

THE COMPANIES ACT, 1948."



A Co.
Companies
Reg. & A.A.
Fee stamp
must be
inserted
here.

Declaration of Compliance

requirements of the Companies Act, 1948, made pursuant to S. 15 (2) of the said
behalf of a Company proposed to be registered as _____

S. WIGGINS & SONS (PLANT) LIMITED.

MICHAEL GEORGE HARVEY TODMAN

13 MAR 1960

INGSLEIGH HOUSE, 15/17 HIGH STREET, RAYLEIGH ESSEX

I hereby and sincerely declare that I am (a) a Solicitor of the
Court engaged in the formation of _____

(*) Here insert
either: "A Solicitor
of the Supreme
Court engaged in
the formation," or
"A person named
in the Articles of
Association
as a Director (or
Secretary) which-
ever the case."

C.S. WIGGINS & SONS (PLANT)

Limited,

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

Subscribed at Rayleigh Essex

on the 1st day of March

one thousand nine hundred and Sixty

at D. Hall

A Commissioner for Oaths.

M. G. Harvey Todman

Prepared for registration by _____

SHAW & BLAKE, Ltd.,
& Bell Yard, Temple Bar,
LONDON, W.C.2

Form No. 41: HOLBORN 8855 (3 lines).

TELEGRAMS: "DUNTERTYME, ESTRAND, LONDON."

SHAW & BLAKE, LIMITED,
Company Registration Agents, Printers & Stationers,
8, Bell Yard, Temple Bar, London, W.C.2

3 MAR 1960



Statement of the Nominal Capital

made pursuant to s. 112 of the Stamp Act, 1891, as amended by the Finance Acts of 1899, 1920 and 1933. (NOTE.—The Stamp Duty on the Nominal Capital to be impressed above is Ten Shillings for every £100 or fraction of £100.)

REGISTERED

13 MAR 1950

THE NOMINAL CAPITAL OF

C.S. WIGGINS & SONS (PLANT)

LIMITED,

is One hundred Pounds, divided

into One hundred Shares of One Pound each.

Signature

Description

DIRECTOR

(State whether Director or Secretary)

Dated the 1st day of March 1950

Presented for registration by

SHAW & BLAKE, Ltd.,
8, Bell Yard, Temple Bar,
LONDON, W.C.2.

TELEPHONE: HOLBORN 3855 (3 lines).

TELEGRAMS: "DUNDEETIM; LONDON."

SHAW & BLAKE, LIMITED

Company Registration Agents, Printers & Stationers,

8, Bell Yard, Temple Bar, London, W.C.2.

84 MAR 1950

3 MAR 1950

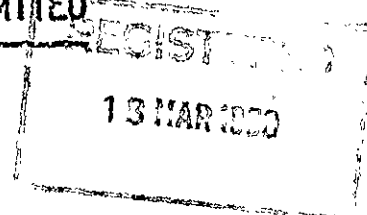


COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

C.S. WIGGINS & SONS (PLANT) LIMITED



1. The name of the Company is "C.S. WIGGINS & SONS (PLANT) LIMITED". ✓

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

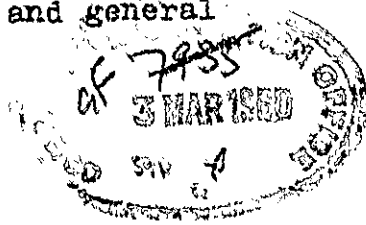
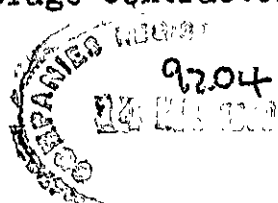
3. The objects for which the Company is established are :-

(a) To carry on business as Plant Hire Contractors and as hirers out of engineers', builders' and decorators' plant, equipment, machinery, and plant of every kind and as builders' and decorators' merchants and as manufacturers of and dealers and workers in natural and artificial stone of all kinds, steel, iron and other metals and non-metallic minerals, bricks, tiles, earthenware, gravel, ballast, clay, china, porcelain, terra cotta, lime, cement, slates, glass, timber, asbestos, wall boards, doors, windows, papers, cisterns, baths, basins, and sanitary ware, locks and fastenings, chimney pieces, stoves, heating and lighting apparatus and fittings, paints, distempers, varnishes, ropes, cords, household fittings, and builders' and decorators' plant, material and requisites and fittings of every description.

(b) To carry on business as builders, decorators, shopfitters, plumbers, electrical, sanitary, hydraulic, mechanical and general engineers and contractors, furniture makers, carpenters, joiners, upholsterers, garage proprietors, wireless goods' dealers, ironmongers and hardware dealers, shop, office and house furnishers, warehousemen, storage contractors and general merchants.



14 MAR 1950
G. 1401 York, Hong Kong
1 MAR 1950, W.C.2.



- ✓ 2 - 100
- (a) To carry on any other business similar to or complementary to the foregoing businesses or which in the opinion of the Company can be conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company.
 - (d) To buy, take on lease or hiring agreement or otherwise acquire, land or any other property, real or personal, movable or immovable, or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
 - (e) To take out, apply for and acquire by original grant or by transfer or assignment or otherwise letters patent, brevets d'invention, licences, concessions, secret processes and inventions and to use and exercise the same or to sell, assign and develop the same or grant licences in respect thereof or otherwise turn the same to the advantage of the Company.
 - (f) To erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not.
 - (g) To invest the money of the Company in any manner that the Company may think fit.
 - (h) To enter into partnership or joint purse agreement with or to make any agreement or arrangement with any other Company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof or to amalgamate with any such Company, firm or person.
 - (i) To sell the whole or any part of the undertaking of the Company for cash, shares, debentures or any other consideration.
 - (j) To acquire by purchase or otherwise and either for cash, shares or debentures in the Company or any other consideration any other business or any interest therein which in the opinion of the Company may be conveniently or profitably combined with the business of the Company.
 - (k) To lend money to customers and others and to guarantee the observance and performance of obligations and contracts by customers and others.
 - (l) To borrow money and secure the repayment thereof by the creation and issue of mortgages, debentures, debenture stock or other securities.
 - (m) To draw, make, endorse, accept, discount and negotiate, bills, notes, warrants and negotiable instruments of all kinds.

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- (n) To remunerate any company, firm or person for services rendered in the promotion of the Company or the issue or placing of the shares, stock, debentures, debenture stock or other obligations of the Company and to pay all expenses incurred in connection with such promotion or the creation, issue and placing of any such shares, stock, debentures, debenture stock or other obligation.
 - (o) To grant pensions to employees and ex-employees and Directors and ex-Directors or other officers or ex-officers of the Company their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object.
 - (p) To promote or assist in the promotion of any company having objects similar to or complementary to the objects of the Company and to subscribe, underwrite, buy or hold the shares, stock, debentures, debenture stock or other obligations of such company.
 - (q) To promote the Company's interests by advertising its products and services in any manner and in particular to give prizes or gifts to customers or potential customers and to promote or take part in competitions, displays and exhibitions.
 - (r) To distribute all or any of the assets of the Company in specie between the members of the Company in accordance with their rights.
 - (s) To do all or any other acts and things which in the opinion of the Company may be conducive or incidental to the objects of the Company.
 - (t) To do all such things in any part of the world either as principal or agent and either alone or in conjunction with any other person, firm or company.

All of the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

4. The liability of the members is limited. ✓

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

WE, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of shares taken by each subscriber
<p>✓ Frank Dudley Todman 15/17 High Street, Rayleigh Essex Solicitor</p> <p>Michael George Harvey Todman 15/17 High Street Rayleigh Essex Solicitor</p>	<p>one</p> <p>one</p>

DATED this 1st day of March 1960

WITNESS to the above signatures :-

P. D. Harvey
Wit for F. D. Todman Esq
15/17 High Street
Rayleigh Essex

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COMPANIES ACT, 1948



COMPANY LIMITED BY SHARES.

Articles of Association

OF

C.S. WIGGINS & SONS (PLANT) LIMITED

REGISTERED

13 MAR 1950

PRELIMINARY

1. The Regulations set out in Table A (Part II) of the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A") shall except as hereinafter provided apply to the Company and Regulation 1 of Part I of Table A shall apply to the construction of these Articles.

2. Regulations 2, 3, 40 to 43 (inclusive), 62, 66, 75, 84, 88, 107, 108, 110 and 134 of Part I of Table A and Regulation 3 of Part II of Table A shall not apply to the Company.

CAPITAL

3. The initial share capital of the Company is £100 divided into 100 shares of £1 each.

4. The shares of the Company whether forming part of the original capital or of any increased capital may be allotted or otherwise disposed of to such persons and for such consideration and upon such terms as the Directors may determine subject in the case of any shares forming part of any increased capital to such directions as to the allotment or disposal thereof as may be given by the Company in general meeting at the time of the creation of such shares and subject also to the provisions of Regulation 2 of Part II of Table A.

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5. Subject to the provisions of Section 58 of the Companies Act, 1947, any Preference Shares may be issued on the terms that they are, or at the option of the Company are liable to be redeemed.

VARIATION OF RIGHTS

6. If any such separate general meeting as is referred to in Regulation 4 of Part I of Table A shall be adjourned by reason of there being no quorum present and if at the adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting the holders of shares of the class present shall be a quorum.

TRANSMISSION OF SHARES

7. (A) A share shall not be transferred unless it first be offered to the members at a fair value to be fixed by the Company's Auditors. Any member desiring to sell a share (hereinafter referred to as a "retiring member") shall give notice thereof in writing to the Company (hereinafter referred to as a "sale notice") constituting the Company his agent for the purpose of such sale. No sale notice shall be withdrawn without the Directors' sanction. The Directors shall offer any share comprised in a sale notice to the existing members, and if within twenty-eight days after the sale notice has been given a purchasing member is found, such purchasing member shall be bound to complete the purchase within six months and pay the retiring member 10 per cent of the value fixed by the Company's Auditors within one month and a further 10 per cent within a further one month. Notice of the finding of the purchasing member shall be given to the retiring member, who shall be bound on payment of the fair value to transfer the share to the purchasing member. If the retiring member fails to complete the transfer, the Directors may authorise some person to transfer the share to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share, issuing him a certificate therefor. The retiring member shall deliver up his certificate and shall thereupon be paid the purchase money. If within twenty-eight days after the sale notice has been given the Directors shall not find a purchasing member for the share and shall give notice accordingly, or if within such period through no default of the retiring member the purchase is not completed, the retiring member may at any time within six months thereafter, but subject to regulation 3 of Table A, Part II, sell such share to any person and at any price.

(B) No share shall be transferred to any bankrupt or person of unsound mind.

(C) The shares specified in any sale notice given to the Company as aforesaid shall be offered in the first place to the other members holding shares of the same class as the shares specified in such sale notice, as nearly as may be in proportion to the existing shares of such class 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 to take up 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 of shares of such class the same shall be offered to the members, or some of them holding shares of such class, in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

(D) In this Article the expression "retiring member" shall include the legal personal representative of any deceased member.

(E) The term "fair value" in this Article shall mean the value of the share on the basis of the value of the capital and property of the Company as ascertained by the account taken on the annual account day on or next before which any member shall have died or shall have given a sale notice.

8. The proviso to Regulation 32 of Part I of Table A shall not apply to the Company.

VOTES OF MEMBERS

9. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder.

DIRECTORS

10. The number of Directors shall not be less than two or more than five and the first Directors of the Company shall be CYRIL CLAUDE WIGGINS and JOSEPH GEORGE WIGGINS.

POWERS AND DUTIES OF DIRECTORS

11. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in manner required by Section 199 of the Act. A Director may vote in respect of any such contract or proposed contract and if he do so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.

12. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

13. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services if he were not a Director provided that nothing herein contained shall authorise a Director to act as Auditor of the Company.

14. The office of Director shall be vacated if the Director :-

- (a) Ceases to be a Director by virtue of Section 182 of the Act.
- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) Becomes prohibited from being a Director by reason of any order made under Section 186 of the Act, or
- (d) Becomes of unsound mind, or
- (e) Resigns his office by notice in writing to the Company.

BORROWING POWERS

15. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

MANAGING DIRECTORS AND MANAGERS

16. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment. A Director so appointed shall not whilst holding any such office be subject to retirement by rotation or be taken into account in determining the number of Directors to retire by rotation or the rotation of retirement of Directors but his appointment shall be subject to the payment to him of such compensation or damages as may be payable to him by reason thereof be automatically determined if he cease from any cause to be a Director.

17. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

SECRETARY

18. The first Secretary shall be appointed at the first meeting of the Directors. Any Secretary for the time being of the Company may subject to the terms of any agreement between him and the Company be removed by the Directors and another appointed in his place. The Secretary may be appointed for such term at such remuneration and on such terms as the Directors may think fit.

If at any time there shall be no Secretary or for any reason no Secretary capable of acting the Directors may appoint an assistant or deputy Secretary.

NOTICES

19. Notice of every general meeting shall be given in manner authorised by Table A to every member except those members who are by these Articles disentitled from receiving such notices and those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Frank Dudley Todman
15/17 High Street,
Raleigh, Conn.,
Solicitor.

Michael Perry Harvey Todman
15/17 High Street
Raleigh Conn
Solicitor

DATED this 1st day of March 1966

WITNESS to the above signatures :-

P.D. Harvey

Witness F.D. Todman
15/17 High Street
Raleigh Conn.

No. C. 173

DUPLICATE FOR THE FILE

No. 653012



Certificate of Incorporation

I Hereby Certify, that

G.S. WIGGINS & SONS (PLANT) LIMITED

is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this **Eighteenth** day of
March One Thousand Nine Hundred and **Sixty.**

A. J. [Signature]
ASSISTANT Registrar of Companies.

Certificate
received by

17 MAR 1960

Date