

THE COMPANIES ACT 2006

UNLIMITED COMPANY

WRITTEN RESOLUTIONS
OF
BUTTERLEY AGLITE

Certified as a true copy

M. Lyson
Director/Secretary

Circulation date: 3 February 2009

We, the undersigned, being the members for the time being of the above named Company entitled to receive notice of and to attend and vote at a meeting of the holders of the ordinary shares of £1.00 each (the "Ordinary Shares") and of the deferred ordinary shares of £1.00 each (the "Deferred Ordinary Shares") HEREBY RESOLVE that the following resolutions be adopted as Special Resolutions of the Company and agree that the said resolutions shall, pursuant to Chapter 2 of Part 13 of the Companies Act 2006, for all purposes be as valid and effective as if the same had been passed at an extraordinary general meeting of the Company of the holders of the Ordinary Shares and of the Deferred Ordinary Shares duly convened and held:

SPECIAL RESOLUTIONS

1. THAT the Company declare and pay a dividend in the sum of £1,589,928 (the "Dividend").
2. THAT the Company settle the payment of the Dividend by assigning to Hanson Facing Bricks Limited ("HFB") the benefit of, and all right, title and interest in, the amount of £1,589,928, being part of the loan made by the Company to Hanson Building Products Limited ("HBP") in the sum of £1,590,928, such loan being interest free and repayable on demand, where the assignment under Resolution 2 shall be made pursuant to the terms of a deed between the Company and HFB and appended to this Written Resolution.

Dated this third day of February 2009

For: Hanson Facing Bricks Limited
Ordinary Shares

Hanson Facing Bricks Limited
Deferred ordinary Shares

Director

[Signature]

Director

[Signature]

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COMPANIES HOUSE

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NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By Hand: delivering the signed copy to the Company Secretary, Hanson Limited, Hanson House, 14 Castle Hill, Maidenhead, SL6 4JJ.

Post: returning the signed copy by post to the Company Secretary, Hanson Limited, Hanson House, 14 Castle Hill, Maidenhead, SL6 4JJ.

Fax: faxing the signed copy to 01268 774232 marked "For the attention of the Company Secretary".

E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to roger.tyson@hanson.com.

If you do not agree to the Resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
3. Unless sufficient agreement has been received for the Resolutions to pass within 28 days of the circulation date, the Resolutions will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy.

THIS DEED is made on the third day of February 2009


Director/Secretary

BETWEEN:

- (1) **BUTTERLEY AGLITE**, an unlimited company, of Hanson House, 14 Castle Hill, Maidenhead, SL6 4JJ ("**Butterley**"); and
- (2) **HANSON FACING BRICKS LIMITED** also of Hanson House, 14 Castle Hill, Maidenhead, SL6 4JJ ("**HFB**").

WHEREAS:

- (A) Butterley lent previously to Hanson Building Products Limited the sum of £1,590,928, such loan being interest free and repayable on demand (the "**HBP Loan**").
- (B) On the date hereof, Butterley declared a dividend in the sum of £1,589,928 in favour of HFB, such dividend to be settled in accordance with and upon the terms set out in Recitals C of this Deed.
- (C) Pursuant to the terms of this Deed, Butterley has agreed to assign the benefit of, and all right and interest in, part of the HBP Loan in an amount of £1,589,928 to HFB (the "**HBP Part Assignment**").

IT IS HEREBY AGREED as follows:

1. ASSIGNMENT

- 1.1 With effect from the date hereof Butterley hereby assigns absolutely with full title guarantee to HFB its beneficial interest to, and all right and title in, the HBP Part Assignment, to the full extent such interest, right and title are held by Butterley.
- 1.2 HFB may assign or otherwise transfer all or any part of its rights under Clause 1.1 without the consent of Butterley.

2. COUNTERPARTS

This Deed may be entered into in one or more counterparts all of which when taken together shall constitute one and the same instrument. Any party hereto may enter into this Deed by signing any such counterpart.

4. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with English law. Each of the parties submits to the exclusive jurisdiction of the courts of England.

IN WITNESS whereof this Deed has been executed as a deed on the day and year first above written.

EXECUTED AND DELIVERED
as a DEED by
BUTTERLEY AGLITE
acting by its lawfully appointed officers

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Director
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Director/ Secretary

EXECUTED AND DELIVERED
as a DEED by
HANSON FACING BRICKS LIMITED
acting by its lawfully appointed officers

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Director
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Director/ Secretary