been declared may be invested by the Directors for the benefit of the Company, and all dividends unclaimed for three years, after having been declared may, whether the Member has had actual notice thereof or not, be forfeited by the Directors for the benefit of the Company.

35. Any notice if served by post shall be deemed to be served on the day following that on which it is posted, and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted, and Article 103 of Table "A" shall be modified accordingly. If a Member has no registered address in the United Kingdom and has not supplied to the Company an address within the United Kingdom at which notices shall be served upon him, he shall not be entitled to any notices and Article 104 of Table "A" shall not apply.

36. Article 107 of Table "A" shall not apply, but any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents or (in the case of a Member who shall not have a registered place of address in the United Kingdom) posted up in the registered office of the Company shall notwithstanding such Member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any shares or stock, whether held solely

or jointly with other persons by such Member, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these provisions be deemed to be sufficient service of such notice or document on his executors or administrators and all persons, if any, jointly interested with him in any such shares or stock.

37. In the case of a sale by the Directors under the powers conferred by these Articles, the Directors, or in the case of a sale by the Liquidator, under Section 234 of the Companies Act, 1929, the Liquidator may subject to any consent which may be required on the part of any class of shareholder, by the contract of sale agree for the issue or allotment to the Members direct of the proceeds of sale in proportion to their respective interests in this Company. The Directors, or in the case of a sale by the Liquidator under Section 234 of the Companies Act, 1929, the Liquidator, may further by the contract limit a time at the expiration of which obligations or shares not accepted or required to be sold under the next succeeding Article shall be deemed to have been refused and shall be at the disposal of the purchasing Company or the Liquidator.

38. Upon any such sale by the Directors, any Member who may be unwilling to accept the shares, obligations or interest to which under such sale he would be entitled, and upon any such sale by the Liquidator, a Member who shall not have effectually dissented under the said section, and who may be so unwilling as aforesaid may (in the case of a sale by the Directors) within fourteen days after notice shall have been given to him in manner hereinbefore prescribed of the denomination and amount of the obligations, shares or interest to which he shall be entitled thereunder, or (in the case of a sale by the Liquidator), within fourteen days after the passing of the resolution authorising the sale by notice in writing to the Directors or the Liquidator (as the case may be), require the sale of such obligations or shares and thereupon the same shall be sold in such manner as the Directors or the Liquidator (as the case may be) shall think fit, and the proceeds of such sale shall be paid to the Member requiring such sale.

39. Before recommending any dividend the Directors may set aside out of the profits of the Company such sum or sums as they think proper as a Reserve Fund and such Reserve Fund shall be applicable at the discretion of the Directors to discharge any Debentures, Debenture Mortgage or Debenture Stock, Mortgage

Debt or encumbrance upon the property of the Company or any part thereof or for meeting contingencies or for repairing improving and maintaining any of the property of the Company or for equalising dividends or for payment of such dividends or for such other purpose as they shall think conducive to the interests of the Company. The Directors may from time to time invest the sum or sums so set apart as a Reserve Fund upon such investments (other than shares of the Company) as they may think fit and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the Reserve Fund into such further funds as they think fit and employ the Reserve Fund or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets. The Directors may also carry to the Reserve Fund or to any special or other Reserve Fund any sums received by way of premium on the issue of any shares, debentures or debenture stock of the Company and any profits realised upon the sale or shown by re-valuation of any assets of the Company and any sum so carried to reserve may be applied for any of the purposes authorised by this Article.

40. Every Director, officer or servant of the Company, shall be indemnified out of its funds against, and it shall be the duty of the Directors out of the funds of the Company to pay and satisfy all costs, charges, expenses, losses and liabilities incurred by him in the conduct of the Company's business or in the discharge of his duties.

41. The Company is a "Private Company" within the meaning of Section 26 of the Companies Act, 1929, and accordingly (1) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company; (2) the number of the Members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company, were, while in that employment and have continued after the determination of that employment to be Members of the Company) shall be limited to fifty, provided that for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member; and (3) the right to transfer the shares of the Company is restricted in manner hereinbefore appearing.

42. Articles 7, 39, 47, 48, 50, 54, 64, 66, 69, 72, 82, 93, 101, 104, and 107 of Table "A" shall not apply to the Company.

*C. H. Martin.*

*Chairman.*

*24 January 1939.*

---

COMPANY LIMITED BY SHARES.

---

**The Enderby & Stoney Stanton  
Granite Company, Limited.**

---

**NEW  
Articles of Association**

---

*Adopted pursuant to Special Resolution passed on the  
24<sup>th</sup> day of January 1938*

BROOMHEAD, WIGHTMAN & REED,  
14, GEORGE STREET,  
SHEFFIELD.

CLIFFORD-TURNER & CO.,  
11, OLD JEWRY,  
LONDON, E.C. 2.

No. of Company 42628C. <sup>123</sup>

THE COMPANIES' ACT 1929.

COMPANY LIMITED BY SHARES.

[Copy]

**Special Resolution**

(Pursuant to Section 117 (2))

OF

**THE ENDERBY AND STONEY STANTON GRANITE COMPANY LIMITED,**

Passed 28th September, 1944.

Filed

REGISTERED

12 OCT 1944

At an EXTRAORDINARY GENERAL MEETING of the members of the said Company duly convened and held at the Registered Office of the Company, Welford House, Welford Place, Leicester, on the 28th day of September, 1944, the following SPECIAL RESOLUTION was duly passed:—

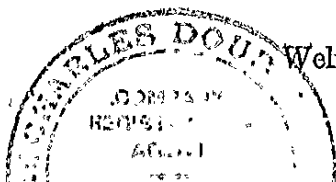
SPECIAL RESOLUTION.

THAT the Articles of Association of the Company be altered by inserting the following Article after Article 31:—

"31a. For the purpose of any Scheme instituted by the Company for providing pensions life assurance or other benefits for its employees the Directors shall be deemed employees of the Company and may accordingly (if otherwise qualified under the provisions of the Scheme) become members thereof and receive and retain all benefits to which they may become entitled thereunder. The Directors may pay out of the Company's moneys any premiums or contributions becoming payable by the Company under the provisions of any such Scheme including premiums and contributions payable in respect of Directors who are members thereof and any Director may vote at Board Meetings upon any resolution or matter relating to any such Scheme (including a resolution for payment by the Company of contributions thereunder) notwithstanding that he is personally interested in such resolution or matter. In the event of any conflict between this Article and any other Article of these presents the provisions of this Article shall in all cases prevail.

*A. Clark*  
Secretary.

Welford House,  
Welford Place,  
Leicester.



THE COMPANIES ACT, 1948

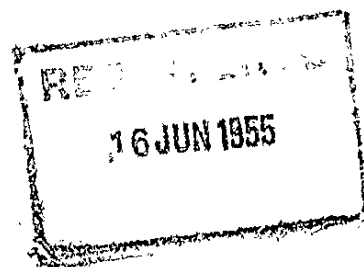
COMPANY LIMITED BY SHARES

**Special Resolution**

OF

**The Enderby and Stoney Stanton Granite  
Company Limited**

Passed 7th June, 1955



At an EXTRAORDINARY GENERAL MEETING of THE ENDERBY AND STONEY STANTON GRANITE COMPANY LIMITED held at the Registered Office of the Company, 21 NEW WALK, LEICESTER, on the 7th day of JUNE, 1955, the following Resolution was passed as a Special Resolution :

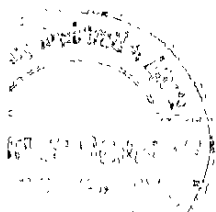
**RESOLUTION**

That the provisions of the Memorandum of Association of the Company with respect to the Company's objects be altered by inserting after Clause 3 sub-clause (N) thereof the following new sub-clause (Na) :

(Na) To lend money to and guarantee the performance of the obligations of, and the payment of the capital and principal of, and dividends and interest on, any stock, shares and securities of any company, firm or person in any case in which such loan or guarantee may be considered likely directly or indirectly to further the objects of this Company or the interests of its members.

*C. H. Martin.*

Chairman.



148  
"The Companies Acts, 1862 to 1890."

COMPANY LIMITED BY SHARES

Memorandum of Association

OF THE

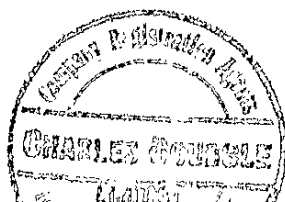
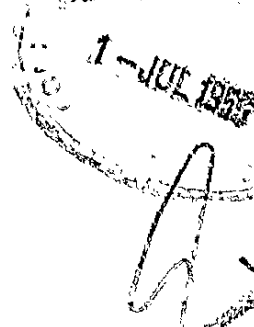
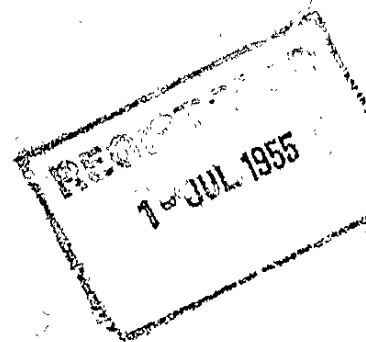
ENDERBY AND STONEY STANTON  
GRANITE COMPANY, LIMITED

1. The name of the Company is "THE ENDERBY AND STONEY STANTON GRANITE COMPANY, 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 acquire and take over as a going concern the business of Granite Quarry Proprietors and Granite Merchants, now carried on at Narborough elsewhere, in the county of Leicester, by BENJAMIN NOWELL and JOSEPH ROBSON, under the firm or style of "THE ENDERBY AND STONEY STANTON GRANITE COMPANY," and all or any of the assets and liabilities of the proprietors of that business in connection therewith, and with a view thereto to adopt and carry into effect, with or without modification, an agreement which has already been prepared, and is expressed to be made between the said BENJAMIN NOWELL and JOSEPH ROBSON of the one part, and the Company of the other part; a copy whereof has, for the purpose of identification, been indorsed with the signatures of FREDERIC MANUELLE, GEORGE JAMES NASH and H. J. GRACE, three of the Subscribers hereto.





- (b) To purchase, take on lease, or otherwise acquire any granite quarries or quarrying rights in Leicestershire or elsewhere in Great Britain, and any interest therein, and to explore, work, exercise and develop and turn to account the same.
- (c) To win, get, quarry, dress, manipulate, prepare for market and sell granite and mineral substances, and to carry on such quarrying or other operations as may seem conducive to any of the Company's objects.
- (d) To cultivate or let on lease or agreement for such terms as may be deemed expedient or otherwise turn to account the surface lands of the quarries and properties of the Company, or any part or parts thereof that may from time to time be not required to be used for quarrying purposes.
- (e) To buy, sell, take in exchange, hire and deal in granite, plant, machinery, implements, rolling stock, trucks, conveniences, provisions and all things capable of being used in connection with granite quarrying or farming operations, or required by workmen, labourers and others employed by the Company.
- (f) To construct, carry out, maintain, improve, manage, work, control and superintend any roads, ways, tramways, railway bridges, reservoirs, watercourses, aqueducts, wharves, mills, crushing works, hydraulic works, electrical works, factories, shops, stores, warehouses, buildings and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company, and to contribute to or assist in the carrying out, establishment, construction, maintenance, improvement, management, working, control or superintendence, of any such operations, and to purchase, take on lease or otherwise acquire any land of any tenure for the aforesaid purposes, or any or either of them.
- (g) To carry on all or any of the following businesses, namely:—dealers in bricks; and brick and tile makers, manufacturers of concrete paving, or contractors, and any other businesses which

may seem to the Company directly or indirectly conducive to any of these objects.

- (b) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or which is possessed of property suitable for the purposes of this Company.
- (i) To enter into any arrangement for sharing profits, union of interests, co-operation, amalgamation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (j) To sell or dispose of the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (e) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (f) To promote any company or companies for the purpose of acquiring all or any part of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

- (m) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
  - (n) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock perpetual or otherwise charged upon all or any of the Company's property (both present and future) including its uncalled Capital.
  - (na) To lend money to and guarantee the performance of the obligations of, and the payment of the capital and principal of, and dividends and interest on, any stock, shares and securities of any company, firm or person in any case in which such loan or guarantee may be considered likely directly or indirectly to further the objects of this Company or the interests of its members. ✓
  - (o) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
  - (p) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
  - (q) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
  - (r) To distribute any of the property of the Company among the Members in specie.
  - (s) To do all such other things as are incidental or conducive to the attainment of the above objects.
4. The liability of the Members is limited.
5. The Capital of the Company is £50,000 divided into 2,500 Preference Shares of £10 each, and 2,500 Ordinary Shares of £10 each.

At the several  
meetings of being form  
association, and we  
of the Company se

Name

F. MANUP

B. NOV

F. T

And, 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
F. MANUELLE, <i>Merchant,</i> 101 Leadenhall Street.	One
B. NOWELL, <i>Stone Merchant,</i> Auriol House, West Kensington.	One
F. B. WILMER, <i>Surveyor,</i> Alliance Chambers, Leicester.	One
G. J. NASH, <i>Merchant's Clerk,</i> 4 Salisbury Terrace, West Kensington Park.	One
JOSEPH G. SIMPKIN, <i>Manufacturer,</i> Hinckley, Leicestershire.	One
J. ROBSON, 22 Kensington Crescent, Kensington, <i>Stone Merchant.</i>	One
H. J. GRACE, <i>Manager of Quarries,</i> The Knoll, Narborough, Leicestershire.	One

Dated this 27th day of November, 1894.

Witness to the Signatures of Benjamin Nowell, George James Nash and Joseph Robson,

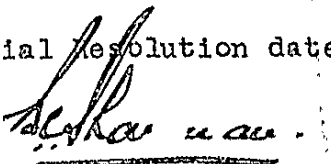
WILLIAM VENN,  
15 New Inn, Strand, London,  
*Solicitor.*

Witness to the Signature of Frederic Manuelle,  
BENJN HEATH WOODCOCK,  
15 New Inn, London, W.C.,  
*Solicitor.*

Witness to the Signatures of Frederic Bradford Wilmer, Joseph Guy Simpkin and Henry Jinks Grace,

V. M. WOODHOUSE,  
*Solr.*  
Clerk to Messrs. Freer & Co., Solrs.,  
Leicester.

Certified a true copy of the new Memorandum of Association altered by Special Resolution dated 7th June 1955.



Director

COMPANY LIMITED BY SHARES



AGREEMENT BY THE SHAREHOLDERS OF  
**THE ENDERBY & STONEY  
STANTON GRANITE COMPANY LIMITED**

WE MOUNTSORREL HOLDINGS LIMITED of 21 New Walk, Leicester.  
BASIL CAMPBELL SHARMAN of The Flat, Quorn House, Quorn,  
Leicestershire,  
THOMAS KILBURN of 68 Oakleigh Park North, Whetstone, London,  
N.20,  
CHARLES SELWYN PRYOR of Great Lodge, Framlingham, Wood-  
bridge, Suffolk, and  
JOHN NEWTON FREARS of Narborough House, Narborough,  
Leicestershire,  
being together the registered holders of all the Issued Share Capital of THE  
ENDERBY & STONEY STANTON GRANITE COMPANY LIMITED  
hereby agree to the following Resolution:—

RESOLUTION

THAT the Articles of Association of the Company be altered in the  
manner following:

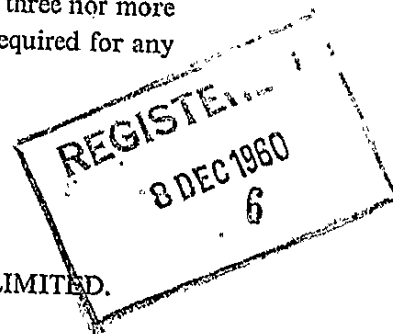
- (a) by deleting Article 17 and substituting therefor the following new  
Article:

“17. Until otherwise determined by the Company in General  
Meeting the number of Directors shall not be less than three nor more  
than fifteen. No shareholding qualification shall be required for any  
Director”.

- (b) by deleting paragraph (6) of Article 20.

Dated this Seventh day of November 1960.

For and on behalf of MOUNTSORREL HOLDINGS LIMITED.



L. J. THOMPSON,

Secretary,

B. C. SHARMAN

T. KILBURN

C. S. PRYOR

J. N. FREARS

## COMPANY LIMITED BY SHARES.

## Special Resolutions

OF

## The Enderby and Stoney Stanton Granite Company, Limited

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Clifford's Inn, London, E.C.4, on Tuesday, the 23rd day of October, 1962, the following Resolutions were duly passed as SPECIAL RESOLUTIONS:—

SPECIAL RESOLUTIONS.

1. THAT the Memorandum of Association of the Company with respect to its objects be altered by the deletion therefrom of paragraphs (n) and (na) of Clause 3 and the substitution therefor of the following new paragraph:—

"(n) To borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit, and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description, and either with or without the Company receiving any consideration to guarantee or secure (with or without a mortgage or charge on all or any part of the undertaking and assets, present and future, and the uncalled capital of the Company) the performance of the obligations, and the payment of the capital or principal of, and dividends or interest and premiums on, and any other moneys payable in respect of, any shares, stocks, debentures, debenture stock or other securities of any company which is for the time being the Company's holding company or another subsidiary of the Company's holding company (within the meaning of Section 154 of the Companies Act, 1948), and (without prejudice to the generality of the foregoing) to charge the undertaking and assets, present and future, and any uncalled capital of the Company by way of collateral security for the payment of the principal moneys represented by and premiums (if any) and interest on and any other moneys payable in respect of the Redeemable Debenture Stock of Redland Holdings Limited constituted and secured by a Trust Deed dated the 10th day of August 1960 and two Supplemental Trust Deeds dated the 15th day of March 1962 and the 30th day of March 1962 respectively each of which Trust Deeds was made between Redland Holdings Limited of the one part and Baring Brothers & Co., Limited (as trustees) of the other part and the principal moneys represented by and premiums (if any) and interest on and any other moneys payable in respect of any additional Debenture Stock created to rank *pari passu* in point of security with the said Debenture Stock."

2. THAT the Articles of Association of the Company be altered by the deletion of Article 30 and the substitution therefor of the following new Article:—

"30. 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 and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party."

- 7 NOV 1962

Chairman

42628  
7/1/68  
1/168  
CERTIFIED a true copy of the Memorandum  
of Association of The Enderby and  
Stoney Stanton Granite Company Limited as  
altered by Special Resolution passed on  
the 23rd day of October, 1962.

COMPANIES  
REGISTRATION

THE COMPANIES ACTS, 1862 to 1890

AND

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF

### The Enderby and Stoney Stanton Granite Company, LIMITED.

1. The name of the Company is "THE ENDERBY AND STONEY  
STANTON GRANITE COMPANY, 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 acquire and take over as a going concern the business  
of Granite Quarry Proprietors and Granite Merchants,  
now carried on at Narborough and elsewhere, in the  
county of Leicester, by Benjamin Nowell and Joseph  
Robson, under the firm or style of "The Enderby  
and Stoney Stanton Granite Company," and all or  
any of the assets and liabilities of the proprietors of  
that business in connection therewith, and with a view  
thereto to adopt and carry into effect, with or without  
modification, an agreement which has already been  
prepared, and is expressed to be made between the  
said Benjamin Nowell and Joseph Robson of the one  
part, and the Company of the other part; a copy  
whereof has, for the purpose of identification, been  
indorsed with the signatures of Frederic Manuelle,  
George James Nash and H. J. Grace, three of the  
subscribers hereto.

REGISTERED  
27 NOV 1962  
6

- (B) To purchase, take on lease, or otherwise acquire any granite quarries or quarrying rights in Leicestershire or elsewhere in Great Britain, and any interest therein, and to explore, work, exercise and develop and turn to account the same.
- (C) To win, get, quarry, dress, manipulate, prepare for market and sell granite and other mineral substances, and to carry on such quarrying or other operations as may seem conducive to any of the Company's objects.
- (D) To cultivate or let on lease or agreement for such terms as may be deemed expedient or otherwise turn to account the surface lands of the quarries and properties of the Company, or any part or parts thereof that may from time to time be not required to be used for quarrying purposes.
- (E) To buy, sell, take in exchange, hire and deal in granite, plant, machinery, implements, rolling stock, trucks, conveniences, provisions and all things capable of being used in connection with granite quarrying or farming operations, or required by workmen, labourers and others employed by the Company.
- (F) To construct, carry out, maintain, improve, manage, work, control and superintend any roads, ways, tramways, railway bridges, reservoirs, watercourses, aqueducts, wharves, mills, crushing works, hydraulic works, electrical works, factories, shops, stores, warehouses, buildings and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company, and to contribute to or assist in the carrying out, establishment, construction, maintenance, improvement, management, working, control or superintendence, of any such operations, and to purchase, take on lease or otherwise acquire any land of any tenure for the aforesaid purposes, or any or either of them.
- (G) To carry on all or any of the following businesses, namely:—dealers in bricks, and brick and tile makers, manufacturers of concrete paving, or contractors, and any other businesses which may seem to the Company directly or indirectly conducive to any of these objects.



- (H) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or which is possessed of property suitable for the purposes of this Company.
- (I) To enter into any arrangement for sharing profits, union of interests, co-operation, amalgamation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (J) To sell or dispose of the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (K) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (L) To promote any company or companies for the purpose of acquiring all or any part of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (M) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

(N) To borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit, and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description, and either with or without the Company receiving any consideration in guarantee or secure (with or without a mortgage or charge on all or any part of the undertaking and assets, present and future, and the uncalled capital of the Company) the performance of the obligations, and the payment of the capital or principal of, and dividends or interest and premiums on, and any other moneys payable in respect of, any shares, stocks, debentures, debenture stock or other securities of any company which is for the time being the Company's holding company or another subsidiary of the Company's holding company (within the meaning of Section 154 of the Companies Act, 1948), and (without prejudice to the generality of the foregoing) to charge the undertaking and assets, present and future, and any uncalled capital of the Company by way of collateral security for the payment of the principal moneys represented by and premiums (if any) and interest on and any other moneys payable in respect of the Redeemable Debenture Stock of Redland Holdings Limited constituted and secured by a Trust Deed dated the 10th day of August 1960 and two Supplemental Trust Deeds dated the 15th day of March 1962 and the 30th day of March 1962 respectively and each of which Trust Deeds was made between Redland Holdings Limited of the one part and Baring Brothers & Co., Limited (as trustees) of the other part and the principal moneys represented by and premiums (if any) and interest on and any other moneys payable in respect of any additional Debenture Stock created to rank *pari passu* in point of security with the said Debenture Stock.

- (O) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments. ✓
  - (P) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests. ✓
  - (Q) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company. ✓
  - (R) To distribute any of the property of the Company among the Members in specie. ✓
  - (S) To do all such other things as are incidental or conducive to the attainment of the above objects. ✓
4. The liability of the Members is limited. ✓
5. The Capital of the Company is £50,000 divided into 2,500 Preference Shares of £10 each, and 2,500 Ordinary Shares of £10 each. ✓

NOTE.—The capital is now £131,272, divided into 25,000 6 per cent. Cumulative Preference Shares of £1 each and 106,272 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, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
F. MANUELLE, 101, Leadenhall Street, Merchant ...	One.
B. NOWELL, Auriol House, West Kensington, Stone Merchant ... ..	One.
F. B. WILMER, Alliance Chambers, Leicester, Surveyor	One.
G. J. NASH, 4, Salisbury Terrace, West Kensington Park, Merchant's Clerk ... ..	One.
JOSEPH G. SIMPKIN, Hinckley, Leicestershire, Manufacturer ... ..	One.
J. ROBSON, 22, Kensington Crescent, Kensington, Stone Merchant ... ..	One.
H. J. GRACE, The Knoll, Narborough, Leicestershire, Manager of Quarries ... ..	One.

Dated this 27th day of November, 1894.

Witness to the Signatures of Benjamin Nowell, George James Nash and Joseph Robson—

WILLIAM VENN,  
15, New Inn, Strand, London,  
Solicitor.

Witness to the Signature of Frederic Manuelle —

BENJN. HEATH WOODCOCK,  
15, New Inn, London, W.C.,  
Solicitor.

Witness to the Signatures of Frederic Bradford Wilmer, Joseph Guy Simpkin and Henry Jinks Grace—

V. M. WOODHOUSE, Solicitor,  
Clerk to Messrs. Freer & Co., Leicester,  
Solicitors.

182

42628

THE COMPANIES ACT, 1948  
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

THE ENDERBY AND STONEY STANTON GRANITE  
COMPANY, LIMITED

Passed the 30th day of March 1967

AT an EXTRAORDINARY GENERAL MEETING of the above-  
named Company duly convened and held at Redland House,  
Castle Gate, Reigate, Surrey on the Thirtieth day of  
March 1967 the following Resolution was duly passed as  
a SPECIAL RESOLUTION :-

RESOLUTION

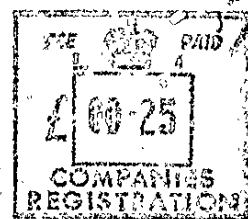
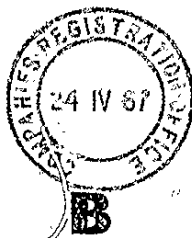
"THAT the name of the Company be changed to  
Redland Roadstone Limited"

M S Anderson  
N. S. Anderson

Chairman

REGISTERED  
24 APR 1967

No. 42628



Reference: C.R.

BOARD OF TRADE

COMPANIES ACT, 1948

THE ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED

Pursuant to the provisions of Sub-Section (1) of Section 18 of the Companies Act, 1948, the Board of Trade hereby approve of the name of the above-named Company being changed to

REDLAND ROADSTONE LIMITED

REGISTERED  
27 APR 1967

Signed on behalf of the Board of Trade

this TWENTY-SEVENTH DAY OF APRIL

ONE THOUSAND NINE HUNDRED AND SIXTY SEVEN.

*L.S. Whisfield.*

C.50

Authorised in that behalf by the  
President of the Board of Trade

DUPLICATE FOR THE FILE

No. 42628

1183



## Certificate of Incorporation on Change of Name

Whereas

THE ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED

was incorporated as a limited company under the

COMPANIES ACTS, 1862 AND 1890,

on the THIRTIETH DAY OF NOVEMBER, 1894

And Whereas by special resolution of the Company and with the approval of the Board of Trade it has changed its name.

Now therefore I hereby certify that the Company is a limited company incorporated under the name of

REDLAND ROADSTONE LIMITED

Given under my hand at London, this TWENTY-SEVENTH DAY OF APRIL  
ONE THOUSAND NINE HUNDRED AND SIXTY SEVEN.

Certificate received by

*R. H. Wilson*  
*Slaughter & May*

*L. S. Whitfield*  
Assistant Registrar of Companies.

Date *27.4.67*

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

REDLAND ROADSTONE LIMITED

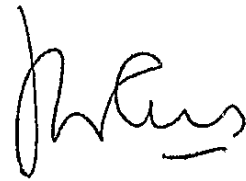
(Passed 20th February, 1973)

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held on the 20th day of February 1973 the following Resolutions were duly passed as SPECIAL RESOLUTIONS:-

RESOLUTIONS

1. THAT the 25,000 6 per cent. Cumulative Preference Shares of £1 each in the capital of the Company be and the same are hereby converted into 25,000 Ordinary Shares of £1 each ranking pari passu with the existing Ordinary Shares of the Company.
2. THAT the Regulations contained in the printed document submitted to this Meeting and, for the purpose of identification signed by the Chairman hereof, be and the same are hereby adopted as the Articles of Association of the Company.

Chairman



Dated 20th February 1973.



42628  
199  
Miss  
Private

*Photo*

THE COMPANIES ACTS

COMPANY LIMITED BY SHARES

N E W

ARTICLES OF ASSOCIATION

- of -

REDLAND ROADSTONE LIMITED

(Adopted by Special Resolution  
passed on 20th February, 1973)

- |   |                        |
|---|------------------------|
| 1. The Company is a private company and subject as hereinafter provided and except where the same are excluded or varied by or are inconsistent with these Articles, the Regulations contained in Part II of Table A in the First Schedule to The Companies Act, 1948 as amended by The Companies Act 1967 (hereinafter called "Table A") shall apply to the Company. Except as otherwise stated references herein to Regulations in Table A shall be construed as referring to those contained in Part I thereof.  | Table A                |
| 2. If any such separate general meeting as is referred to in Regulation 4 of Table A shall be adjourned by reason of there being no quorum present and if at any adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting the holder or holders of shares of the class present or represented shall be a quorum.  | Variation<br>of Rights |
| 3. Subject to any direction to the contrary that may be given by the Company in general meeting all the shares of the Company for the time being unissued shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as the Directors may determine, but so that no shares shall be issued at a discount except in accordance with Section 57 of The Companies Act, 1948 (hereinafter called "the Act"). | Shares                 |
| 4. The instrument of transfer of a share shall be signed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof: Provided that in the case of a partly paid share the instrument of transfer must also be signed by the transferee. Regulation 22 of Table A shall not apply.   | Transfer<br>of Shares  |
| 5. Subject to the provisions of the Act, a resolution in writing signed by all the Members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to  | General<br>Meetings    |



THE COMPANIES ACTS

COMPANY LIMITED BY SHARES

N E W

ARTICLES OF ASSOCIATION

- of -

REDLAND ROADSTONE LIMITED

(Adopted by Special Resolution  
passed on 20th February, 1973)

1. The Company is a private company and subject as hereinafter provided and except where the same are excluded or varied by or are inconsistent with these Articles, the Regulations contained in Part II of Table A in the First Schedule to The Companies Act, 1948 as amended by The Companies Act 1967 (hereinafter called "Table A") shall apply to the Company. Except as otherwise stated references herein to Regulations in Table A shall be construed as referring to those contained in Part I thereof. Table A
2. If any such separate general meeting as is referred to in Regulation 4 of Table A shall be adjourned by reason of there being no quorum present and if at any adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting the holder or holders of shares of the class present or represented shall be a quorum. Variation of Rights
3. Subject to any direction to the contrary that may be given by the Company in general meeting all the shares of the Company for the time being unissued shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as the Directors may determine, but so that no shares shall be issued at a discount except in accordance with Section 57 of The Companies Act, 1948 (hereinafter called "the Act"). Shares
4. The instrument of transfer of a share shall be signed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof: Provided that in the case of a partly paid share the instrument of transfer must also be signed by the transferee. Regulation 22 of Table A shall not apply. Transfer of Shares
5. Subject to the provisions of the Act, a resolution in writing signed by all the Members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to General Meetings

	<p>be proposed or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys, and signature in the case of a body corporate which is a Member shall be sufficient if made by a director thereof or by its duly authorised representative. Regulation 5 of Part II of Table A shall not apply.</p>
Errors in Counting Votes	<p>6. If at any general meeting of the Company any vote shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting and not in that case unless in the opinion of the Chairman of the meeting it shall be of sufficient magnitude to vitiate the result of the voting.</p>
Directors	<p>7. Unless and until otherwise determined by the Company in general meeting there shall be at least two Directors. Regulation 75 of Table A shall not apply.</p>
Corporate Directors	<p>8. Any corporation which is a director of the Company may by resolution of its directors authorise such person as it thinks fit to act as its representative at any meeting of the directors and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual director of the Company.</p>
Remuneration of Directors	<p>9. The Directors shall be entitled to such remuneration (if any) as shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The Directors (including alternate Directors) shall also be entitled to be paid their reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Directors or committees of the Directors or general meetings or otherwise incurred while engaged on the business of the Company. Regulation 76 of Table A shall not apply.</p>
Special Services	<p>10. Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may receive such extra remuneration by way of salary, commission, percentage of profits or otherwise as the Directors may determine.</p>
No Share Qualification	<p>11. A Director or alternate Director need not be a Member of the Company but nevertheless shall be entitled to attend and speak at any general meeting of the Company. Regulation 77 and paragraph (a) of Regulation 88 of Table A shall not apply.</p>
Power to Borrow	<p>12. The Directors may exercise all the powers of the Company to borrow or raise money, to give guarantees, and to mortgage or charge the Company's 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 (including its holding company). Regulation 79 of Table A shall not apply.</p>

13. particular Company subject 199 of a Director officer firm and with su interest it shall relatin or firm meeting reasona at the may vot is inte when an conside A shall

14. another a resol in his remove being n remuner subject existin and eac and dia Direct shall l acts a cease any res of alt writin signed

15.

13. A Director shall be capable of contracting or of participating in the profits of any contract with the Company in the same manner as if he were not a Director, subject to his complying with the provisions of Section 199 of the Act. A general notice to the Board given by a Director to the effect that he is a member, director or officer of a specified company or a member of a specified firm and is to be regarded as interested in all transactions with such company or firm shall be sufficient declaration of interest under this Article, and after such general notice it shall not be necessary to give any special notice relating to any subsequent transaction with such company or firm, provided that either the notice is given at a meeting of the Board or the Director giving the same takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given. A Director may vote on any contract or proposed contract in which he is interested and may be reckoned in estimating a quorum when any such contract or proposed contract is under consideration. Paragraph (2) of Regulation 84 of Table A shall not apply.

Interest  
of  
Directors

14. Each Director shall have the power to appoint either another Director or any person approved for that purpose by a resolution of the Directors, to act as alternate Director in his place during his absence and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties of the Director whom he represents. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director. All appointments and removals of alternate Directors shall be effected by instrument in writing delivered at the Registered Office of the Company and signed by the appointor.

Alternate  
Directors

15. At any time or from time to time :

Appointment  
and  
Removal of  
Directors

- (i) the holder or holders of a majority in nominal value of such part of the issued share capital of the Company as confers the right for the time being to attend and vote at general meetings of the Company by memorandum in writing signed by or on behalf of him or them and left at or sent to the Registered Office of the Company; or
- (ii) the Company in general meeting

may appoint any person to be a Director or remove any Director from office. Any removal of a Director from office hereunder 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  
of Directors

16. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall (subject to Regulation 88 of Table A) hold office until he is removed pursuant to the last preceding Article.

Pensions  
and  
Allowances

17. The Directors may grant retiring pensions or annuities or other allowances, including allowances on death, to any person or to the widow or dependants of any person in respect of services rendered by him to the Company as Managing Director, Manager or in any other executive office or employment in the Company or indirectly as an executive officer or employee of any subsidiary or associated company of the Company or of its holding company (if any) or of any predecessor in business of the Company notwithstanding that he may be or may have been a Director, and may make payments towards insurances or trusts for such purposes in respect of any such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person. Regulation 87 of Table A shall not apply.

Age of  
Directors

18. No person shall be disqualified from being appointed or re-appointed a Director of the Company and no Director of the Company shall be required to retire from that office by reason only of the fact that he has attained any particular age, nor need the age of any such person or Director or the fact that any such person or Director has attained any particular age be stated in any Notice or Resolution relating to his appointment or re-appointment, nor shall it be necessary to give special notice under Section 185 of the Act of any resolution appointing, re-appointing or approving the appointment of a Director.

Exclusion of  
Regulations  
89 to 97 of  
Table A

19. Regulations 89 to 97 (inclusive) of Table A shall not apply.

Committees

20. The Directors may delegate any of their powers to committees whether consisting wholly or partly of Directors or otherwise as they think fit. Any committee so formed shall, in exercise of the powers so delegated, conform with any regulations that may be imposed on it by the Directors. Regulation 102 of Table A shall not apply.

Proceedings  
of Directors

21. A resolution in writing signed by all the Directors for the time being or by all the members of a committee of Directors for the time being shall be as valid and effectual as a resolution passed at a meeting of the Directors or, as the case may be, of such committee, duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors, and signature in the case of a body corporate which is a Director shall be sufficient if made by a director of such body corporate or by its duly authorised representative. Regulation 106 of Table A shall not apply.

22.

more of Man  
for su  
and, s  
any pa  
to the  
Direct  
if he  
shall

23.

afores  
of sel  
or oth  
not) a  
109 of  
to and  
powers  
and wi  
collat  
and ma  
agreen  
withdr

24.

of the  
the Di  
by the  
the se  
some c  
and sh  
Direct  
113 of

25.

other  
the C  
Compa  
uncla  
decla  
rever

22. The Directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Manager or any other salaried office) for such period and on such terms as they shall think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Subject to the terms of any such agreement the appointment of any Director as Managing Director shall be ipso facto determined if he cease to be a Director. Regulation 107 of Table A shall not apply.

Executive  
Directors

23. A Director appointed to any executive office as aforesaid shall receive such remuneration (either by way of salary, commission, participation in profits or pension or otherwise howsoever, whether similar to the foregoing or not) as the Directors may determine. Regulations 108 and 109 of Table A shall not apply. The Directors may entrust to and confer upon any Director so appointed any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, either collaterally with or to the exclusion of their own powers and may from time to time (subject to the terms of any agreement entered into in any particular case) revoke, withdraw, alter or vary all or any of such powers.

Remuneration  
and Powers  
of Executive  
Directors

24. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director or by some other person appointed by the Directors for the purpose and shall be countersigned by the Secretary or by a second Director or by some other person as aforesaid. Regulation 113 of Table A shall not apply.

The Seal

25. The payment of any unclaimed dividend, interest or other sum payable on or in respect of a share or shares of the Company into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

Dividend

201  
COMPANY LIMITED BY SHARES

C O N S E N T

- of -

the holders of the Ordinary  
Shares

in

REDLAND ROADSTONE LIMITED

WE, the undersigned, being the Members holding all the issued Ordinary Shares of £1 each in the capital of Redland Roadstone Limited ("the Company") HEREBY CONSENT, pursuant to the Company's Articles of Association, to every variation of the rights attaching to such Ordinary Shares involved in or to be effected by the passing by the Company in general meeting of Special Resolutions in the form or to the effect set forth in the Notice convening an Extraordinary General Meeting of the Company for 9.45 am. the 20th day of February, 1973.

DATED this 19th day of February, 1973

For and on behalf of  
MOUNTSORREL HOLDINGS LTD.

C.R. CORNESS

For and on behalf of  
REDLAND TILES LTD.

C.R. CORNESS

For and on behalf of  
REDLAND QUARRIES LTD.

J.W.M. WALLACE

68/785

COMPANIES REGISTRATION  
- COMPANIES -

62612 / 202

THE COMPANIES ACTS

COMPANY LIMITED BY SHARES

CONSENT

- of -

the holders of the 6 per cent.  
Cumulative Preference Shares

✓  
REDLAND ROADSTONE LIMITED

The undersigned, being the Members holding all the issued 6 per cent. Cumulative Preference Shares of £1 each in the capital of Redland Roadstone Limited ("the Company") HEREBY CONSENT, pursuant to the Company's Articles of Association, to every variation of the rights attaching to such Cumulative Preference Shares involved in or to be effected by the passing by the Company in general meeting of Special Resolutions in the form or to the effect set forth in the Notice convening an Extraordinary General Meeting of the Company for 9.45 am. the 20th day of February, 1973.

DATED this 19th day of February, 1973.

For and on behalf of  
MOUNTSORREL HOLDINGS LTD.

C.R. CORNESS

For and on behalf of  
REDLAND TILES LTD.

C.R. CORNESS



No. 42628

205

THE COMPANIES ACTS

COMPANY LIMITED BY SHARES

M E M O R A N D U M

(As amended by Special Resolution  
passed on 23rd October, 1962)

- and -

N E W  
ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed  
on 20th February, 1973)

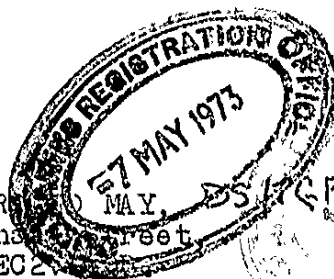
- of -

REDLAND ROADSTONE LIMITED

INCORPORATED the 30th day of November, 1891

16

SLAUGHTER  
35, Basinghall Street  
London, EC2A





No. 42628

[COAT OF ARMS]

CERTIFICATE OF INCORPORATION

of the

ENDERBY AND STONEY STANTON GRANITE COMPANY,  
LIMITED

I HEREBY CERTIFY that the Enderby and Stoney Stanton Granite Company, Limited is this day Incorporated under the Companies Acts, 1862 to 1890, and that the Company is Limited. Given under my hand at London this Thirtieth day of November One thousand eight hundred and ninety four.

J.S. Purnell.

Registrar of Joint Stock Companies.

No. 42628

[COAT OF ARMS]

CERTIFICATE OF INCORPORATION AND CHANGE OF NAME

---

WHEREAS

THE ENDERBY AND STONEY STANTON GRANITE  
COMPANY, LIMITED

was incorporated as a limited company under the

COMPANIES ACTS, 1862 and 1890

on the 30th day of November, 1894

AND WHEREAS by Special Resolution of the Company and with  
the approval of the Board of Trade it has changed its name

NOW THEREFORE I hereby certify that the Company is a  
Limited Company incorporated under the name of

REDLAND ROADSTONE

Given under my hand at London this Twenty-seventh  
day of April One thousand nine hundred and sixty-seven.

F.S. Whitfield

Assistant Registrar of  
Companies

THE COMPANIES ACTS

COMPANY LIMITED BY SHARES

RESOLUTIONS

- of -

REDLAND ROADSTONE LIMITED \*

Passed 24th January, 1939 :

EXTRAORDINARY RESOLUTION

THAT this meeting of the Ordinary Shareholders of The Enderby & Stoney Stanton Granite Company Limited hereby, pursuant to Article 37(A) of the Company's Articles, confirms the conditional agreement dated the 14th January, 1939, and made between the Company of the first part, Charles Hamilton Martin (on behalf of all the Preference Shareholders of the Company) of the second part, and the said Charles Hamilton Martin (on behalf of all the Ordinary Shareholders of the Company) of the third part.

Passed 23rd October, 1962 :

SPECIAL RESOLUTION

THAT the Memorandum of Association of the Company with respect to its objects be altered by the deletion of paragraphs (N) and (Na) of Clause 3 and the substitution therefor of the following new paragraph :-

"(N) To borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit, and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock, or other obligations or securities of any description, and either with or without the Company receiving any consideration to guarantee or secure (with or without a mortgage or charge on all or any part of

\*Formerly called THE ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED.

the undertaking and assets, present and future, and the uncalled capital of the Company) the performance of the obligations, and the payment of the capital or principal of, and dividends or interest and premiums on, and any other moneys payable in respect of, any shares, stocks, debentures, debenture stock or other securities of any company which is for the time being the Company's holding company or another subsidiary of the Company's holding company (within the meaning of Section 154 of the Companies Act, 1948), and (without prejudice to the generality of the foregoing) to charge the undertaking and assets, present and future, and any uncalled capital of the Company by way of collateral security for the payment of the principal moneys represented by and premiums (if any) and interest on and any other moneys payable in respect of the Redeemable Debenture Stock of Redland Holdings Limited constituted and secured by a Trust Deed dated the 10th day of August 1960 and two Supplemental Trust Deeds dated the 15th day of March 1962 and the 30th day of March 1962 respectively each of which Trust Deeds was made between Redland Holdings Limited of the one part and Baring Brothers & Co., Limited (as trustees) of the other part and the principal moneys represented by and premiums (if any) and interest on and any other moneys payable in respect of any additional Debenture Stock created to rank pari passu in point of security with the said Debenture Stock."

Given 20th February

WE, t  
all the  
capita  
HEREBY  
of Ass  
attach  
to be  
general  
form o  
conven  
Company

Passed 20th February

THAT  
Shares  
be and  
Ordinan  
the exi

Passed 20th February

Passed 30th March, 1967 :

#### SPECIAL RESOLUTION

THAT the name of the Company be changed to Redland Roadstone Limited.

THAT t  
documen  
purpose  
hereof,  
Article

Given 20th February, 1973 :

#### CLASS CONSENT

THE undersigned, being the members holding all the issued 6 per cent. Cumulative Preference Shares of £1 each in the capital of Redland Roadstone Limited ("the Company") HEREBY CONSENT, pursuant to the Company's Articles of Association, to every variation of the rights attaching to such Cumulative Preference Shares involved in or to be effected by the passing by the Company in general meeting of Special Resolutions in the form or to the effect set forth in the Notice convening an Extraordinary General Meeting of the Company for Tuesday the 20th day of February, 1973.

Given 20th February, 1973 :

CLASS CONSENT

WE, the undersigned, being the members holding all the issued Ordinary Shares of £1 each in the capital of Redland Roadstone Limited ("the Company") HEREBY CONSENT, pursuant to the Company's Articles of Association, to every variation of the rights attaching to such Ordinary Shares involved in or to be effected by the passing by the Company in general meeting of the Special Resolutions in the form or to the effect set forth in the Notice convening an Extraordinary General Meeting of the Company for Tuesday the 20th day of February, 1973.

Passed 20th February, 1973 :

SPECIAL RESOLUTION

THAT the 24,650 6 per cent. Cumulative Preference Shares of £1 each in the capital of the Company be and the same are hereby converted into 24,650 Ordinary Shares of £1 each ranking pari passu with the existing Ordinary Shares of the Company.

Passed 20th February, 1973 :

SPECIAL RESOLUTION

THAT the Regulations contained in the printed document submitted to this Meeting and, for the purpose of identification, signed by the Chairman hereof, be and the same are hereby adopted as the Articles of Association of the Company.

THE COMPANIES ACTS

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

REDLAND ROADSTONE LIMITED

(As amended by Special Resolution passed 23rd October 1962)

1. The name of the Company is "THE ENDERBY AND STONEY STANTON GRANITE COMPANY, 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 acquire and take over as a going concern the business of Granite Quarry Proprietors and Granite Merchants, now carried on at Narborough and elsewhere, in the county of Leicester, by BENJAMIN NOWELL and JOSEPH ROBSON, under the firm or style of "THE ENDERBY AND STONEY STANTON GRANITE COMPANY," and all or any of the assets and liabilities of the proprietors of that business in connection therewith, and with a view thereto to adopt and carry into effect, with or without modification, an agreement which has already been prepared, and is expressed to be made between the said BENJAMIN NOWELL and JOSEPH ROBSON of the one part, and the Company of the other part; a copy whereof has, for the purpose of identification, been indorsed with the signatures of FREDERIC MANUELLE, GEORGE JAMES NASH and H.J. GRACE, three of the Subscribers hereto.

\* The name of the Company was changed to REDLAND ROADSTONE LIMITED and a new Certificate of Incorporation was issued on 27th April, 1967.

- b) To purchase, take on lease, or otherwise acquire any granite quarries or quarrying rights in Leicestershire or elsewhere in Great Britain, and any interest therein, and to explore, work, exercise and develop and turn to account the same.
- c) To win, get, quarry, dress, manipulate, prepare for market and sell granite and mineral substances, and to carry on such quarrying or other operations as may seem conducive to any of the Company's objects.
- d) To cultivate or let on lease or agreement for such terms as may be deemed expedient or otherwise turn to account the surface lands of the quarries and properties of the Company, or any part or parts thereof that may from time to time be not required to be used for quarrying purposes.
- e) To buy, sell, take in exchange, hire and deal in granite, plant, machinery, implements, rolling stock, trucks, conveniences, provisions and all things capable of being used in connection with granite quarrying, or farming operations, or required by workmen, labourers and others employed by the Company.
- f) To construct, carry out, maintain, improve, manage, work, control and superintend any roads, ways, tramways, railway bridges, reservoirs, watercourses, aqueducts, wharves, mills, crushing works, hydraulic works, electrical works, factories, shops, stores, warehouses, buildings and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company, and to contribute to or assist in the carrying out, establishment, construction, maintenance, improvement, management, working, control or superintendence, of any such operations, and to purchase, take on lease or otherwise acquire any land of any tenure for the aforesaid purposes, or any or either of them.
- g) To carry on all or any of the following businesses, namely :- dealers in bricks, and brick and tile makers, manufacturers of concrete paving, or contractors, and any other businesses which may seem to the Company directly or indirectly conducive to any of these objects.
- h) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or which is possessed of property suitable for the purposes of this Company.
- i) To enter into any arrangement for sharing profits, union of interests, co-operation, amalgamation, joint adventure, reciprocal concession or otherwise with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction

- capable of indirectly
- (j) To sell or Company, or as the Company for shares, Company has similar to
- (k) To establish establishment institution calculated of the Company of such per allowances and to sub or benevol for any pub
- (l) To promote of acquiring liabilities purpose wh calculated otherwise company ha similar to any business directly o
- (m) To invest not immedi in such ma
- (n) To borrow any debt o in such ma particular undertaking property capital o of debent or securi or without or guaran or charge assets, p of the Co and the p dividends moneys pa debenture any compa holding o Company's Section 1 (without to charge future, a by way of the princ

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

- (j) To sell or dispose of the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.
- (k) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (l) To promote any company or companies for the purpose of acquiring all or any part of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (m) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (n) To borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit, and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description, and either with or without the Company receiving any consideration to guarantee or secure (with or without a mortgage or charge on all or any part of the undertaking and assets, present and future, and the uncalled capital of the Company) the performance of the obligations, and the payment of the capital or principal of, and dividends or interest and premiums on, and any other moneys payable in respect of, any shares, stocks, debentures, debenture stock or other securities of any company which is for the time being the Company's holding company or another subsidiary of the Company's holding company (within the meaning of Section 154 of the Companies Act, 1948), and (without prejudice to the generality of the foregoing) to charge the undertaking and assets, present and future, and any uncalled capital of the Company by way of collateral security for the payment of the principal moneys represented by and premiums



the day of March 1962 and the day of March 1962 respectively each of which Trust Deeds was made between Redland Holdings Limited of the one part and Baring Brothers & Co., Limited (as trustees) of the other part and the principal moneys represented by and premiums (if any) and interest on and any other moneys payable in respect of any additional Debenture Stock created to rank pari passu in point of security with the said Debenture Stock.

- (l) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
  - (p) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
  - (q) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
  - (r) To distribute any of the property of the Company among the members in specie.
  - (s) To do all such other things as are incidental or conducive to the attainment of the above objects.
4. The liability of the Members is limited.
5. The Capital of the Company is £50,000 divided into 2,500 Preference Shares of £10 each, and 2,500 Ordinary Shares of £10 each. \* \*

#### \* Capital History :

1. By a Special Resolution passed on 5th July, 1918, the capital of the Company was increased to £75,000 by the creation of 2,500 Shares of £10 each called Ordinary Shares and ranking pari passu in all respects with the Ordinary Shares in the capital of the Company.

2. By an Ordinary Resolution passed on 9th May, 1919, the capital of the Company was increased to £100,000 by the addition thereto of the sum of £25,000. divided into 2,500 Shares of £10 each.

3. 1921, the £ into 20 £1 that the pr (if any) un the case of

4. 1921, the c consisting capital of

5. 1926, the c consisting capital of

6. 1973, the 2 of £1 each 24,650 Ord the existin

3. By a Special Resolution passed on 15th December, 1921, the £10 Ordinary and Preference Shares were divided into 10 £1 Ordinary and Preference Shares respectively, so that the proportion between the amount paid and the amount (if any) unpaid on each Share of £1 was as it had been in the case of the £10 Share from which the £1 Share was derived.

4. By an Ordinary Resolution passed on 30th December, 1921, the capital of the Company was increased by £11,950 consisting of 11,950 Shares of £1 each beyond the registered capital of £100,000.

5. By an Ordinary Resolution passed on 14th February, 1926, the capital of the Company was increased by £19,322 consisting of 19,322 Shares of £1 each beyond the registered capital of £111,950.

6. By a Special Resolution passed on 20th February, 1973, the 24,650 6 per cent. Cumulative Preference Shares of £1 each in the capital of the Company were converted into 24,650 Ordinary Shares of £1 each ranking pari passu with the existing Ordinary Shares of the Company.

Witness  
Joseph

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
F. MANUELLE, Merchant, 101 Leadenhall Street.	One
B. NOWELL, Stone Merchant, Auriol House, West Kensington	One
F.B. WILMER, Surveyor, Alliance Chambers, Leicester	One
G.J. NASH, Merchant's Clerk, 4 Salisbury Terrace, West Kensington Park.	One
JOSEPH G. SIMPKIN, Manufacturer, Hinckley, Leicestershire.	One
J. ROBSON, 22 Kensington Crescent, Kensington Stone Merchant	One
H.J. GRACE, Manager of Quarries, The Knoll, Narborough, Leicestershire.	One

Dated this 27th day of November, 1894.

Witness to the Signatures of Benhamin Nowell, George James Nash and Joseph Robson,

WILLIAM VENN,  
15 New Inn, Strand, London,  
Solicitor.

Witness to the Signature of Frederic Manuelle,

BENJN HEATH WOODCOCK,  
15 New Inn, London, W.C.,  
Solicitor.

Witness to the Signatures of Frederic Bradford Wilmer,  
Joseph Guy Simpkin and Henry Jinks Grace,

V.M. WOODHOUSE,  
Solicitor.

Clerk to Messrs. Freer & Co., Solrs.,  
Leicester.

THE COMPANIES ACTS  
COMPANY LIMITED BY SHARES

NEW  
ARTICLES OF ASSOCIATION

- of -

REDLAND ROADSTONE LIMITED<sup>\*</sup>

(Adopted by Special Resolution  
passed on 20th February, 1973)

- |   |                        |
|---|------------------------|
| 1. The Company is a private company and subject as hereinafter provided and except where the same are excluded or varied by or are inconsistent with these Articles, the Regulations contained in Part II of Table A in the First Schedule to the Companies Act, 1948 as amended by the Companies Act 1967 (hereinafter called "Table A") shall apply to the Company. Except as otherwise stated references herein to Regulations in Table A shall be construed as referring to those contained in Part I thereof.  | Table A                |
| 2. If any such separate general meeting as is referred to in Regulation 4 of Table A shall be adjourned by reason of there being no quorum present and if at any adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting the holder or holders of shares of the class present or represented shall be a quorum.  | Variation<br>of Rights |
| 3. Subject to any direction to the contrary that may be given by the Company in general meeting all the shares of the Company for the time being unissued shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as the Directors may determine, but so that no shares shall be issued at a discount except in accordance with Section 57 of The Companies Act, 1948 (hereinafter called "the Act"). | Shares                 |
| 4. The instrument of transfer of a share shall be signed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof: Provided that in the case of a partly paid share the instrument of transfer must also be signed by the transferee. Regulation 22 of Table A shall not apply.   | Transfer<br>of Shares  |
| 5. Subject to the provisions of the Act, a resolution in writing signed by all the Members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed or by their duly appointed attorneys, shall be as valid  | General<br>Meetings    |

---

<sup>\*</sup>Formerly called THE ENDERBY AND STONEY STANTON GRANITE COMPANY, LIMITED.

all decisions as to it and shall be made at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys, and signature in the case of a body corporate which is a Member shall be sufficient if made by a director thereof or by its duly authorised representative. Regulation 5 of Part II of Table A shall not apply.

6. If at any general meeting of the Company any vote shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting and not in that case unless in the opinion of the Chairman of the meeting it shall be of sufficient magnitude to vitiate the result of the voting.

7. Unless and until otherwise determined by the Company in general meeting there shall be at least two Directors. Regulation 75 of Table A shall not apply.

8. Any corporation which is a director of the Company may by resolution of its directors authorise such person as it thinks fit to act as its representative at any meeting of the directors and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual director of the Company.

9. The Directors shall be entitled to such remuneration (if any) as shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The Directors (including alternate Directors) shall also be entitled to be paid their reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Directors or committees of the Directors or general meetings or otherwise incurred while engaged on the business of the Company. Regulation 76 of Table A shall not apply.

10. Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may receive such extra remuneration by way of salary, commission, percentage of profits or otherwise as the Directors may determine.

11. A Director or alternate Director need not be a Member of the Company but nevertheless shall be entitled to attend and speak at any general meeting of the Company. Regulation 77 and paragraph (a.) of Regulation 88 of Table A shall not apply.

12. The Directors may exercise all the powers of the Company to borrow or raise money, to give guarantees, and to mortgage or charge the Company's 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 (including its holding company). Regulation 79 of Table A shall not apply.

13. A contracting of any contract in any manner as his comply of the Act by a Director or director or member of as interest company or of interest general no any special transaction that either the Board reasonable and read a given. A proposed may be rec such contr consideration Table A shall

14. The appoint approved Directors place dur to remove appointme shall, ex power to respects with refe Company, acting, s functions he repres shall hav for whom Director Director to be a I of altern instrument Office of

15. A

(i)

(ii)

ma, appo

13. A Director shall be capable of contracting or of participating in the profits of any contract with the Company in the same manner as if he were not a Director, subject to his complying with the provisions of Section 199 of the Act. A general notice to the Board given by a Director to the effect that he is a member, director or officer of a specified company or a member of a specified firm and is to be regarded as interested in all transactions with such company or firm shall be sufficient declaration of interest under this Article, and after such general notice it shall not be necessary to give any special notice relating to any subsequent transaction with such company or firm, provided that either the notice is given at a meeting of the Board or the Director giving the same takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given. A Director may vote on any contract or proposed contract in which he is interested and may be reckoned in estimating a quorum when any such contract or proposed contract is under consideration. Paragraph (2) of Regulation 84 of Table A shall not apply.

Interest of  
Directors

14. Each Director shall have the power to appoint either another Director or any person approved for that purpose by a resolution of the Directors, to act as alternate Director in his place during his absence and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, while so acting, shall exercise and discharge all the functions, powers and duties of the Director whom he represents. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director. All appointments and removals of alternate Directors shall be effected by instrument in writing delivered at the Registered Office of the Company and signed by the appointor.

Alternate  
Directors

15. At any time or from time to time :

Appointment  
and Removal  
of Directors

- (i) the holder or holders of a majority in nominal value of such part of the issued share capital of the Company as confers the right for the time being to attend and vote at general meetings of the Company by memorandum in writing signed by or on behalf of him or them and left at or sent to the Registered Office of the Company; or

(ii) the Company in general meeting

may appoint any person to be a Director or remove

any Director from office. Any removal of a Director from office hereunder 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  
of Directors**

16. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall (subject to Regulation 88 of Table A) hold office until he is removed pursuant to the last preceding Article.

**Pensions and  
Allowances**

17. The Directors may grant retiring pensions or annuities or other allowances, including allowances on death, to any person or to the widow or dependants of any person in respect of services rendered by him to the Company as Managing Director, Manager or in any other executive office or employment in the Company or indirectly as an executive officer or employee of any subsidiary or associated company of the Company or of its holding company (if any) or of any predecessor in business of the Company notwithstanding that he may be or may have been a Director, and may make payments towards insurances or trusts for such purposes in respect of any such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person. Regulation 87 of Table A shall not apply.

**Age of  
Directors**

18. No person shall be disqualified from being appointed or re-appointed a Director of the Company and no Director of the Company shall be required to retire from that office by reason only of the fact that he has attained any particular age, nor need the age of any such person or Director or the fact that any such person or Director has attained any particular age be stated in any Notice or Resolution relating to his appointment or re-appointment, nor shall it be necessary to give special notice under Section 185 of the Act of any resolution appointing, re-appointing or approving the appointment of a Director.

**Exclusion of  
Regulations  
89 to 97 of  
Table A**

19. Regulations 89 to 97 (inclusive) of Table A shall not apply.

**Committees**

20. The Directors may delegate any of their powers to committees whether consisting wholly or partly of Directors or otherwise as they think fit. Any committee so formed shall, in exercise of the powers so delegated, conform with any regulations that may be imposed on it by the Directors. Regulation 102 of Table A shall not apply.

**Proceedings  
of Directors**

21. A resolution in writing signed by all the Directors for the time being or by all the members of a committee of Directors for the time being shall be as valid and effectual as a resolution passed at a meeting of the Directors or, as the case may be, of such committee, duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors,

and signature in the which is a Director by a director of duly authorised rep of Table A shall no

22. The Directors appoint one or more executive office (Director, Manager for such period and think fit and, sub agreement entered may revoke such app terms of any such any Director as Man factio determined in Regulation 107 of

23. A Director office as aforesaid tion (either by way participation in p howsoever, whether not) as the Direct 108 and 109 of Tab Directors may ent Director so appoin exercisable by the conditions and wit think fit, either exclusion of their to time (subject t entered into in an withdraw, alter or

24. The Directors custody of the sea the authority of of the Directors a that behalf, and a seal shall be aff Director or by son the Directors for countersigned by Director or by son Regulation 113 of

25. The paymen interest or other of a share or sha separate account Company a trustee dividend unclaimed years from the da dividend shall be the Company.



and signature in the case of a body corporate which is a Director shall be sufficient if made by a director of such body corporate or by its duly authorised representative. Regulation 106 of Table A shall not apply.

22. The Directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Manager or any other salaried office) for such period and on such terms as they shall think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. Subject to the terms of any such agreement the appointment of any Director as Managing Director shall be ipso facto determined if he cease to be a Director. Regulation 107 of Table A shall not apply.

Executive  
Directors

23. A Director appointed to any executive office as aforesaid shall receive such remuneration (either by way of salary, commission, participation in profits or pension or otherwise howsoever, whether similar to the foregoing or not) as the Directors may determine. Regulations 108 and 109 of Table A shall not apply. The Directors may entrust to and confer upon any Director so appointed any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, either collaterally with or to the exclusion of their own powers and may from time to time (subject to the terms of any agreement entered into in any particular case) revoke, withdraw, alter or vary all or any of such powers.

Remuneration  
and Powers  
of Executive  
Directors

24. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director or by some other person appointed by the Directors for the purpose and shall be countersigned by the Secretary or by a second Director or by some other person as aforesaid. Regulation 113 of Table A shall not apply.

The Seal

25. The payment of any unclaimed dividend, interest or other sum payable on or in respect of a share or shares of the Company into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

Dividend

THE COMPANIES ACTS  
COMPANY LIMITED BY SHARES

M E M O R A N D U M

(As amended by Special  
Resolution passed on 23rd  
October, 1962).

- and -

N E W  
ARTICLES OF ASSOCIATION

(Adopted by Special Resolution  
passed on 20th February, 197

- of -

REDLAND ROADSTONE LIMITED

SLAUGHTER AND MAY,  
35, Basinghall Street,  
London, EC2V 5DB.

but excluding those assets specified in  
Clause 2 hereof.

2. THE assets to be sold hereunder shall not include :-

- (a) the freehold properties owned by the Vendor  
at Westdown Quarry or the buildings and  
other fixtures thereon;
- (b) trade marks or trade names forming part  
of the assets of the said business;
- (c) the Via Nova asphalt plant, complete with  
tanks and feed hoppers, situated at Westdown  
Quarry;
- (d) one 38 RB Excavator;
- (e) one Chaseside 3000 Tractor Shovel;
- (f) two AEC Dumpers;
- (g) the book and other debts due to the Vendor  
in respect of the said business;
- (h) any cash standing to the credit of the  
Vendor's account at its bank in respect of the  
said business or cash in hand.

3. THE Vendor shall account to the Purchaser for any  
moneys paid to the Vendor after the Transfer Date in  
respect of goods invoiced on or after the Transfer  
Date in the name of the Purchaser and will wholly  
discontinue the said business as from the Transfer  
Date.

4.(A) THE consideration for the said sale and purchase shall be :-

(i)	in respect of the items referred to in paragraph (a) of Clause 1 hereof:	£400,000
(ii)	in respect of the items (if any) referred to in paragraph (b) of Clause 1 hereof:	Nil
(iii)	in respect of the items referred to in paragraph (c) of Clause 1 hereof:	£100,000
(iv)	in respect of the items referred to in paragraph (d) of Clause 1 hereof:	£ 105,000
(v)	in respect of the items referred to in paragraph (e) of Clause 1 hereof:	Nil
(vi)	in respect of the items (if any) referred to in paragraph (f) of Clause 1 hereof:	Nil
		<hr/> £ 605,000

(B) The said consideration shall be satisfied :-

- 11
- (i) as to <sup>£998</sup>~~£998~~ by the issue to the Vendor credited as fully paid of 998 "A" Ordinary Shares of £1 each and one "C" Deferred Share of £1 in the capital of the Purchaser; and
- (ii) as to the balance by a payment to the Vendor in cash of £604,001.

5. THE Purchaser shall complete all outstanding contracts, engagements and orders of the said business in a proper and workmanlike manner and shall indemnify

the Vendor  
costs, claim  
it in respect

6.(A) THE  
obtain the  
or parties  
the Vendor  
Vendor is a  
Purchaser  
contract with  
substitution  
Vendor was

(B) The  
release with  
Deed of Indem  
(Commercial  
in respect of  
Dumper.

7. THE Vendor  
of the asset  
Date or, in  
any licence,  
obtained, up  
or release.  
shall have  
relative pro  
absolutely.

the Vendor against all actions and proceedings, costs, claims and demands brought or made against it in respect thereof.

6.(A) THE Vendor shall use its best endeavours to obtain the consent of the other contracting party or parties to the substitution of the Purchaser for the Vendor as a party to any contract to which the Vendor is a party and upon obtaining the same the Purchaser shall (if necessary) enter into a new contract with such other contracting parties in substitution for the previous contract to which the Vendor was a party.

(B) The purchaser shall procure the release within one month from the date hereof of the Deed of Indemnity given by Redland Limited to Bowmaker (Commercial) Limited and Bowmaker Leasing Limited in respect of the lease of an Aveling Barford S.N.35 Dumper.

7. THE Vendor shall give to the Purchaser possession of the assets hereby agreed to be sold on the Transfer Date or, in the case of any asset in respect of which any licence, consent or release is required to be obtained, upon obtaining the requisite licence, consent or release. Until such licence, consent or release shall have been obtained the Vendor shall hold the relative property or asset in trust for the Purchaser absolutely.

8. THE said sale and purchase shall be completed as soon as possible after the execution of this Agreement when :-

(a) the Vendor shall (if so requested by the Purchaser) execute and do all such documents, acts and things as may be necessary to vest the property and other assets hereby agreed to be sold in the Purchaser and to give to it the full benefit of this Agreement;

(b) the Vendor and the Purchaser shall enter into a Lease of the land and on the terms short particulars of which are set out in the Third Schedule hereto; and

(c) the Purchaser shall allot and issue 998 "A" Ordinary Shares of £1 each and one "C" Deferred Share of £1 to the Vendor.

9. THE Vendor hereby represents and warrants to the Purchaser (so that such representations and warranties shall continue notwithstanding completion of the transfer of the said business to the Purchaser) :-

(a) that it is the legal and beneficial owner of the assets hereby agreed to be sold and is entitled to sell and transfer the same free from all encumbrances;

(b) that except as disclosed in writing to the Purchaser no part of the assets hereby agreed to be sold is subject to any mortgage, charge, lien, bill of sale, hire purchase agreement, licence or encumbrance;

(c) that it is the legal and beneficial owner of the freehold interest in the land short particulars of which are set out in the Third Schedule hereto;

(d) that all necessary permissions under the Town & Country Planning Acts or otherwise required for the quarrying of stone on not less than 99 acres out of the said land have been obtained and are in full force and effect;

(e) that the Vendor will not hereafter without the written consent of the Purchaser grant to any person a new service agreement or contract of employment in connection with the said business or alter the terms of any existing service agreement or contract of employment in connection therewith;

(f) that all work carried out by it prior to the Transfer Date in respect of each contract referred to in Clause 1(e) hereof has been or will be carried out to the full satisfaction of the customer concerned and complies or will comply in all respects with the tender agreement and other documents in connection with such contract and the Vendor hereby covenants that it will indemnify and keep indemnified the Purchaser against all actions, claims, costs and proceedings in connection with all such work done prior to the Transfer Date.

PROVIDED THAT in the event that any claim is made pursuant to paragraph (d) of this Clause the parties shall appoint an independent expert, or failing agreement between the parties, such expert shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors, who shall conduct a survey and report to the parties on the tonnage of limestone obtained or obtainable in respect of the area which the parties agree to be covered by valid consents for the quarrying of stone. The Purchaser shall not make a claim under paragraph (d) of this Clause in respect of its loss of profit on a quantity of stone greater than the amount (if any) by which the tonnage referred to in the said report falls short of <sup>20</sup> 40 million tons. Such independent expert shall act as an expert and not as an arbitrator and his decision shall accordingly be final and binding on the parties hereto.

10 11. THE Vendor hereby undertakes with the Purchaser (so that such undertaking shall remain in full force and effect notwithstanding the completion of the sale of the said business to the Purchaser) that if the consents (or any of them) obtained and presently subsisting under the Town and Country Planning Acts (or other similar legislation) in respect of the winning and working of limestone at Westdown Quarry have attached thereto a condition or conditions (whether or not the Purchaser has notice thereof) relating to the frequency or duration of operations or (subject as hereinafter provided) the area within the land subject to the lease referred to in Clause 8(b) hereof which may be worked, and if such conditions are enforced after the date hereof and have the effect

of requiring the Purchaser to work the quarry at a time when its operations are not being carried out outside the said quarry, the Purchaser shall not have been required to do so or otherwise involved in any expenditure which would not have been incurred under the conditions then and there prevailing, the Purchaser will indemnify the Vendor for all losses, costs or expenses incurred by it in complying with the conditions, to the prejudice to the Vendor of the cost of construction and providing the quarry and the plant provided for the quarry given, shall not be liable for or expenses arising from the area which may be required for the enforcement of such conditions, more than 99 acres may be required for the costs or expenses incurred by the Vendor in obtaining further consents for the quarrying of stone imported

11 12. (A) THE Vendor hereby undertakes with effect from the date of the Transfer Deed by it solely in connection with the particulars of whom the Vendor is named hereto and will use its best endeavours to ensure that the Purchaser the Vendor shall not be liable for or expenses arising from the area which may be required for the enforcement of such conditions, more than 99 acres may be required for the costs or expenses incurred by the Vendor in obtaining further consents for the quarrying of stone imported

(B) The Purchaser shall not be liable for or expenses arising from the Transfer Deed by it solely in connection with the particulars of whom the Vendor is named hereto and will use its best endeavours to ensure that the Vendor the Purchaser shall not be liable for or expenses arising from the area which may be required for the enforcement of such conditions, more than 99 acres may be required for the costs or expenses incurred by the Vendor in obtaining further consents for the quarrying of stone imported



of requiring the Purchaser to work the said quarry at a time when its crushing plant is situated outside the said quarry to an extent which would not have been required but for such considerations or otherwise involving the Purchaser in expenditure which would not have been incurred but for such conditions then and in any such event the Vendor will indemnify the Purchaser against all or any losses, costs or expenses suffered or incurred by it in complying with such conditions including (without prejudice to the generality of the foregoing) the cost of constructing a road to the crushing plant and providing transport between the said quarry and the plant provided that the indemnity hereby given shall not extend to (a) any losses, costs or expenses arising from the limitation of the area which may be worked if notwithstanding the enforcement of such condition an area of not less than 99 acres may be worked or (b) any losses, costs or expenses which arise from the fact that further consents might be required to the working of stone imported from outside the said quarry.

11 12. (A) THE Vendor shall release from its employment with effect from the Transfer Date those persons employed by it solely in connection with the said business short particulars of whom are set out in the Fourth Schedule hereto and will use its best endeavours to secure for the Purchaser the services of all such persons released.

(B) The Purchaser shall prior to but with effect from the Transfer Date make to each of such employees of the Vendor an offer in writing in a form approved by the Vendor to renew the employee's contract of employment

or to 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 Purchaser) as in force immediately before its termination or shall be an offer constituting an offer of suitable employment for the purposes of sections 2(4) and 13(3) of the Redundancy Payments Act 1965. If any of the said employees shall make a claim arising out of the termination of his employment by the Vendor such claim shall not be settled or agreed without consultation and agreement between the parties hereto. If any such claim is payable whether by agreed settlement or decision of any tribunal such claim (after giving credit for any amount received by the Vendor out of the Redundancy Fund) shall be borne by the Purchaser and the Vendor shall be indemnified by the Purchaser in respect thereof.

12. THE validity of this Agreement shall not be impeached by either party hereto on the grounds that the Directors of the other party hereto do not constitute an independent board.

13. THE costs of and incidental to the preparation and completion of this Agreement shall be borne by the Purchaser.

14. THE V  
at completion  
Territories o  
resident.

IN WIT  
on behalf of  
year first ab

14, THE Vendor hereby declares that it is not and at completion will not be resident outside the Scheduled Territories or acting as the nominee of any person so resident.

IN WITNESS whereof this Agreement has been signed on behalf of the Vendor and the Purchaser the day and year first above written.

**THE FIRST SCHEDULE**

above referred to

**LIST OF PLANT AND MACHINERY TO BE  
TRANSFERRED TO R H ROADSTONE LIMITED**

1. Primary Crushing Unit comprising :-
  - (a) Hadfield 54 x 42 Jaw Breaker;
  - (b) Feed Hopper and Feeders;
  - (c) House and Crane;
  - (d) Dirt Removal Plant;
  - (e) Electrical Equipment;
  - (f) Foundations.
2. Primary Surge Pile comprising :-
  - (a) Feeders and Conveyers;
  - (b) Electrical Equipment;
  - (c) Foundations.
3. Secondary Crushing Unit comprising :-
  - (a) BJD55 Impact Breaker;
  - (b) Conveyors;
  - (c) Electrical Equipment;
  - (d) Foundations.
4. Tertiary Crushing Unit comprising :-
  - (a) 4'-0" Symons Cone Crusher;
  - (b) 3'-0" Symons Gyradisc Crusher;
  - (c) Conveyors, Screens, Feeders;
  - (d) Electrical Equipment;
  - (e) Foundations.
5. Pre Drier Unit comprising :-
  - (a) 24'-0" x 7'-0" Drier complete;
  - (b) Dust Collection Equipment;
  - (c) Electrical Equipment;
  - (d) Foundations.
6. Classifying Screen Unit comprising :-
  - (a) Screens;
  - (b) Conveyors;
  - (c) Structures and Foundations;
  - (d) Electrical Equipment.

7. Coating Plant comprising :-
  - (a) SIP 3 x 2 $\frac{1}{2}$  ton Batch Heater Plant;
  - (b) Binder, Fuel and Flux Tanks;
  - (c) Graders, Conveyors and Structures;
  - (d) Electrical Equipment;
  - (e) Foundation.
8. Compressors.
9. Fitting Shop Equipment.
10. Garage Equipment.
11. Weighbridges.
12. Office Equipment.
13. Laboratory Equipment.

THE SECOND SCHEDULE  
above referred to

---

LEASED EQUIPMENT

---

	Repayments (per quarter unless otherwise stated)
	<u>£</u>
Dust control equipment including Panels, Silos, Hoppers, Air compressor, roto valves, "Zero-clearance" airlock and electronic control units	1363.90
Screen mods	120.29
Screen mods	227.92
Screen mods	205.58
Multitone 2 way radio	64.95
Aveling SN35	1016.65
Aveling SN35	1432.59
30HR Halco and compressor	660.85
Equipment for compressor above	53.12
Cat.980	278.68)
Erlan chains for Cat.980	28.21)
26 Dodge Lorries	2976.00 - Monthly payment
	Annual payment

3 Cars :-

Avenger 1500	31.40	Monthly Payments
Avenger 1500	28.22	"
Escort 1100	29.42	"

4 Vans :-

Bedford	27.80	"
Bedford	31.80	"
Transit	30.38	"
Transit	26.67	"

Miscellaneous Vehicles :-

Ford Tanker	13.50	"
Land Rover	.50	"
British Coach	6.25	"
Ford Transit	.50	"

THE THIRD SCHEDULE

above referred to

Description of Land

Land at Westdown, Wheatly and Cloford in the County of Somerset comprising 133.369 acres registered under Title Number ST 1323, 106.934 acres known as "Nunney Woods" and "Little Firs" and 0.736 acres being O.S. Number 176 (1903 Edition).

Terms of Lease

- a. To include right to dig work and obtain and carry away limestone and waste materials;
- b. 99 years;
- c. certain rent of £5,000 per annum, subject to increases related to royalty increases;
- d. Royalty of 4p per tonne on minerals worked and sold, subject to review according to current market royalties.

THE FOURTH SCHEDULE  
above referred to

LIST OF EMPLOYEES

<u>Name</u>	<u>Date Joined</u>	<u>Position</u>
J.J. Morgan	8.52.	Quarry Manager
R. Southam	1.50.	Assistant Quarry Manager
R. Greatbatch	3.69.	Transport Depot Manager
C.L. Bennett	1.67.	Office Man. & Cost Clerk
T.J. Butler	3.72.	Store Keeper
K. Dayman-Johns	6.51.	Transport Clerk
H.A. Rabbits	5.66.	Transport Clerk
R.J. Rumming	7.50.	Clerk
E.D. Day	10.70.	Clerk
M. Adams	1. 5.70.	Laboratory Technician
J. Ashfield	24. 4.73.	Night Loader
K. Barber	16. 4.73.	Dumper Driver
C.S. Bennett	21.10.68.	Centre Section Attendant
J. Bentley	14. 7.69.	Centre Section Attendant
F. Benson	3. 7.73.	Dust Plant Operator
A.E. Bracey	13. 4.55.	Electrician
K. Bull	31. 3.64.	Tar Plant Operator
S. Cox	22.11.65.	Plant Attendant
K. Daniels	31. 7.67.	Weighbridge
W. Davis	3.51.	Mixer Fitter (S & P)
K. Edwards	24. 4.73.	Loading Shovel Driver
M. Fudge	6. 3.67.	Plant Fitter
F. Gait	24. 5.54.	Mobile Plant Fitter
P. Gilson	16. 2.70.	Plant Fitter
W. Hain	16. 4.73.	Loading Shovel Driver

<u>Name</u>	<u>Date Joined</u>	<u>Position</u>	<u>Name</u>
D. Holmes	26.5.50.	Mobile Plant Fitter	D. Downer
L. Hurle	7.1.55.	Tar Plant Operator	D. Elliott
C. James	1.7.68.	Mobile Plant Fitter	D. Forsyth
E. Jefferies	30.8.69.	Dumper Driver	A. Gullif
D. Lambert	15.12.58.	Weighbridge (night)	K. Hollan
S. Millard	14.11.60.	Plant Operator	J. Horgan
G. Moore	2. 7.73.	Crusher Operator	G. Jackson
F. Newman	1. 5.62.	Tar Plant Mixer	D. Kellow
D. North	12. 7.51.	Driller	W. May
H. Portingale	17. 3.64.	Mixer	A. Neale
G. Preece	7.10.63.	Mixer	A. Oakey
G. Rogers	27. 8.51.	Shotfirer	R. Owen
G. Smith	1. 3.54.	Excavator Driver	R. Phillip
N. Smith	4. 5.69.	Plant Attendant (night)	P. Robbins
J. Spencer	6.51.	Foreman Fitter	T. Ryan
G. Steele	1. 4.73.	Night Loader	T. Sadd
D. Stock	14. 8.72.	Weighbridge	M. Silcox
J. Stride	23. 4.56.	Mixer	G. Smith
S. Thresher	22. 3.52.	Dumper Driver	J. Snelgro
H. Uphill	3. 9.55.	Excavator Driver	K. Stemp
M. Veasey	13. 9.65.	Plant Attendant	F. Symes
A. Ware	10. 7.73.	Dumper Driver	F. Tapp
H. Williams	2. 8.70.	Night Loader	R. Townsen
G. Allsworth	26. 7.71.	Driver	G. Udell.
R. Bown	16.2.70.	Driver	
F. Broughton	15.6.70.	Fitter	
I. Cornish	30.8.69.	Driver	
R. Culverhouse	29.12.69.	Driver	
W. Dennis	24. 7.63.	Driver	

SIGNED by GRA  
 WHITE  
 for and on beh  
 REDLAND ROADST  
 in the presenc

TG  
 35



<u>Name</u>	<u>Date Joined</u>	<u>Position</u>
D. Downer	19.2.73.	Driver
D. Elliott	22.5.73.	Driver
D. Forsythe	4.6.70.	Driver
A. Gulliford	23.10.70.	Driver
K. Holland	27.11.72.	Driver
J. Horgan	16.3.70.	Driver
G. Jackson	9.7.73.	Driver
D. Kelloway	22.1.73.	Driver
W. May	5.1.70.	Driver
A. Neale	4.5.70.	Driver
A. Oakey	18.9.72.	Driver
R. Owen	4.5.70.	Driver
R. Phillips	16.11.70.	Fitter
P. Robbins	2. 7.73.	Fitter
T. Ryan	27.11.72.	Driver
T. Sadd	4. 5.70.	Driver
M. Silcox	5. 3.70.	Driver
G. Smith	16. 8.71	Apprentice Fitter
J. Snelgrove	4. 9.61.	Foreman Fitter
K. Stemp	8. 6.70.	Driver
F. Symes	30. 5.72.	Driver
F. Tapp	17. 8.70.	Driver
R. Townsend	23. 3.70.	Apprentice Driver
G. Udell.	10. 7.72.	Fitter

SIGNED by GRAHAM  
WHITE  
for and on behalf of  
REDLAND ROADSTONE LIMITED  
in the presence of :-

T. Freshwater  
35 Basinghall Street  
1 1 1507

*Phelan*

SIGNED by *Harold*  
*Needles*  
for and on behalf of R H  
ROADSTONE LIMITED in the  
presence of :-

*Harold Needles*

*Ans. Jones*  
*Solicitor*  
*Attest*

42628

number of company  
form No. WUR 108  
no filing fee payable

## THE COMPANIES ACTS 1948 TO 1967

## members' voluntary winding-up

name of company

REDLAND ROADSTONE

Limited

## declaration of solvency (a)

embodying a statement of assets and liabilities

WE Antony Peverell HICHENS of Parkhurst, Abinger Common,  
SurreyFrank ATKINS of 64 Park Road, Redhill,  
Surrey

of

of

being all (b) the Directors of Redland Roadstone Limited

DO SOLEMNLY AND SINCERELY DECLARE that we have made a full enquiry into the affairs of this Company, and that, having so done, we have formed the opinion that this Company will be able to pay its debts in full within a period of (c) twelve months, from the commencement of the winding-up, and we append a statement of the Company's assets and liabilities as at 17th June 1981 being the latest practicable date before the making of this Declaration, AND WE 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 Reigate, Surrey

the 17th day of June 1981

before me

A Commissioner for Oaths  
[Notary Public] [Justice of the Peace] (b)  
A Practising Solicitor

## NOTES:

- (a) This Declaration is effective ONLY (1) if it is made within the five weeks immediately preceding the date of the passing of the Resolution for winding up the Company AND (2) if it is delivered to the Registrar of Companies BEFORE the day on which that Resolution was passed.  
(b) Delete as necessary.  
(c) Insert the period of months not exceeding twelve.

## Jordan &amp; Sons Limited

International Law Agents, Consultants and Publishers  
Jordan House, 47 Brunswick Place, London N1 6EE  
Telephone 01-253 3030 Telex 261010

Presented by. REDLAND LIMITED

REDLAND HOUSE

REIGATE, SURREY RH2 0SJ

Presenter's Reference. DTA/KET



Statement as at 17th June 1981  
showing assets at estimated realisable values and liabilities expected to rank

ASSETS AND LIABILITIES										Estimated to realise or to rank for payment (to nearest £)
<b>ASSETS</b>										£
Balance at Bank	..	..	..	..	..	..	..	..	..	.
Cash in Hand	..	..	..	..	..	..	..	..	..	.
Marketable Securities	..	..	..	..	..	..	..	..	..	.
Bills Receivable	..	..	..	..	..	..	..	..	..	.
Trade Debtors	..	..	..	..	..	..	..	..	..	.
Loans and Advances to Parent Company	..	..	..	..	..	..	..	..	..	130,922
Unpaid Calls	..	..	..	..	..	..	..	..	..	.
Stock in Trade	..	..	..	..	..	..	..	..	..	.
Work in Progress	..	..	..	..	..	..	..	..	..	.
.....										.
.....										.
Freehold Property	..	..	..	..	..	..	..	..	..	.
Leasehold Property	..	..	..	..	..	..	..	..	..	.
Plant and Machinery	..	..	..	..	..	..	..	..	..	.
Furniture, Fittings, Utensils, etc.	..	..	..	..	..	..	..	..	..	.
Patents, Trade Marks, etc.	..	..	..	..	..	..	..	..	..	.
Investments other than marketable securities	..	..	..	..	..	..	..	..	..	.
Other property, viz.:	..	..	..	..	..	..	..	..	..	.
.....										.
.....										.
.....										.
Estimated realisable value of Assets										£ 130,922
<b>LIABILITIES</b>										£
Secured on specific assets, viz.:	..	..	..	..	..	..	..	..	..	.
.....										.
Secured by Floating Charge(s)	..	..	..	..	..	..	..	..	..	.
Estimated Cost of Liquidation and other expenses including interest accruing until payment of debts in full	..	..	..	..	..	..	..	..	..	.
.....										.
Unsecured Creditors (amounts estimated to rank for payment):	..	..	..	..	..	..	..	..	..	£
Trade Accounts	..	..	..	..	..	..	..	..	..	.
Bills Payable	..	..	..	..	..	..	..	..	..	.
Accrued Expenses	..	..	..	..	..	..	..	..	..	.
Other Liabilities:	..	..	..	..	..	..	..	..	..	.
.....										.
.....										.
Contingent Liabilities:	..	..	..	..	..	..	..	..	..	.
.....										.
.....										.
.....										.
Estimated Surplus after paying Debts in full										£ 130,922

Remarks:

G

THE COMPANIES ACTS 1948 TO 1976  
 Members' voluntary winding up  
 Notice of appointment of liquidator

Form No. 390

390

Pursuant to section 305 of the Companies Act 1948

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

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

42628

225

Name of company

\*delete if  
 inappropriate

REDLAND ROADSTONE

Limited\*

Nature of business

Road Surfacing Contractors

†delete as  
 appropriate

[I] [we] † hereby give you notice that [I] [we] † have been appointed liquidator(s) of the above named company

Name(s) of Liquidator(s)	Address(es)
Robert Guy Foster Smith	Redland House, Reigate, Surrey RH2 0SJ

‡ State how  
 appointed,  
 whether by  
 resolution of  
 the company, or  
 by the court,  
 and adapt if  
 necessary. See  
 sections 237 &  
 304 of the  
 Companies Act  
 1948

The appointment as liquidator(s) was by: Resolution of the Company on 22nd June 1981.

§ To be signed by  
 the liquidator  
 or, if more than  
 one, by each  
 one

Signature(s) of Liquidator(s)	Date
<i>RGF Smith</i>	22nd June 1981

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

REDLAND LIMITED  
 REDLAND HOUSE  
 REIGATE  
 SURREY RH2 0SJ

DTA/KET

Time critical reference

For official use  
 Liquidation section

Post room



6/2  
N/L x 8

42628 / 224

number of company  
form No. CA 70  
no filing fee payable

455 / July 9 / CF

THE COMPANIES ACTS 1948 TO 1976

[COPY]

**special resolution**

pursuant to sections 141 (2) and 278 (1) (b) of the Companies Act 1948

of .....

..... **REDLAND ROADSTONE** ..... Limited

Passed ..... 2<sup>nd</sup> June ..... 19 81

At an Extraordinary General Meeting of the members of the above-named Company,  
duly convened and held at ..... Redland House, Reigate, Surrey RH2 0SJ

on ..... 22<sup>nd</sup> June ..... 1981, the following

**SPECIAL RESOLUTION** was duly passed:—

"That the Company be wound up voluntarily, and that  
Robert Guy Foster Smith

~~and (1)~~

..... Redland House, Reigate, Surrey RH2 0SJ  
of .....

be and he is/they are (2) hereby appointed Liquidator(s) (1) for the purposes of such  
winding-up."

Signature (3) .....

Description ..... Chairman

**NOTES:**

- (1) Delete if it does not apply.
- (2) Delete that which does not apply.
- (3) This form should be signed by the Chairman of the meeting at which the Resolution was passed, or by a Director or the Secretary of the Company.

This copy resolution must be filed with the Registrar of Companies within 15 days after it was passed. It must also be published in the London Gazette within 14 days and Form CA 70A should be completed and sent to Jordan & Sons Limited who are agents for this purpose.



**Jordan & Sons Limited**  
Legal and Information Services, Printers and Publishers  
Jordan House, 47 Brunswick Place, London N1 6EE  
Telephone 01-253 3030 Telex 261010

Presented by ..... Redland Limited

..... Redland House  
..... Reigate, Surrey RH2 0SJ

Presenter's Reference ..... DTA/KET



No. 42628

226

THE COMPANIES ACTS

COMPANY LIMITED BY SHARES

EXTRAORDINARY RESOLUTION

of

REDLAND ROADSTONE LIMITED

Passed 2nd September 1981

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Redland House, Reigate, Surrey RH2 0SJ on Wednesday the 2nd day of September 1981 the following Resolution was duly passed as an Extraordinary Resolution:-

Resolution

THAT the Liquidator be and he is hereby authorised to hold all the books, accounts and documents of the Company and of the Liquidator for two years from the date of liquidation and thereafter to dispose of them as he thinks fit.

*[Signature]*  
Director



no filing fee payable

## THE COMPANIES ACTS 1948 TO 1967

**members' voluntary winding-up****return of final winding-up meeting**

pursuant to section 290 of the Companies Act 1948

To the Registrar of Companies

name of company

REDLAND ROADSTONE

Limited

I ~~XXXXX~~ ROBERT GUY FOSTER SMITH

of REDLAND HOUSE, REIGATE, SURREY RH2 0SJ

being the liquidator~~(s)~~ of the above-named company have to inform you that a general meeting of the company was duly <sup>(1)</sup> held on 2nd September 19 81

pursuant to section 290 of the Companies Act 1948 for the purpose of having an account (2) (a copy of which is attached hereto) laid before it showing how the winding-up of the company has been conducted, and the property of the company has been disposed of, and that <sup>(1)</sup> the same was done accordingly.

~~no quorum was present at the meeting.~~Signature ~~(s) (2)~~*RGF Smith*

Dated 2nd September 19 81

## NOTES:

- (1) Strike out that which does not apply.  
(2) The copy account attached to this Return must ALSO be authenticated by the written signature(s) of the Liquidator(s).  
(3) To be signed by each Liquidator if more than one.

**Jordan & Sons Limited**

Legal and Information Services, Printers and Publishers

Jordan House, 47 Brunswick Place, London N1 6EE

Telephone 01-253 3030 Telex 261010

Presented by REDLAND LIMITED

REDLAND HOUSE

REIGATE, SURREY RH2 0SJ

Presenter's Reference DTA/KET





**liquidator's statement of account**  
**(members')<sup>(a)</sup> (creditors') voluntary winding-up**  
pursuant to sections 290 and 300 of the Companies Act 1948  
**statement showing how the winding-up has been conducted and the**  
**name of company**

REDLAND ROADSTONE

Limited (in liquidation)

	Statement of assets and liabilities	Receipts
	£	£
<b>RECEIPTS</b>		
Cash in bank .. .. .		
Cash in hand .. .. .		
Marketable securities .. .. .		
Sundry debtors .. .. .	130,922	130,922
Stock in trade .. .. .		
Work in progress .. .. .		
Freehold property .. .. .		
Leasehold property .. .. .		
Plant and machinery .. .. .		
Furniture, fittings, utensils, etc. .. .. .		
Patents, trade marks, etc. .. .. .		
Investments other than marketable securities .. .. .		
Surplus from securities .. .. .		
Unpaid calls at commencement of winding-up .. .. .		
Amounts received from calls on contributories made in the winding-up .. .. .		
Receipts per trading account .. .. .		
Other property, viz.: .. .. .		
.....		
.....		
.....		
.....		
£	130,922	130,922
<b>Less—</b>	£	
Payments to redeem securities .. .. .		
Costs of execution .. .. .		
Payments per trading account .. .. .	NIL	NIL
Net Realisations .. .. .	£	130,922

- (1) Assets, including .....  
shown in the statement of assets and liabilities and estimated to be of the value of  
£..... have proved to be unrealisable.
- (2) State amount paid into the Companies Liquidation Account in respect of:
  - (a) unclaimed dividends payable to creditors in the winding-up .. .. . £
  - (b) other unclaimed distributions in the winding-up .. .. . £
  - (c) moneys held by the company in trust in respect of dividends or other  
sums due before the commencement of the winding-up to any person  
as a member of the company .. .. . £
- (3) Add here any special remarks the liquidator(s) think(s) desirable:

property of the company has been disposed of.

from 22nd June 19 81 (commencement of winding-up)  
to 2nd September 19 81 (close of winding-up)

	Payments
Costs of solicitor to liquidator .. .. .	£
Other law costs .. .. .	
Liquidator's remuneration:	
(Where applicable) .. % on £ .. realised .. £	
..... % on £ .. distributed .. £	
By whom fixed .. .. .	
Auctioneer's and valuer's charges .. .. .	
Costs of possession and maintenance of estate .. .. .	
Costs of notices in <i>Gazette</i> and local papers .. .. .	
Incidental outlay .. .. .	
Total costs and charges .. .. . £	
(i) Debenture holders:	NIL
Payment of £ .. per £ .. debenture £	
Payment of £ .. per £ .. debenture £	
Payment of £ .. per £ .. debenture £	
(ii) Creditors:	
..... (b) Preferential .. .. . £	
..... (b) Unsecured:	
Dividend(s) of .. p in £ on £ .. .. £	
(The estimate of amount expected to rank for dividend was £ .. .. .)	
(iii) Return to contributories:	
100 p per £ 1 Ordinary (c) share £ 1	130,922
..... p per £ .. (c) share £	
..... p per £ .. (c) share £	
£	130,922

Signature(s) of liquidator(s) (d)

Address (ex): REDLAND HOUSE  
REIGATE, SURREY RH2 0SJ

Dated 2nd September 19 81

## NOTES:

- (a) Strike out that which does not apply.  
(b) State number. Preferential creditors need not be separately shown if all creditors have been paid in full.  
(c) State nominal value and class of share.  
(d) To be signed by each liquidator if more than one