

Certificate No. **775010**

1948
COMPANIES Form No. 41.

THE COMPANIES ACT, 1948

REGISTERED
75 SEP 1948
A 5s.
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, when applying for Registration of a Company.

*Insert the
Name of the
Company.*

**THE HAMLEN CONSTRUCTION COMPANY
LIMITED.**

Presented for filing by

TELEPHONE: TEMPLE BAR 6927-3 (FIVE)

TELEGRAM: "CENTROPLAN, STRAND, LONDON."

LEWIS, COATES & LUCAS, LTD.
Company Registration Agents
6-9, Surrey St., Strand, W.C.2.

I, DEREK RANDALL PERREY

of 91, EBURY BRIDGE ROAD, WESTMINSTER,

LONDON, S.W.1.

(u) I do hereby insert: Do solemnly and sincerely declare that I am (*) a Solicitor of
"A Solicitor of the the Supreme Court engaged in the formation
"Supreme Court"
"engaged in the
"formation."
or
"A person named
"in the Articles of
"Association as a
"Director" or
"Secretary."

of THE MOYLEM CONSTRUCTION COMPANY

Limited, and 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 Declaration Act, 1935."

Declared at

31, Warwick Square

Westminster in the County of

London

the 13 day of September 1963

D. R. Perrey

Before me,

[Signature]

Commissioner for Oaths. [or a Notary Public or
Justice of the Peace.]

This margin is reserved for binding.

Certificate No. 775010/2

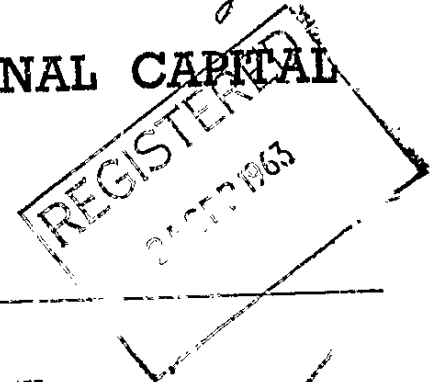
COMPANY LIMITED BY SHARES.



STATEMENT OF THE NOMINAL CAPITAL

OF

THE MOJLEM CONSTRUCTION COMPANY
LIMITED.



NOTE—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Documents when application is made for the Company to be registered.

Presented for filing by

TELEPHONE . TEMPLE BAR 6927 (3 lines).

TELEGRAMS: "NUNCOMFLAY, LONDON"

LEWIS, COATES & LUCAS, LTD.

Company Registration Agents

6-9, Surrey St., Strand, W.C.2.

13 SEP 1963



THE NOMINAL CAPITAL

OF

THE MOWLEM CONSTRUCTION COMPANY Limited,

is £100,000, divided into 100,000

Shares of One Pound each

Signature⁽¹⁾

Officer

Director

Dated the Twelfth day of September 19 63

⁽¹⁾ This Statement should be signed by a Director, Secretary or other authorised officer of the Company

This margin is reserved for binding.

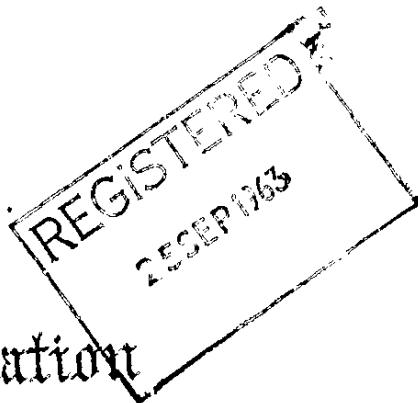


775010

COMPANIES

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.



Memorandum of Association

OF

THE MOWLEM CONSTRUCTION COMPANY
LIMITED.

1. The name of the Company is "THE MOWLEM CONSTRUCTION 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 construct, execute, carry out, equip, improve, work, develop, administer, manage or control in any part of the world works of all kinds, which expression, in this Memorandum, includes aerodromes, railways, tramways, docks, harbours, piers, wharves, canals, reservoirs, embankments, irrigations, reclamation, improvement, sewage, drainage, sanitary, water, gas, electric light, telephonic, telegraphic and power supply works, and hotels, warehouses, markets and buildings, and all other works of whatsoever nature or kind.
 - (b) To apply for, purchase or otherwise acquire, any contracts, decrees and concessions, for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration or control of works and to undertake, execute, carry out, dispose of, or otherwise turn to account the same.
 - (c) To carry on the business of miners, metallurgists, builders and contractors, graziers, shipowners, shipbuilders, merchants, importers and exporters,

and to buy, sell and deal in property of all kinds.

- (d) To carry on the business of electrical engineers and contractors, suppliers of electricity, carriers of passengers and goods, electric manufacturers of and dealers in railway, tramway, electric, magnetic, galvanic and other apparatus, suppliers of light, heat, sound and power.
- (e) To carry on the business of iron founders, mechanical engineers and manufacturers of agricultural implements and other machinery, tool-makers, brass-founders, metal-workers, boiler-makers, millwrights, machinists, iron and steel converters, smiths, wood-workers, painters, water-supply engineers and merchants, and to buy, sell, manufacture, repair, convert, alter, let on hire, and deal in machinery, implements, rolling stock and hardware of all kinds.
- (f) To carry on any business relating to the winning and working of minerals, the production and working of metals, and the production, manufacture and reparation of any other materials which may be usefully or conveniently combined with the engineering or manufacturing business of the Company, or any contracts undertaken by the Company, and either for the purpose only of such contracts or as an independent business.
- (g) To carry on the business of manufacturers of, dealers in, hirers, repairers, cleaners, storers and warehousemen of motor cars, motor cycles, cycles, bicycles and carriages, launches, boats, vans, aeroplanes, hydroplanes and other conveyances of all descriptions (all hereinafter comprised in the term "motors and other things") whether propelled or assisted by means of petrol, spirit, steam, gas, electrical, animal or other power, and of engines, chassis, bodies and other things used for, in, or in connection with motors and other things.
- (h) To buy, sell, let on hire, repair, alter and deal in machinery, component parts, accessories and fittings of all kinds for motors and other things and all articles and things referred to in Clause (g) hereof, or used in, or capable of being used in connection with the manufacture, maintenance and working thereof.

- (i) To carry on the business of garage keepers and suppliers of and dealers in petrol and other motive fuel.
- (j) To purchase or otherwise acquire, issue, re-issue, sell, place and deal in shares, stocks, bonds, debentures, and securities of all kinds, and to give any guaranty or security for the payment of dividends or interest thereon, or otherwise in relation thereto.
- (k) To negotiate loans, to lend money, securities and other property, to discount bills and securities, to become sureties and guarantors for any purposes, and generally to carry on business as capitalists, financiers and bankers.
- (l) To purchase, take on lease, or in exchange, hire or otherwise acquire any moveable and immoveable property, and any rights or privileges which the Company may think necessary or convenient for the purpose of its business, and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
- (m) To carry on any other business, manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above specified business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (n) 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 possessed of property suitable for the purposes of this company.
- (o) To apply for, purchase, or otherwise acquire any patents, brevets d'invention, licences, concessions and like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
- (p) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, 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.

- (q) 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.
- (r) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority, any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (s) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences, calculated to benefit Directors, ex-Directors, 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 exhibition, or for any public, general or useful object.
- (t) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (u) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (v) 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, debenture stock, perpetual or otherwise, charges upon all or any of the Company's property (both present and future) including its uncalled capital, and to purchase, redeem or pay off any such securities.

- (w) To amalgamate with any other company having objects altogether or in part similar to those of the Company.
- (x) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (y) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (z) 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.
- (aa) 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.
- (bb) To distribute any of the property of the Company among the members in specie.
- (cc) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (da) To do all such other things as are incidental or conducive to the attainment of the above objects.

The objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the objects therein specified, or the powers thereby conferred, shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world, and notwithstanding that the business, undertaking,

property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.

4. The liability of the members is limited.

5. The Share Capital of the Company is £100,000 divided into 100,000 Shares of One Pound each. The Company has power from time to time to increase or reduce its capital and to divide the shares in the original or increased capital into several classes and to attach thereto respectively any preferential or deferred, qualified or special rights, privileges or conditions.

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Dr. Henry
9. Cherry Bridge Rd.
Watlington S.W.
Solicitor.

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THE COMPANIES ACT, 1948.



COMPANY LIMITED BY SHARES.

Article. of Association

OF



THE HOWLEM CONSTRUCTION COMPANY
LIMITED.

PRELIMINARY.

1. The regulations contained in Parts I and II of Table "A" to the First Schedule to the Companies Act, 1948, shall not apply to the Company.

INTERPRETATION.

2. In these regulations :-

"The Act" means the Companies Act, 1948.

"The Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"The United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

PRIVATE COMPANY.

3. The Company is a Private Company and accordingly:-
- (A) The right to transfer shares is restricted in manner hereinafter prescribed;
 - (B) The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty. Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this regulation be treated as a single member;
 - (C) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited;
 - (D) The Company shall not have power to issue share warrants to bearer.

SHARE CAPITAL AND VARIATION OF RIGHTS.

4. Save as the Company may by Ordinary Resolution otherwise direct, the shares in the capital of the Company for the time being shall be at the disposal of the Directors and they may allot, grant options over, or otherwise dispose of them to such persons, at such times and on such terms as they think proper, but so that no shares shall be issued at a discount except in accordance with the Act.
5. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by Ordinary Resolution determine.
6. Subject to the provisions of Section 58 of the Act, any Preference Shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine.

7. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

8. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

9. The Company may exercise the powers of paying commissions conferred by Section 53 of the Act, 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 the said section and the rate or the commission shall not exceed the rate of 10 per cent. of the price at which the shares in respect whereof the same is paid are issued or an amount equal to 10 per cent. of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

10. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

11. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive within two months after

allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or several certificates each for one or more of his shares upon payment of 2s.6d. for every certificate after the first or such less sum as the Directors shall from time to time determine. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid up thereon. Provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holder.

12. If a share certificate be defaced, lost or destroyed, it may be renewed on payment of a fee of 2s.6d. or such less sum and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company of investigating evidence as the Directors think fit.

13. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company nor shall the Company make a loan for any purpose whatsoever on the security of its shares or those of its holding company, but nothing in this regulation shall prohibit transactions mentioned in the proviso to Section 54 (1) of the Act.

LIEN.

14. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

15. The Company may sell, in such manner as the Directors think fit, any shares on which the

Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

16. To give effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

17. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES.

18. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

19. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.

20. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

21. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 5 per cent. per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

22. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

23. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

24. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would but for such advance, become payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) 5 per cent. per annum, as may be agreed upon between the Directors and the member paying such sum in advance.

TRANSFER OF SHARES.

25. (A) Before transferring or requiring the Company to register a transfer of any shares the person, whether a member of the Company or not, proposing to transfer the same (hereinafter called "the retiring member") shall give a notice in writing (hereinafter called 'the transfer notice') to the Company, that he desires to transfer the same, and the transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned at the prescribed price to any member. A transfer notice once given shall not be revocable except with the consent of the Directors.

(B) If the Company within a space of two months after receiving any transfer notice shall find members (hereinafter called 'the purchasers') willing to

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purchase the shares therein mentioned, or any of such shares, and shall give notice in writing thereof to the retiring member, he shall be bound, upon payment of the prescribed price, to transfer the shares mentioned in the transfer notice, or those for which the Company has found purchasers, to the respective purchasers thereof.

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(C) Every notice given by the Company under paragraph (B) stating that it has found a purchaser for any shares shall state the name and address of the purchaser and the number of shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the Company, not being less than seven days nor more than twenty-eight days after the date on which the prescribed price of the shares agreed to be purchased by such purchaser shall have been agreed or fixed as hereinafter provided.

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(D) If in any case a retiring member, a te. having become bound to transfer any shares to a purchaser, shall make default in transferring the shares, the Company may authorize any Director of the Company to execute on behalf of and as attorney for the retiring member any necessary transfers and may register such transfers and may receive the purchase money, and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the shares, and shall hold the purchase money in trust for the retiring member. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and he shall not be bound to see to the application thereof, and after the name of the purchaser has been entered in the register in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.

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(E) If the Company shall not within a space of two months after receiving a transfer notice find members desiring to purchase all the shares mentioned in the transfer notice, and give notice in writing thereof to the retiring member, or if the Company shall within the space aforesaid give to the retiring member notice in writing that the Company has no prospect of finding purchasers of such shares, or any of them, the retiring member shall at any time within four months after giving the transfer notice be at liberty to transfer the shares, or those for which the Company has not found purchasers, to any person at a price not less than the prescribed price.

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(F) By the expression "the prescribed price" used in this Article is meant the sum per share to be agreed between the retiring member and the

Directors of the Company (by unanimous resolution) or failing such agreement to be determined and certified by the Auditors for the time being of the Company on the application of either party or of the Company, as the fair value of the shares on a purchase and sale having regard to all the circumstances such Auditors to act as experts and not as arbitrators in so determining and certifying and their decision to be final.

(G) All shares included in any transfer notice shall be offered by the Company in the first instance for sale at the prescribed price to all members (other than the member giving the transfer notice) and so that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond that number applied for by him) to their existing holdings of the shares of the Company. All such offers of shares shall state the number of the shares comprised in the transfer notice which the person to whom the offer is addressed will be entitled to purchase as of right and shall further invite such person to apply for such number of the shares not taken up by the other person to whom the offer is expressed as he may wish to acquire. All offers of shares under this paragraph shall be made by writing sent through the post in prepaid letters addressed to the members at their respective registered addresses as appearing in the register and every such offer if not accepted within twenty-eight days shall be treated as declined.

(H) The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares to which clause (E) of this Article shall apply (not being fully paid-up shares) to any person and may also decline to register any transfer of shares on which the Company has a lien.

(I) This Article shall not apply to :-

- (a) a Transfer by a Member being a company (wherever incorporated) to another such company when either company is the subsidiary of the other or both companies are the subsidiaries of a third such company. For this purpose "subsidiary" shall have the same meaning as in Section 154 of the Act.
- (b) a transfer of Shares by a company or corporation to any person certified by such company or corporation to be

its nominee (being a Director or responsible officer thereof) or any transfer by one such nominee to any other such nominee or to such company or corporation.

(J) If all the Directors for the time being unanimously (but not otherwise) so agree they may waive compliance with the provisions of this Article in any particular case and register any transfer without such compliance but unless so waived no Member shall have any right to transfer any share until he has complied with the provisions of this Article.

26. The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and, except as provided by sub-paragraph (4) of paragraph 2 of the Seventh Schedule to the Act, the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

27. Subject to such of the restrictions of these regulations as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the Directors may approve.

28. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully-paid share.

29. The Directors may also decline to recognise any instrument of transfer unless :-

- (A) a fee of 2s.6d. or such lesser sum as the Directors may from time to time require is paid to the Company in respect thereof;
- (B) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
- (C) the instrument of transfer is in respect of only one class of share.

30. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

31. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year.

32. The Company shall be entitled to charge a fee not exceeding 2s.6d. on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other instrument,

TRANSMISSION OF SHARES.

33. In case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only person recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

34. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy as the case may be.

35. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

36. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were

the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company, or in relation to the appointment of Directors: Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

FORFEITURE OF SHARES.

37. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

38. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

39. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

40. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

41. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture were payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company shall have

received payment in full of all such moneys in respect of the shares.

42. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the shares in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

43. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

CONVERSION OF SHARES INTO STOCK.

44. The Company may by Ordinary Resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.

45. The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable, but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

46. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be

conferred by an amount of stock which would not, if existing in shares have conferred that privilege or advantage.

47. Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "Stock" and "stockholder".

ALTERATIONS OF CAPITAL.

48. The Company may from time to time by Ordinary Resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

49. The Company may by Ordinary Resolution :-

- (A) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (B) sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of Section 61 (1) (d) of the Act;
- (C) cancel any shares which, at the time of the passing of the resolution, have not been taken or agreed to be taken by any person.

50. The Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner, and with and subject to any incident authorised, and consent required, by law.

GENERAL MEETINGS.

51. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

52. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

53. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

PROCEEDINGS AT GENERAL MEETINGS.

54. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

55. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two members or persons personally present and holding or representing by proxy not less than two-thirds of the issued capital of the Company shall be a quorum. No business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the Meeting.

56. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or, being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

57. 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; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and

at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

58. The person to take the chair at every General Meeting shall be the Chairman of the Directors, or if there be no such Chairman, or if he be not present at or within ten minutes after the time appointed for holding such meeting or shall be unwilling to act as Chairman of the Meeting, the Members present shall choose another Director to be Chairman of the meeting, or if no Director be present or, if all the Directors present shall decline to take the chair, the Members present shall choose one of their own number to be the Chairman of the meeting.

59. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

60. 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 the declaration of the result of the show of hands) demanded :

- (A) By the Chairman; or
- (B) By at least three members present in person or by proxy; or
- (C) By any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (D) By a member or members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll be 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 and an entry to that effect in the book containing the minutes 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.

The demand for a poll may be withdrawn.

61. Except as provided in Regulation 63, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

62. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which a poll is demanded, shall not be entitled to a second or casting vote.

63. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTES OF MEMBERS.

64. 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.

65. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

66. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis, or other person may, on a poll, vote by proxy.

67. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

68. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

69. On a poll votes may be given either personally or by proxy.

70. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

71. The instrument appointing a proxy and the power of attorney or other authority if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

72. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"THE MODERN CONSTRUCTION COMPANY LIMITED."

"I/we

"of

"in the County of

"members of the above-named Company, hereby

"appoint

"of

"or failing him

"of

"as my/our proxy to vote for me/us on my/our

"behalf at the (Annual or Extraordinary, as the

"case may be) General Meeting of the Company, to

"be held on the day of 19

"and at any adjournment thereof.

(Signed this

day of

, 19 ."

73. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit :-

"THE MOWLEM CONSTRUCTION COMPANY LIMITED.

"I/We ,
 "of ,
 "in the County of , being a member/
 "members of the above-named Company, hereby
 "appoint ,
 "or failing him ,
 "of ,
 "as my/our proxy to vote for me/us on my/our
 "behalf at the (Annual or Extraordinary, as
 "the case may be) General Meeting of the Company
 "to be held on the day of ,
 "19 , and at any adjournment thereof.

"Signed this day of , 19 .

"This form is to be used * in favour of the
 "resolution. against

"Unless otherwise instructed, the proxy will vote as he
 "thinks fit.

* "Strike out whichever is not desired."

74. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

75. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES
AT MEETINGS.

76. Any corporation which is a member of the Company may by resolution of its Directors or other governing

body authorised as its representative or of any class of persons so authorised the same power as he represents if it were an

77. (A) U Meeting, the less than tw

(B) T by the subse signed by th first named have been a under sub-p maining Dir deemed to h Company Lim Article.

(C) or any asso Limited, h 40% of the from time shall be e Directors so appoint

(D) Limited, c Africa Com not less Company i Company L Directors so appoint

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body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, 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 member of the Company.

DIRECTORS.

77. (A) Unless otherwise determined by a General Meeting, the number of the Directors shall be not less than two and not more than ten.

(B) The first Directors shall be appointed by the subscribers hereto by an instrument in writing signed by them on their behalf. The four Directors first named in such instrument shall be deemed to have been appointed by John Mowlem and Company Limited under sub-paragraph (C) of this Article and the remaining Directors named in such instrument shall be deemed to have been appointed by The United Africa Company Limited under sub-paragraph (D) of this Article.

(C) So long as John Mowlem and Company Limited, or any associated company of John Mowlem and Company Limited, holds directly or indirectly not less than 40% of the Ordinary Shares of the Company issued from time to time, John Mowlem and Company Limited shall be entitled to appoint not more than five Directors of the Company and to remove any Director so appointed.

(D) So long as The United Africa Company Limited, or any associated company of The United Africa Company Limited, holds directly or indirectly not less than 40% of the Ordinary Shares of the Company issued from time to time, The United Africa Company Limited may appoint not more than five Directors of the Company and remove any person so appointed.

(E) Any appointment or removal under the provisions of this Article shall be effected by a written instrument, signed by or on behalf of the person exercising the right of appointment or removal, and shall take effect upon the instrument being deposited at the office, or at such later date as may be specified in the instrument.

(F) For the purposes of this Article, a company is the associated company of another company if it is either the holding company or subsidiary of that other or is a subsidiary of the same holding company as that other "holding company" and "subsidiary" have, for this

purpose, the same meanings as in Section 154 of the Act.

78. The remuneration of the Directors 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 may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

79. The shareholding qualification for Directors may be fixed by the Company in General Meeting, and unless and until so fixed no qualification shall be required.

80. A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any Company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company by Ordinary Resolution otherwise direct.

BORROWING POWERS.

81. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS.

82. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these regulations, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these regulations, to the provisions of the Act and to such regulations, being not 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 that regulation had not been made.

83. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

84. The Company may exercise the powers conferred by Section 35 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

85. The Company may exercise the powers conferred upon the Company by Sections 119 to 123 (both inclusive) of the Act with regard to the keeping of a dominion register, and the Directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit respecting the keeping of any such register.

86. (1) 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 at a meeting of the Directors in accordance with Section 199 of the Act.

(2) A Director shall not vote in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be in the quorum present at the meeting, but neither of these prohibitions shall apply to :-

- (A) any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
- (B) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in

part under a guarantee or indemnity or by the deposit of a security; or

- (C) any contract by a Director to subscribe for or underwrite shares or debentures of the Company; or
- (D) any contract or arrangement with any other company in which he is interested only as an officer of that company or as holder of shares or other securities;

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.

(3) 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 and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to 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.

(4) A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.

(5) Any Director may act by himself or his firm in a professional capacity in the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director: Provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

87. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall

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be signed, drawn, accepted, endorsed or otherwise
executed, as the case may be, in such manner as the
Directors shall from time to time by resolution
determine.

88. The Directors shall cause minutes to be made
in books provided for the purpose :

- (A) of all appointments of officers made by
the Directors;
- (B) of the names of the Directors present at
each meeting of the Directors and of any
committee of the Directors;
- (C) of all resolutions and proceedings at all
meetings of the Company, and of the
Directors, and of committees of Directors:

and every Director present at any meeting of Directors
or committee of Directors shall sign his name in a
book to be kept for that purpose.

89. The Directors on behalf of the Company may
pay a gratuity or pension or allowance on retirement
to any Director who has held any other salaried office
or place of profit with the Company or to his widow
or dependents, and may make contributions to any fund
and pay premiums for the purchase or provision of any
such gratuity, pension or allowance.

DISQUALIFICATION OF DIRECTORS.

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

- (A) ceases to be a Director by virtue of Section
182 or 185 of the Act; or
- (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
188 of the Act; or
- (D) becomes of unsound mind; or
- (E) resigns his office by notice in writing to
the Company; or
- (F) shall for more than six months have been
absent without permission of the Directors
from meetings of the Directors held during
that period.

RETIRING DIRECTORS.

91. A retiring Director shall be eligible for re-election.

ALTERNATE DIRECTORS.

92. Each Director shall have the power to nominate any person approved for that purpose by the whole of the other Directors to act as deputy Director in his place during his absence or inability to act as a Director and at his discretion to remove such Deputy Director, and on such appointment being made the Deputy Director shall, while acting in the place of the Director he represents, exercise and discharge all the powers and duties of that Director and be subject in all respects to the same terms and conditions as that Director excepting as regards qualification and remuneration.

PROCEEDINGS OF DIRECTORS.

93. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they may think fit. Questions arising at any meeting shall be decided by the majority of votes. A Director may, and the Secretary, on the requisition of a Director shall, at any time, summon a meeting of the Directors.

94. The Directors may determine the quorum necessary for the transaction of business, but until otherwise determined two Directors shall be a quorum, one of whom must have been appointed under Article 77 (C) hereof and the other under Article 77 (D) hereof. No resolution shall be passed at a meeting of the Directors if the votes in favour of it consist wholly of the votes of Directors appointed under one of sub-paragraphs (C) or (D) of Article 77 hereof.

95. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of summoning a General Meeting of the Company, but for no other purpose.

96. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for

holding the same, the Directors present may choose one of their number to be Chairman of the meeting, but no Chairman so elected shall have a second or casting vote.

97. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

98. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.

99. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote if in the appointment of the committee the Directors have so decided.

100. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any 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.

101. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

MANAGING DIRECTOR.

102. The Directors may from time to time appoint one or more of their body to the office of Managing Director 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. The appointment of a Director so appointed shall be automatically determined if he cease from any cause to be a Director.

103. A Managing Director 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.

104. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

SECRETARY.

105. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

106. No person shall be appointed or hold office as Secretary who is :-

- (A) the sole Director of the Company; or
- (B) a corporation, the sole Director of which is the sole Director of the Company; or
- (C) the sole Director of a corporation which is the sole Director of the Company.

107. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and, as, or in place of, the Secretary.

THE SEAL.

108. 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 resolved. Every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

DIVIDENDS AND RESERVE.

109. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

110. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.

111. No dividend shall be paid otherwise than out of profits.

112. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

113. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

114. The Directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

115. Any General Meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or

in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

116. Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one, two or more joint holders may give effectual receipts for any dividends, bonuses or other moneys payable in respect of the shares held by them as joint holders.

117. No dividend shall bear interest against the Company.

ACCOUNTS.

118. The Directors shall cause proper books of account to be kept with respect to :-

- (A) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (B) all sales and purchases of goods by the Company; and
- (C) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

119. The books of account shall be kept at the registered office of the Company, or subject to Section 147 (3) of the Act, at such other place

or places as the Directors think fit, and shall always be open to the inspection of the Directors.

120. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

121. The Directors shall from time to time, in accordance with Sections 148, 150 and 157 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

122. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report, shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every person registered under regulation 36. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

CAPITALISATION OF PROFITS.

123. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution:

Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

124. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

AUDIT.

125. Auditors shall be appointed and their duties regulated in accordance with Sections 195 to 162 of the Act.

NOTICES.

126. A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

127. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register of members in respect of the share.

128. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

129. Notice of every General Meeting shall be given in any manner hereinbefore authorized to :-

- (A) every member;
- (B) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (C) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

WINDING UP.

130. If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Act, divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like sanction, vest the whole or any part of such assets in trustees, upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or

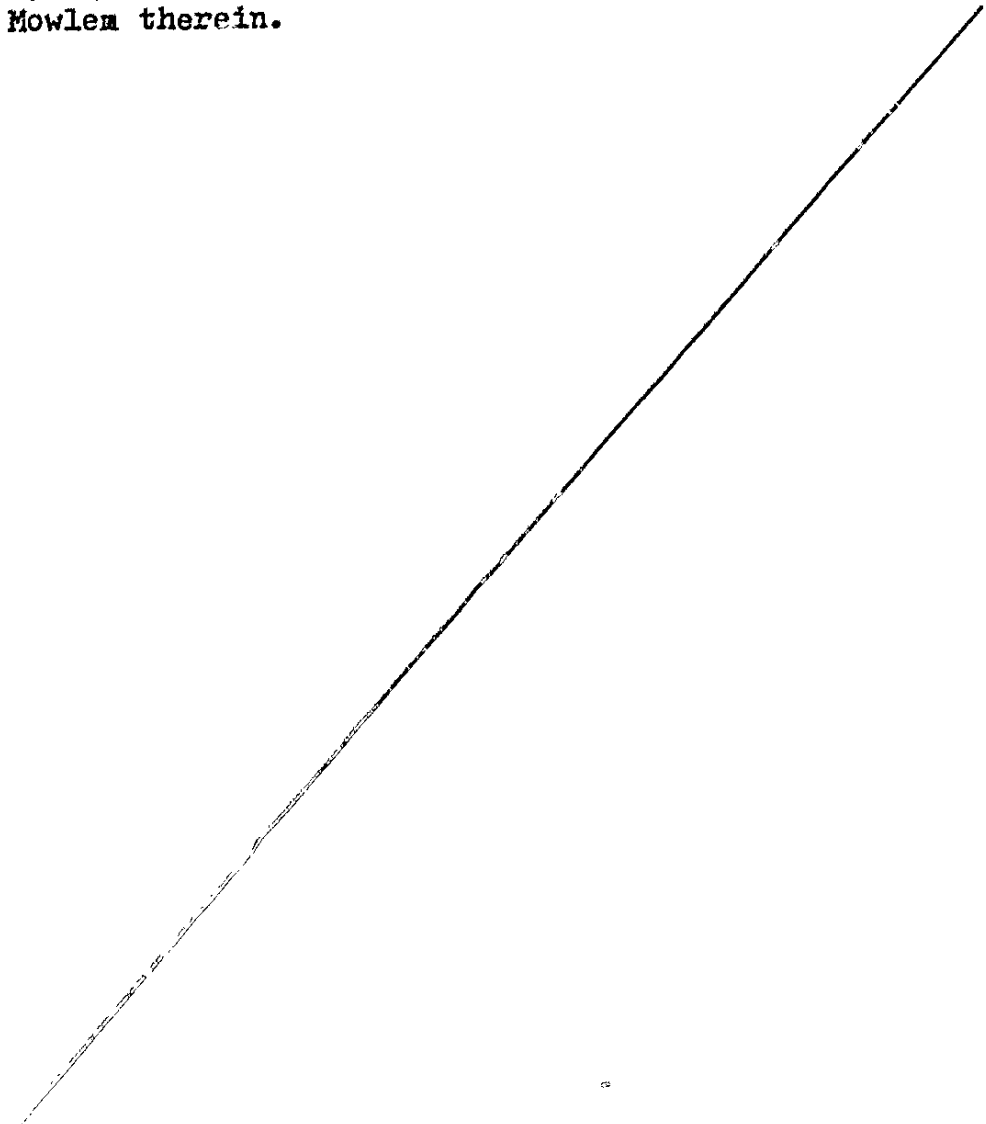
other securities whereupon there is any liability.

INDEMNITY.

131. Every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the Court.

CHANGE OF NAME.

132. If at any time John Mowlem & Company Limited ceases to be a member of the Company, either by itself or through any Associated or subsidiary company or any nominee, then the name, style or title of the Company shall forthwith be altered to exclude therefrom any reference to the name of Mowlem therein.



Names, Address Descriptions of Subscribers.

John W. Lacott.
1 Wells Rd. Bickley. Kent.
Civil Engineer.

Edgar Philip Cook
3 Marlborough Row. Trenchard. Mass.
Ed. Squaring Contractor.

DATED the *11th* day of *September* 1963

WITNESS to the above Signatures :-

2 H. Henry
91 Stuy Bridge Rd.
Chesham S. W. 1
Secretary

No. C. 173

DUPLICATE FOR THE FILE

No. 775010



Certificate of Incorporation

I Hereby Certify, that

THE MOWLEM CONSTRUCTION COMPANY LIMITED

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

Given and sealed on the **Twenty-fifth** day of
September in the **Ninth** year of the said King, that is to say, in the year of our Lord one thousand nine hundred and sixty three.

[Signature]
Registrar of Companies.

Certificate
received by

[Signature]

Date

25 SEP 1963

Number of
Company

775010

Form No. 103

THE COMPANIES ACT, 1948

COMPANIES
REGISTRATION

Abs.
Companies
Registration Fee
Stamp must
be impressed
here.

Notice of Place where Register of Members is kept or of any Change in that Place

(Pursuant to section 110 (3))

Insert the
name of
company

THE MOWLEM CONSTRUCTION COMPANY LIMITED

Section 110 of the Companies Act, 1948, provides that:—

* * * * *

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place:

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

Presented by

A. H. J. SUTCLIFFE

138/146 Clapham Park Road,

London, S.W.4.

Notice of Place where Register of Members is kept or of any
Change in that Place.

To the REGISTRAR OF COMPANIES.

THE MOWLEM CONSTRUCTION COMPANY LIMITED
hereby gives you notice, in accordance with subsection (3) of section 110
of the Companies Act, 1948, that the register of members of the Company
is kept at 138/146 Clapham Park Road,
London, S.W.4.

Signature S. P. J. J. J.
(State whether
Director or Secretary) Secretary

Dated the 17th day of December 1963.

Number of }
Company } 775010



THE REGISTRAR OF
COMPANIES
REGISTRATION

THE COMPANIES ACT, 1948

Notice of Place where Register of Members is kept or of any Change in that Place

(Pursuant to section 110 (3))

Insert the
Name of
Company

THE MOJEM CONSTRUCTION COMPANY LIMITED

Section 110 of the Companies Act, 1948, provides that:—

* * * * *

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place:

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

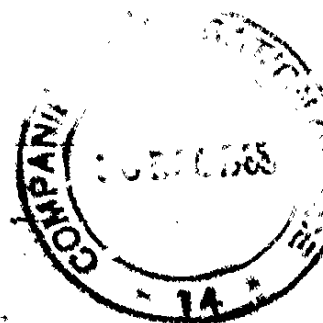
(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

Presented by

R. J. Williams

91 Abury Bridge Road,

London, E.C.4.



Form No. 103
(The fee is 5s.)

REGISTERED

The Solicitors' Law Stationers' Society Limited
101-10 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 196 Victoria Street, S.W.1;
13 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, G.2.

Companies Act

F1012-16-65

Notice of Place where Register of Members is kept or of any
Change in that Place.

To the REGISTRAR OF COMPANIES.

THE MOLEM CONSTRUCTION COMPANY LIMITED
hereby gives you notice, in accordance with subsection (3) of section 110
of the Companies Act, 1948, that the register of members of the Company
is kept at Westgate House,
Ealing Road, Brentford, Middlesex

Signature

B. J. Wallis

*(State whether
Director or Secretary)*

Secretary

Dated the 22nd *day of* December 1965.

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

COMPANY LIMITED BY SHARES.

Special Resolution

OF

REGISTERED

2 NOV. 1966

THE MOWLEM CONSTRUCTION COMPANY LIMITED.

PASSED the 27th SEPTEMBER, 1966.

AT the ANNUAL GENERAL MEETING of the above-named Company held on Tuesday the 27th day of September, 1966, at Westgate House, Ealing Road, Brentford, Middlesex the following SPECIAL RESOLUTION was duly passed namely :-

"THAT paragraph (F) of Article 9C of the Company's Articles of Association shall be deleted in its entirety and the said Articles of Association shall be and are hereby amended to that extent." 204

J. J. J.
Chairman.

Number of Company 775010. ³⁰

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
OF
THE HOWLEM CONSTRUCTION COMPANY LIMITED

PASSED the 22ND DECEMBER, 1970

At an EXTRAORDINARY GENERAL MEETING of the above-named Company held on Tuesday the 22nd day of December, 1970, at Westgate House, Easing Road, Brentford, Middlesex the following SPECIAL RESOLUTIONS were duly passed namely:-

1. IT WAS RESOLVED by special resolution that paragraphs (B,C,D,E,F,G) of Article 77 of the Company's Articles of Association shall be deleted in their entirety and that there shall be substituted the following new paragraph (B) of the said Article 77 and that the said Articles of Association shall be and are hereby amended to that extent.

(B) So long as John Howlem & Co. Ltd. or any associated company of John Howlem & Co. Ltd. holds directly or indirectly not less than 40% of the ordinary shares of the Company issued from time to time, John Howlem & Co. Ltd. shall be entitled to appoint the directors of the company and to remove any director so appointed. For the purposes of this Article a company is an associated company of John Howlem & Co. Ltd. if it is either a subsidiary of John Howlem & Co. Ltd. or is a subsidiary of a subsidiary of John Howlem & Co. Ltd. "Subsidiary" as for the purpose of this Article is the same meaning as in Section 154 of the Act.
2. IT WAS RESOLVED by special resolution that Article 54 of the Company's Articles of Association shall be deleted in its entirety and that in its place shall be substituted the following new Article 94.

94. The directors may determine the quorum necessary for the transaction of business but until otherwise determined two directors shall be a quorum and the said Articles of Association shall be and are hereby amended to that extent.

Certified a true copy of the above Resolutions

[Signature]

JB

13

Certificate No. 775010.

36

of
The MOWLEM CONSTRUCTION CO. LTD
Director"
D. R. Perry.

THE COMPANIES ACT, 1948.

ECA 1972 Section 9

COMPANY LIMITED BY SHARES.

Memorandum

AND

Articles of Association

OF

THE MOWLEM CONSTRUCTION COMPANY LIMITED.

Incorporated the 25th day of September 1963.

11

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

THE MOWLEM CONSTRUCTION COMPANY
LIMITED.

1. The name of the Company is "THE MOWLEM CONSTRUCTION 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 construct, execute, carry out, equip, improve, work, develop, administer, manage or control in any part of the world works of all kinds, which expression, in this Memorandum, includes aerodromes, railways, tramways, docks, harbours, piers, wharves, canals, reservoirs, embankments, irrigations, reclamation, improvement, sewage, drainage, sanitary, water, gas, electric light, telephonic, telegraphic and power supply works, and hotels, warehouses, markets and buildings, and all other works of whatsoever nature or kind.
 - (b) To apply for, purchase or otherwise acquire, any contracts, decrees and concessions, for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration or control of works and to undertake, execute, carry out, dispose of, or otherwise turn to account the same.
 - (c) To carry on the business of miners, metallurgists, builders and contractors, graziers, shipowners, shipbuilders, merchants, importers and exporters,

and to buy, sell and deal in property of all kinds.

- (d) To carry on the business of electrical engineers and contractors, suppliers of electricity, carriers of passengers and goods, electric manufacturers of and dealers in railway, tramway, electric, magnetic, galvanic and other apparatus, suppliers of light, heat, sound and power.
- (e) To carry on the business of iron foundry, mechanical engineers and manufacturers of agricultural implements and other machinery, tool-makers, brass-foundry, metal-workers, boiler-makers, millwrights, machinists, iron and steel converters, smiths, wood-workers, painters, water-supply engineers and merchants, and to buy, sell, manufacture, repair, convert, alter, let on hire, and deal in machinery, implements, rolling stock and hardware of all kinds.
- (f) To carry on any business relating to the winning and working of minerals, the production and working of metals, and the production, manufacture and preparation of any other materials which may be usefully or conveniently combined with the engineering or manufacturing business of the Company, or any contracts undertaken by the Company, and either for the purpose only of such contracts or as an independent business.
- (g) To carry on the business of manufacturers of, dealers in, hirers, repairers, cleaners, storers and warehousemen of motor cars, motor cycles, cycles, bicycles and carriages, launches, boats, vans, aeroplanes, hydroplanes and other conveyances of all descriptions (all hereinafter comprised in the term "motors and other things") whether propelled or assisted by means of petrol, spirit, steam, gas, electrical, animal or other power, and of engines, chassis, bodies and other things used for, in, or in connection with motors and other things.
- (h) To buy, sell, let on hire, repair, alter and deal in machinery, component parts, accessories and fittings of all kinds for motors and other things and all articles and things referred to in Clause (g) hereof, or used in, or capable of being used in connection with the manufacture, maintenance and working thereof.

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- (i) To carry on the business of garage keepers and suppliers of and dealers in petrol and other motive fuel.
- (j) To purchase or otherwise acquire, issue, re-issue, sell, place and deal in shares, stocks, bonds, debentures, and securities of all kinds, and to give any guaranty or security for the payment of dividends or interest thereon, or otherwise in relation thereto.
- (k) To negotiate loans, to lend money, securities and other property, to discount bills and securities, to become sureties and guarantors for any purposes, and generally to carry on business as capitalists, financiers and bankers.
- (l) To purchase, take on lease, or in exchange, have or otherwise acquire any moveable and immoveable property, and any rights or privileges which the Company may think necessary or convenient for the purpose of its business and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
- (m) To carry on any other business, manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above specified business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (n) 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 possessed of property suitable for the purposes of this Company.
- (o) To apply for, purchase, or otherwise acquire any patents, brevets d'invention, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
- (p) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint ventures, 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.

- (q) 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.
- (r) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority, any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (s) To establish and support or aid in the establishment and support of a relations, institutions, funds, trusts and conveniences, calculated to benefit Directors, ex-Directors, 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 exhibition, or for any public, general or useful object.
- (t) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (u) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (v) 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, debenture stock, perpetual or otherwise, charges upon all or any of the Company's property (both present and future) including its uncalled capital, and to purchase, redeem or pay off any such securities.

- (w) To amalgamate with any other company having objects altogether or in part similar to those of the Company.
- (x) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (y) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (z) 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.
- (aa) 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.
- (bb) To distribute any of the property of the Company among the members in specie.
- (cc) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (dd) To do all such other things as are incidental or conducive to the attainment of the above objects.

The objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the objects therein specified, or the powers thereby conferred, shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world, and notwithstanding that the business, undertaking,

property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.

4. The liability of the members is limited.

5. The Share Capital of the Company is £100,000 divided into 100,000 shares of One Pound each. The Company has power from time to time to increase or reduce its capital and to divide the shares in the original or increased capital into several classes and to attach thereto respectively any preferential or deferred, qualified or special rights, privileges or conditions.

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.
JOHN WESTACOTT 1, Wells Road, Bickley, Kent. Civil Engineer.	ONE
EDGAR PHILIP BECK 3, Montpelier Row, Twickenham, Middx. Civil Engineering Contractor.	ONE

DATED the Twelfth day of September 1963.

WITNESS to the above Signatures :-

D. R. PERREY,
91, Ebury Bridge Road,
Westminster, S.W.1.
Solicitor.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

THE MOWLEM CONSTRUCTION COMPANY
LIMITED.

PRELIMINARY.

1. The regulations contained in Parts I and II of Table "A" to the First Schedule to the Companies Act, 1948, shall not apply to the Company.

INTERPRETATION.

2. In these regulations :-

"The Act" means the Companies Act, 1948.

"The Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"The United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

PRIVATE COMPANY.

3. The Company is a Private Company and accordingly:-
- (A) The right to transfer shares is restricted in manner hereinafter prescribed;
 - (B) The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty. Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this regulation be treated as a single member;
 - (C) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited;
 - (D) The Company shall not have power to issue share warrants to bearer.

SHARE CAPITAL AND VARIATION OF RIGHTS.

4. Save as the Company may by Ordinary Resolution otherwise direct, the shares in the capital of the Company for the time being shall be at the disposal of the Directors and they may allot, grant options over, or otherwise dispose of them to such persons, at such times and on such terms as they think proper, but so that no shares shall be issued at a discount except in accordance with the Act.
5. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by Ordinary Resolution determine.
6. Subject to the provisions of Section 58 of the Act, any Preference Shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine.

7. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

8. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

9. The Company may exercise the powers of paying commissions conferred by Section 53 of the Act, 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 the said section and the rate or the commission shall not exceed the rate of 10 per cent. of the price at which the shares in respect whereof the same is paid are issued or an amount equal to 10 per cent. of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

10. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

11. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive within two months after

allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or several certificates each for one or more of his shares upon payment of 2s.6d. for every certificate after the first or such less sum as the Directors shall from time to time determine. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid up thereon. Provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

12. If a share certificate be defaced, lost or destroyed, it may be renewed on payment of a fee of 2s.6d. or such less sum and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company of investigating evidence as the Directors think fit.

13. The Company shall not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company nor shall the Company make a loan for any purpose whatsoever on the security of its shares or those of its holding company, but nothing in this regulation shall prohibit transactions mentioned in the proviso to Section 54 (1) of the Act.

LIEN.

14. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

15. The Company may sell, in such manner as the Directors think fit, any shares on which the

Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

16. To give effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

17. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES.

18. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

19. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.

20. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

21. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 5 per cent. per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

22. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

23. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

24. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would but for such advance, become payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) 5 per cent. per annum, as may be agreed upon between the Directors and the member paying such sum in advance.

TRANSFER OF SHARES.

25. (A) Before transferring or requiring the Company to register a transfer of any shares the person, whether a member of the Company or not, proposing to transfer the same (hereinafter called "the retiring member") shall give a notice in writing (hereinafter called "the transfer notice") to the Company, that he desires to transfer the same, and the transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned at the prescribed price to any member. A transfer notice once given shall not be revocable except with the consent of the Directors.

(B) If the Company within a space of two months after receiving any transfer notice shall find members (hereinafter called "the purchaser(s)") willing to

purchase the shares therein mentioned, or any of such shares, and shall give notice in writing thereof to the retiring member, he shall be bound, upon payment of the prescribed price, to transfer the shares mentioned in the transfer notice, or those for which the Company has found purchasers; to the respective purchasers thereof.

(C) Every notice given by the Company under paragraph (B) stating that it has found a purchaser for any shares shall state the name and address of the purchaser and the number of shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the Company, not being less than seven days nor more than twenty-eight days after the date on which the prescribed price of the shares agreed to be purchased by such purchaser shall have been agreed or fixed as hereinafter provided.

(D) If in any case a retiring member, after having become bound to transfer any shares to a purchaser, shall make default in transferring the shares, the Company may authorize any Director of the Company to execute on behalf of and as attorney for the retiring member any necessary transfers and may register such transfers and may receive the purchase money, and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the shares, and shall hold the purchase money in trust for the retiring member. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and he shall not be bound to see to the application thereof, and after the name of the purchaser has been entered in the register in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.

(E) If the Company shall not within a space of two months after receiving a transfer notice find members desiring to purchase all the shares mentioned in the transfer notice, and give notice in writing thereof to the retiring member, or if the Company shall within the space aforesaid give to the retiring member notice in writing that the Company has no prospect of finding purchasers of such shares, or any of them, the retiring member shall at any time within four months after giving the transfer notice be at liberty to transfer the shares, or those for which the Company has not found purchasers, to any person at a price not less than the prescribed price.

(F) By the expression "the prescribed price" used in this Article is meant the sum per share to be agreed between the retiring member and the

Directors of the Company (by unanimous resolution) or failing such agreement to be determined and certified by the Auditors for the time being of the Company on the application of either party or of the Company, as the fair value of the shares on a purchase and sale having regard to all the circumstances such Auditors to act as experts and not as arbitrators in so determining and certifying and their decision to be final.

(G) All shares included in any transfer notice shall be offered by the Company in the first instance for sale at the prescribed price to all members (other than the member giving the transfer notice) and so that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond that number applied for by him) to their existing holdings of the shares of the Company. All such offers of shares shall state the number of the shares comprised in the transfer notice which the person to whom the offer is addressed will be entitled to purchase as of right and shall further invite such person to apply for such number of the shares not taken up by the other person to whom the offer is expressed as he may wish to acquire. All offers of shares under this paragraph shall be made by writing sent through the post in prepaid letters addressed to the members at their respective registered addresses as appearing in the register and every such offer if not accepted within twenty-eight days shall be treated as declined.

(H) The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares to which clause (E) of this Article shall apply (not being fully paid-up shares) to any person and may also decline to register any transfer of shares on which the Company has a lien.

(I) This Article shall not apply to :-

- (a) a Transfer by a Member being a company (wherever incorporated) to another such company when either company is the subsidiary of the other or both companies are the subsidiaries of a third such company. For this purpose "subsidiary" shall have the same meaning as in Section 154 of the Act.
- (b) a transfer of Shares by a company or corporation to any person certified by such company or corporation to be

its nominee (being a Director or responsible officer thereof) or any transfer by one such nominee to any other such nominee or to such company or corporation.

(J) If all the Directors at the time being unanimously (but not otherwise) so agree they may waive compliance with the provisions of this Article in any particular case and register any transfer without such compliance but unless so waived no Member shall have any right to transfer any share until he has complied with the provisions of this Article.

26. The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and, except as provided by sub-paragraph (4) of paragraph 2 of the Seventh Schedule to the Act, the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

27. Subject to such of the restrictions of these regulations as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the Directors may approve.

28. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully-paid share.

29. The Directors may also decline to recognise any instrument of transfer unless :-

- (A) a fee of 2s.6d. or such lesser sum as the Directors may from time to time require is paid to the Company in respect thereof;
- (B) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
- (C) the instrument of transfer is in respect of only one class of share.

30. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

31. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year.

32. The Company shall be entitled to charge a fee not exceeding 2s.6d. on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other instrument,

TRANSMISSION OF SHARES.

33. In case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only person recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

34. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy as the case may be.

35. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

36. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were

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the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company, or in relation to the appointment of Directors: Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

FORFEITURE OF SHARES.

37. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

38. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

39. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

40. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

41. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture were payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company shall have

received payment in full of all such moneys in respect of the shares.

42. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the shares in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

43. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

CONVERSION OF SHARES INTO STOCK.

44. The Company may by Ordinary Resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.

45. The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable, but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

46. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be

conferred by an amount of stock which would not, if existing in shares have conferred that privilege or advantage.

47. Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "Stock" and "stockholder".

ALTERATIONS OF CAPITAL.

48. The Company may from time to time by Ordinary Resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

49. The Company may by Ordinary Resolution :-

- (A) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (B) sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of Section 61 (1) (d) of the Act;
- (C) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

50. The Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner, and with and subject to any incident authorized, and consent required, by law.

GENERAL MEETINGS.

51. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

52. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

53. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

PROCEEDINGS AT GENERAL MEETINGS.

54. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

55. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two members or persons personally present and holding or representing by proxy not less than two-thirds of the issued capital of the Company shall be a quorum. No business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the Meeting.

56. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or, being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

57. 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; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and

at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

58. The person to take the chair at every General Meeting shall be the Chairman of the Directors, or if there be no such Chairman, or if he be not present at or within ten minutes after the time appointed for holding such meeting or shall be unwilling to act as Chairman of the Meeting, the Members present shall choose another Director to be Chairman of the meeting, or if no Director be present or, if all the Directors present shall decline to take the chair, the Members present shall choose one of their own number to be the Chairman of the meeting.

59. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

60. 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 the declaration of the result of the show of hands) demanded :

- (A) By the Chairman; or
- (B) By at least three members present in person or by proxy; or
- (C) By any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (D) By a member or members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll be 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 and an entry to that effect in the book containing the minutes 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.

The demand for a poll may be withdrawn.

61. Except as provided in Regulation 63, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

62. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which a poll is demanded, shall not be entitled to a second or casting vote.

63. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTES OF MEMBERS.

64. 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.

65. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

66. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis, or other person may, on a poll, vote by proxy.

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67. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

68. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

69. On a poll votes may be given either personally or by proxy.

70. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

71. The instrument appointing a proxy and the power of attorney or other authority if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

72. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"THE HOWLEY CONSTRUCTION COMPANY LIMITED."

"I/we
"of
"in the County of , being a member/
"members of the above-named Company, hereby
"appoint
"of
"or failing him
"of
"as my/our proxy to vote for us/us on my/our
"behalf at the (Annual or Extraordinary, as the
"case may be) General Meeting of the Company, to
"be held on the day of 19
"and at any adjournment thereof.

(Signed this

day of

19 ."

73. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit :-

"THE MOWLEM CONSTRUCTION COMPANY LIMITED.

"I/We
"of
"in the County of , being a member/
"members of the above-named Company, hereby
"appoint
"of
"or failing him
"of
"as my/our proxy to vote for me/us on my/our
"behalf at the (Annual or Extraordinary, as
"the case may be) General Meeting of the Company
"to be held on the . day of
"19 and at any adjournment thereof.

"Signed . . . day of , 19 .

"This form is to be used * in the the
"resolution. against

"Unless otherwise instructed, the proxy will vote as he
"thinks fit.

* "Strike out whichever is not desired."

74. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

75. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES
AT MEETINGS.

76. Any corporation which is a member of the Company may by resolution of its Directors or other governing

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body authorise such person as it thinks fit to act
as its representative at any meeting of the Company
of any class of members of the Company, and the
person so authorised shall be entitled to exercise
the same powers on behalf of the Corporation which
represents as that corporation could exercise
if it were an individual member of the Company.

PANY LIMITED.

DIRECTORS.

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77. (A) Unless otherwise determined by a General
Meeting, the number of the Directors shall be not
less than two and not more than ten.

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- (B) So long as John Nowlen & Co. Ltd. or any associated
company of John Nowlen & Co. Ltd. holds directly or
indirectly not less than 40% of the ordinary shares
of the Company issued from time to time, John Nowlen
& Co. Ltd. shall be entitled to appoint the directors
of the company and to remove any director so appointed.
For the purposes of this Article a company is an associated
company of John Nowlen & Co. Ltd. if it is either a
subsidiary of John Nowlen & Co. Ltd. or is a subsidiary
of a subsidiary of John Nowlen & Co. Ltd. "Subsidiary"
as for the purpose of this Article is the same meaning
as in Section 154 of the Act.

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REPRESENTATIVES

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78. The remuneration of the Directors 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 may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

79. The shareholding qualification for Directors may be fixed by the Company in General Meeting, and unless and until so fixed no qualification shall be required.

80. A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any Company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company by Ordinary Resolution otherwise direct.

BORROWING POWERS.

81. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS.

82. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these regulations, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these regulations, to the provisions of the Act and to such regulations, being not 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 that regulation had not been made.

83. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

84. The Company may exercise the powers conferred by Section 35 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

85. The Company may exercise the powers conferred upon the Company by Sections 119 to 123 (both inclusive) of the Act with regard to the keeping of a dominion register, and the Directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit respecting the keeping of any such register.

86. (1) 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 at a meeting of the Directors in accordance with Section 199 of the Act.

(2) A Director shall not vote in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be in the quorum present at the meeting, but neither of these prohibitions shall apply to :-

(A) any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or

(B) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director is personally responsible or has assumed responsibility in whole or in

part under a guarantee or indemnity or by the deposit of a security; or

(C) any contract by a Director to subscribe for or underwrite shares or debentures of the Company; or

(D) any contract or arrangement with any other company in which he is interested only as an officer of that company or as holder of shares or other securities;

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.

(3) 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 and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to 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.

(4) A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.

(5) 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 as if he were not a Director: Provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

87. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall

be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

88. The Directors shall cause minutes to be made in books provided for the purpose :

- (A) of all appointments of officers made by the Directors;
- (B) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (C) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors;

and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose.

89. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependents, and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

DISQUALIFICATION OF DIRECTORS.

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

- (A) ceases to be a Director by virtue of Section 182 or 185 of the Act; or
- (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 188 of the Act; or
- (D) becomes of unsound mind; or
- (E) resigns his office by notice in writing to the Company.

RETIRING DIRECTORS

91. A retiring Director shall be eligible for re-election.

ALTERNATE DIRECTORS

92. Each Director shall have the power to nominate any person approved for that purpose by the whole of the other Directors to act as Deputy Director in his place during his absence or inability to act as a Director and at his discretion to remove such Deputy Director, and on such appointment being made the Deputy Director shall, while acting in the place of the Director he represents, exercise and discharge all the powers and duties of that Director and be subject in all respects to the same terms and conditions as that Director excepting as regards qualifications and remuneration.

PROCEEDINGS OF DIRECTORS

93. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they may think fit. Questions arising at any meeting shall be decided by the majority of votes. A Director may, and the Secretary, on the requisition of a Director shall, at any time, summon a meeting of the Directors.

94. The Directors may determine the quorum necessary for the transaction of business but until otherwise determined two Directors shall be a quorum.

95. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors or Directors may act for the purpose of summoning a General Meeting of the Company, but for no other purpose.

96. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected; or if at any meeting the Chairman is not present within five minutes after the time appointed for

holding the same, the Directors present may choose one of their number to be Chairman of the meeting, but no Chairman so elected shall have a second or casting vote.

97. The Directors may delegate any of their powers to committees consisting of such members or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

98. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.

99. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote if in the appointment of the committee the Directors have so decided.

100. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any 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.

101. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

MANAGING DIRECTOR.

102. The Directors may from time to time appoint one or more of their body to the office of Managing Director 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. The appointment of a Director so appointed shall be automatically determined if he ceases from any cause to be a Director.

103. A Managing Director 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.

104. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

SECRETARY.

105. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

106. No person shall be appointed or hold office as Secretary who is :-

- (A) the sole Director of the Company; or
- (B) a corporation, the sole Director of which is the sole Director of the Company; or
- (C) the sole Director of a corporation which is the sole Director of the Company.

107. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and, as, or in place of, the Secretary.

THE SEAL.

108. 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 and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

DIVIDENDS AND RESERVE.

such remuneration or participation and partly in kind.

109. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

confer upon exercisable and with such either of their own, withdraw, s.

110. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.

111. No dividend shall be paid otherwise than out of profits.

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112. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

113. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

114. The Directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

115. Any General Meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or

in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

116. Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one, two or more joint holders may give effectual receipts for any dividends, bonuses or other moneys payable in respect of the shares held by them as joint holders.

117. No dividend shall bear interest against the Company.

ACCOUNTS.

118. The Directors shall cause proper books of account to be kept with respect to :-

- (A) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (B) all sales and purchases of goods by the Company; and
- (C) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

119. The books of account shall be kept at the registered office of the Company, or subject to Section 147 (3) of the Act, at such other place

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or places as the Directors think fit, and shall always be open to the inspection of the Directors.

120. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

121. The Directors shall from time to time, in accordance with Sections 148, 150 and 157 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

122. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report, shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every person registered under regulation 36. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

CAPITALISATION OF PROFITS.

123. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution:

Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

124. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

AUDIT.

125. Auditors shall be appointed and their duties regulated in accordance with Sections 195 to 162 of the Act.

NOTICES.

126. A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

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127. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register of members in respect of the share.

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128. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

129. Notice of every General Meeting shall be given in any manner hereinbefore authorized to :-

- (A) every member;
- (B) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (C) the Auditor for the time being of the Company.

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No other person shall be entitled to receive notices of General Meetings.

WINDING UP.

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130. If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Act, divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of member. The Liquidator may, with the like sanction, vest the whole or any part of such assets in trustees, upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or

other securities whereupon there is any liability.

INDEMNITY.

131. Every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the Court.

CHANGE OF NAME.

132. If at any time John Howlem & Company Limited ceases to be a member of the Company, either by itself or through any Associated or subsidiary company or any nominee, then the name, style or title of the Company shall forthwith be altered to exclude therefrom any reference to the name of Howlem therein.

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Names, Addresses and Descriptions of Subscribers.

JOHN WESTACOTT
1, Wells Road,
Bickley,
Kent.

Civil Engineer.

EDGAR PHILIP BEOK
3, Montpelier Row,
Twickenham,
Middx.

Civil Engineering
Contractor.

DATED the Twelfth day of September 1963.

WITNESS to the above Signatures :-

D. R. PERREY,
91, Ebury Bridge Road,
Westminster, S.W.1.
Solicitor.

Number of Company 775010

COMPANIES ACTS 1929 to 1948

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

THE HOWLEN CONSTRUCTION COMPANY LIMITED

PASSED the Twenty Third day of May 1978

At the ANNUAL GENERAL MEETING of the above-named Company held at the Registered Offices at Westgate House, Ealing Road, Brentford, Middlesex, on the Twenty Third day of May 1978, the following RESOLUTION was passed as a SPECIAL RESOLUTION

Special Resolution

That the Articles of Association of the Company be and are here by amended by the insertion therein of the following new Clause as an additional clause:-

Any Shareholder or Shareholders entitled or together entitled beneficially to more than 25% of the issued share capital of the Company entitling the holders thereof to attend and vote at a General Meeting of the Company whether directly or indirectly may at any time by notice in writing to the Company with immediate effect:-

- (1) Appoint any person to be a Director or the Alternate Director of a Director or an Associate Director of the Company
- and (2) Discharge and remove any Director or Alternate Director or Associate Director of the Company from that office and from the Board of the Company.

Clauses 92, 93, 95, 96 and 97 of Table 'A' shall be modified accordingly.

J. WESTACOTT
Chairman

I certify the above to be a true copy of a Special Resolution duly passed by the Company on the Twenty Third day of May 1978.

C.E. BENSON
Secretary

THE COMPANIES ACTS 1948 TO 1976

Notice of overseas interests

Pursuant to section 6(3) of the Companies Act 1976

Please do not
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Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

98

775010

Name of company

THE MOWLEM CONSTRUCTION CO. LTD.

Limited*

*delete if
inappropriate

Note

Please read the
notes overleaf
before
completing this
form.

The directors of the above-named company hereby give you notice in accordance with section 6(3) of the Companies Act 1976 that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and hereby claim an extension of three months to the period allowed under section 6 of the Companies Act 1976 for laying and delivering accounts in relation to the accounting reference period [ending] [which ended on]*

Day Month Year

31 12 1982

*delete as
appropriate

Signed



[Director] [Secretary] Date

8.12.83.

Presenter's name, address and
reference [if any]:

JOHN MOWLEM & COMPANY PLC
WESTGATE HOUSE
EALING ROAD, BRENTFORD
MDDX. TW8 0QZ

For official use

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General section

Post room



A**THE COMPANIES ACTS 1948 TO 1976****Notice of overseas interests**

Pursuant to section 6(3) of the Companies Act 1976

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in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

102

775010

Name of company

*delete if
inappropriate

THE MOWLEM CONSTRUCTION COMPANY

Limited*

NotePlease read the
notes on the leaf
before
completing this
form

The director of the above-named company hereby give you notice in accordance with section 6(3) of the Companies Act 1976 that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and hereby claim an extension of three months to the period allowed under section 6 of the Companies Act 1976 for laying and delivering accounts in relation to accounting reference period [ending] [which ended on].

Day Month Year

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Signed

Gareth Lant

[Director] [Secretary] Date 20 November 1984

Presenter's name, address and
reference [if any]:

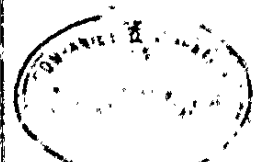
JOHN MOWLEM & COMPANY PLC
WESTGATE HOUSE
EALING ROAD, BRENTFORD
MIDDLESEX TW8 0QZ

For official use

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General section

Post room



Notice of claim to extension of period allowed for laying and delivering accounts—overseas business or interests

Pursuant to section 242 of the Companies Act 1985

Please do not write in this margin

To the Registrar of Companies

For official use

Company number

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

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775010

Name of company

THE MOWLEM CONSTRUCTION COMPANY LIMITED

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending/which ended on]

Day Month Year

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Signed

John Tarrant

(Director/Secretary)

Date 30/9/86

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

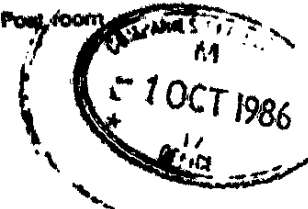
0 5 0 4 1 9 8 5

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

F. A. J. TARRANT,
FOUNDATION HOUSE,
EASTERN ROAD,
BRACKNELL,
BERKS., RG12 2UZ.

For official use
General Section

Post room



MA/16/10000
Number of Company: 775010

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

(Copy)

SPECIAL RESOLUTIONS

OF

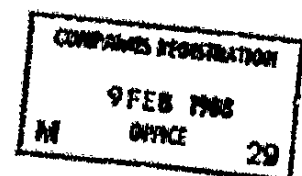
THE MOWLEM CONSTRUCTION COMPANY LIMITED

Passed the 10th day of November 1987.

At an EXTRAORDINARY GENERAL MEETING of the above-named Company,
duly convened, and held on the 10th day of November 1987,
the following SPECIAL RESOLUTIONS were duly passed:-

1. That the Memorandum of Association of the Company with respect to its objects be and the same are hereby altered by deleting Clause 3 of the said Memorandum and by substituting therefor the new Clause 3 already approved by this Meeting, and for the purpose of identification subscribed by the Chairman thereof.
2. That the new Articles of Association already approved by this Meeting, and for the purpose of identification subscribed by the Chairman thereof, be and the same are hereby adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, all the existing Articles thereof.

CH Kent
CHAIRMAN.



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

JAC Black / Moul.

x 15 London

COMPANY NUMBER 775010

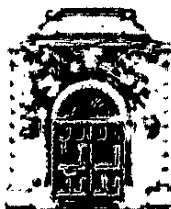
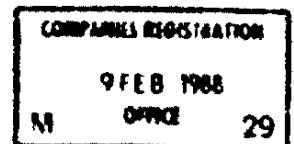
THE COMPANIES ACT 1948
AND
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM & ARTICLES OF ASSOCIATION OF:

THE MOWLEM CONSTRUCTION COMPANY LIMITED

Incorporated the 25th day of September, 1963.



The London Law Agency Limited
Company Registration Agents Law Agents Printers and Publishers
15th Floor, Chambers, Temple Avenue, London EC4Y 0HP Tel 01-353 9471/110 lines

THE COMPANIES ACT, 1948

AND

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

THE MOWLEM CONSTRUCTION COMPANY LIMITED

(As altered by Special Resolution passed on the 10th day of November 1987)

1. The name of the Company is "THE MOWLEM CONSTRUCTION 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 construct, execute, carry out, equip, improve, work, develop, administer, manage or control in any part of the world works of all kinds, which expression, in this Memorandum, includes aerodromes, railways, tramways, docks, harbours, piers, wharves, canals, reservoirs, embankments, irrigations, reclamation, improvement, sewage, drainage, sanitary, water, gas, electric light, telephonic, telegraphic and power supply works, and hotels, warehouses, markets and buildings, and all other works of whatsoever nature or kind.
 - (b) To apply for, purchase or otherwise acquire, any contracts, decrees and concessions, for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration or control of works and to undertake, execute, carry out, dispose of, or otherwise turn to account the same.
 - (c) To carry on the business of miners, metallurgists, builders and contractors, graziers, shipowners, shipbuilders, merchants, importers and exporters, and to buy, sell and deal in property of all kinds.
 - (d) To carry on the business of electrical engineers and contractors, suppliers of electricity, carriers of passengers and goods, electric manufacturers of and dealers in railway, tramway, electric, magnetic, galvanic and other apparatus, suppliers of light, heat, sound and power.

Presented by -

THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS.

DATE

COMPANIES REGISTRATION

9 FEB 1988
M OFFICE

29

JAC/Bredk/Mowl.

(e) To carry on the business of iron founders, mechanical engineers and manufacturers of agricultural implements and other machinery, tool-makers, brass-founders, metal-workers, boiler-makers, millwrights, machinists, iron and steel converters, smiths, wood-workers, painters, water-supply engineers and merchants, and to buy, sell, manufacture, repair, convert, alter, let on hire, and deal in machinery, implements, rolling stock and hardware of all kinds.

(f) To carry on any business relating to the winning and working of minerals, the production and working of metals, and the production, manufacture and preparation of any other materials which may be usefully or conveniently combined with the engineering or manufacturing business of the Company, or any contracts undertaken by the Company, and either for the purpose only of such contracts or as an independent business.

(g) To carry on the business of manufacturers of, dealers in, hirers, repairers, cleaners, storers and warehousemen of motor cars, motor cycles, cycles, bicycles and carriages, launches, boats, vans, aeroplanes, hydroplanes and other conveyances of all descriptions (all hereinafter comprised in the term "motors and other things") whether propelled or assisted by means of petrol, spirit, steam, gas, electrical, animal or other power, and of engines, chassis, bodies and other things used for, in, or in connection with motors and other things.

(h) To buy, sell, let on hire, repair, alter and deal in machinery, component parts, accessories and fittings of all kinds for motors and other things and all articles and things referred to in Clause (g) hereof, or used in, or capable of being used in connection with the manufacture, maintenance and working thereof.

(i) To carry on the business of garage keepers and suppliers of and dealers in petrol and other motive fuel.

(j) To purchase or otherwise acquire, issue, re-issue, sell, place and deal in shares, stocks, bonds, debentures, and securities of all kinds, and to give any guaranty or security for the payment of dividends or interest thereon, or otherwise in relation thereto.

(k) To purchase, take on lease, or in exchange, hire or otherwise acquire any moveable and immovable property, and any rights or privileges which the Company may think necessary or convenient for the purpose of its business, and in particular any land, buildings, easements, machinery, plant and stock-in-trade.

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

(m) 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 possessed of property suitable for the purposes of this Company.

(n) To apply for, purchase, or otherwise acquire any patents, brevets d'invention, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.

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

(p) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, 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.

(q) 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.

(r) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority, any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

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

(t) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

(u) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.

(v) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

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

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

(y) To amalgamate with any other company having objects altogether or in part similar to those of the Company.

(z) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or about the formation or promotion of the Company or the conduct of its business.

(aa) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(bb) 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.

(cc) 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.

(dd) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(ee) To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful.

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

(gg) To do all such other things as are incidental or conducive to the attainment of the above objects.

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

4. The liability of the members is limited.

5. The Share Capital of the Company is £100,000 divided into 100,000 Shares of One Pound each. The Company has power from time to time to increase or reduce its capital and to divide the shares in the original or increased capital into several classes and to attach thereto respectively any preferential or deferred, qualified or special rights, privileges or conditions.

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
--	---

JOHN WESTACOTT
1, Wells Road,
Bickley,
Kent.

One

Civil Engineer.

EDGAR PHILIP BECK
3, Montpelier Row,
Twickenham,
Middx.

One

Civil Engineering Contractor.

Dated the Twelfth day of September 1963.

Witness to the above Signatures:-

D.R. PERREY,
81, Ebury Bridge Road,
Westminster, S.W.1.

Solicitor.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

THE MOWLEM CONSTRUCTION COMPANY LIMITED

(Adopted by Special Resolution passed on the 10th day of November 1987)

PRELIMINARY

1. The regulations contained in Parts I & II of Table "A" to the First Schedule to the Companies Act, 1948, shall not apply to the Company.

INTERPRETATION

2. In these regulations:-

"The Act"	means the Companies Act 1985.
"The Seal"	means the Common Seal of the Company
"Secretary"	means any person appointed to perform the duties of the Secretary of the Company.
"The United Kingdom"	means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

PRIVATE COMPANY

3. The Company is a private company and accordingly no offer shall be made to the public (whether for cash or otherwise) of any Shares in or Debentures of the Company and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any Shares in or Debentures of the Company with a view to all or any of those Shares or Debentures being offered for sale to the public.

SHARE CAPITAL AND VARIATION OF RIGHTS

4. (A) Subject to sub-Article (B) hereof all shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with

or dispose of the same to such persons and generally on such terms and in such manner as they think fit.

(B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital at the time of adoption of these Articles; and that this authority shall expire on the fifth anniversary of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

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

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (F) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

5. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by Ordinary Resolution determine.

6. Subject to the provisions of Part V Chapter VII of the Companies Act 1985, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the Company or the Shareholder are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine.

7. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

8. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

9. Subject to the provisions of the Companies Act 1985 the Company may:-

- (A) purchase its own Shares (including any redeemable Shares);
- (B) make a payment in respect of the redemption or purchase under Sections 159 to 161 or (as the case may be) Section 102 of the Act of any of its shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares.

10. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

11. Every person whose name is entered as a member in the register of members shall be entitled without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or several certificates each for one or more of his shares upon payment of 12p. for every certificate after the first or such less sum as the Directors shall from time to time determine. Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid up thereon. Provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

12. If a share certificate be defaced, lost or destroyed, it may be renewed on payment of a fee of 12p. or such less sum and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company of investigating evidence as the Directors think fit.

LIEN

13. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any dividend or other amount payable in respect thereof.

14. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

15. To give effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

16. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

17. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

18. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.

19. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

20. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 5 per cent. per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

21. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

22. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

23. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would but for such advance, become payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) 5 per cent. per annum, as may be agreed upon between the Directors and the member paying such sum in advance.

TRANSFER OF SHARES

24. (A) Before transferring or requiring the Company to register a transfer of any shares the person, whether a member of the Company or not, proposing to transfer the same (hereinafter called "the retiring member") shall give a notice in writing (hereinafter called "the transfer notice") to the Company, that he desires to transfer the same, and the transfer notice shall constitute the Company his agent for the sale of the shares therein mentioned at the prescribed price to any member. A transfer notice once given shall not be revoked except with the consent of the Directors.

(B) If the Company within a space of two months after receiving any transfer notice shall find members (hereinafter called "the purchasers") willing to purchase the shares therein mentioned, or any of such shares, and shall give notice in writing thereof to the retiring member, he shall be bound, upon payment of the

prescribed price, to transfer the shares mentioned in the transfer notice, or those for which the Company has found purchasers, to the respective purchasers thereof.

(C) Every notice given by the Company under paragraph (B) stating that it has found a purchaser for any shares shall state the name and address of the purchaser and the number of shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the Company, not being less than seven days nor more than twenty-eight days after the date on which the prescribed price of the shares agreed to be purchased by such purchaser shall have been agreed or fixed as hereinafter provided.

(D) If in any case a retiring member, after having become bound to transfer any shares to a purchaser, shall make default in transferring the shares, the Company may authorize any Director of the Company to execute on behalf of and as attorney for the retiring member any necessary transfers and may register such transfers and may receive the purchase money, and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the shares, and shall hold the purchase money in trust for the retiring member. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and he shall not be bound to see to the application thereof, and after the name of the purchaser has been entered in the register in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person.

(E) If the Company shall not within a space of two months after receiving a transfer notice find members desiring to purchase all the shares mentioned in the transfer notice, and give notice in writing thereof to the retiring member, or if the Company shall within the space aforesaid give to the retiring member notice in writing that the Company has no prospect of finding purchasers of such shares, or any of them, the retiring member shall at any time within four months after giving the transfer notice be at liberty to transfer the shares, or those for which the Company has not found purchasers, to any person at a price not less than the prescribed price.

(F) By the expression "the prescribed price" used in this Article is meant the sum per share to be agreed between the retiring member and the Directors of the Company (by unanimous resolution) or failing such agreement to be determined and certified by the Auditors for the time being of the Company on the application of either party or of the Company, as the fair value of the shares on a purchase and sale having regard to all the circumstances such Auditors to act as experts and not as arbitrators in so determining and certifying and their decision to be final.

(G) All shares included in any transfer notice shall be offered by the Company in the first instance for sale at the prescribed price to all members (other than the member giving the transfer notice) and so that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond that number applied for by him) to their existing holdings of the shares of the Company. All such offers of shares shall state the number of the shares comprised in the transfer notice which the person to whom the offer is addressed will be entitled to purchase as of right and shall further invite such person to apply for such number of the shares not taken up by the other person to whom the offer is expressed as he may wish to acquire. All offers of shares under this paragraph shall be made by writing sent through the post in prepaid letters addressed to the members at their respective registered addresses as appearing in the register and every such offer if not accepted within twenty-eight days shall be treated as declined.

(H) The Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of shares to which clause (E) of this Article shall apply (not being fully paid-up shares) to any person and may also

decline to register any transfer of shares on which the Company has a lien.

(I) This Article shall not apply to:-

(a) a Transfer by a Member being a company (wherever incorporated) to another such company when either company is the subsidiary of the other or both companies are the subsidiaries of a third such company. For this purpose "subsidiary" shall have the same meaning as in Section 736 of the Act.

(b) a transfer of Shares by a company or corporation to any person certified by such company or corporation to be its nominee (being a Director or responsible officer thereof) or any transfer by one such nominee to any other such nominee or to such company or corporation.

(J) If all the Directors for the time being unanimously (but not otherwise) so agree they may waive compliance with the provisions of this Article in any particular case and register any transfer without such compliance but unless so waived no Member shall have any right to transfer any share until he has complied with the provisions of this Article.

25. The instrument of transfer of any shares shall be executed by or on behalf of the transferor and in the case of share which is not fully paid up by the transferee, and, the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

26. Subject to such of the restrictions of these regulations as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the Directors may approve

27. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully-paid share.

28. The Directors may also decline to recognise any instrument of transfer unless:-

(A) a fee of 12p. or such lesser sum as the Directors may from time to time require is paid to the Company in respect thereof;

(B) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and

(C) the instrument of transfer is in respect of only one class of share.

29. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

30. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year.

31. The Company shall be entitled to charge a fee not exceeding 12p. on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of dextrings, or other instrument.

TRANSMISSION OF SHARES

32. In case of the death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only person recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

33. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy as the case may be.

34. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

35. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company, or in relation to the appointment of Directors: Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

36. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

37. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

38. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

39. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

40. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture were payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.

41. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the shares in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

42. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

CONVERSION OF SHARES INTO STOCK

43. The Company may by Ordinary Resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.

44. The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable, but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

45. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares have conferred that privilege or advantage.

46. Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "Stock" and "stockholder".

ALTERATIONS OF CAPITAL

47. The Company may from time to time by Ordinary Resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

48. The Company may by Ordinary Resolution: -

(A) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(B) sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject nevertheless to the provisions of Section 121 (3) of the Act;

(C) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

49. The Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner, and with and subject to any incident authorised, and consent required, by law.

GENERAL MEETINGS

50. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

51. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

52. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

PROCEEDINGS AT GENERAL MEETINGS

53. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

54. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two members or persons personally present and holding or representing by proxy not less than two-thirds of the issued capital of the Company shall be a quorum. No business shall be transacted at any General Meeting unless the requisite quorum be present at the commencement of the Meeting.

55. Subject to the provisions of the Act, a resolution in writing which may consist of one or more documents signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings for, bear corporations,

by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

56. 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; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

57. The person to take the chair at every General Meeting shall be the Chairman of the Directors, or if there be no such Chairman, or if he be not present at or within ten minutes after the time appointed for holding such meeting or shall be unwilling to act as Chairman of the Meeting, the Members present shall choose another Director to be Chairman of the meeting, or if no Director be present or, if all the Directors present shall decline to take the chair, the Members present shall choose one of their own number to be the Chairman of the meeting.

58. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

59. 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 the declaration of the result of the show of hands) demanded :

- (A) By the Chairman; or
- (B) By at least three members present in person or by proxy; or
- (C) By any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (D) By a member or members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll be 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 and an entry to that effect in the book containing the minutes 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.

The demand for a poll may be withdrawn.

60. Except as provided in Regulation 62, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

61. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which a poll is demanded, shall not be entitled to a second or casting vote.

62. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTES OF MEMBERS

63. 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.

64. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

65. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction, may vote, whether on a show of hands or on a poll, by his committee, receiver, or other person in the nature of a committee, or receiver appointed by that court, and any such committee, receiver, curator bonis, or other person may, on a poll, vote by proxy.

66. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

67. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

68. On a poll votes may be given either personally or by proxy.

69. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

70. The instrument appointing a proxy and the power of attorney or other authority if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

71. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"THE MOWLEM CONSTRUCTION COMPANY LIMITED".

"I/We

"of

"in the County of , being a member/members of the above-named

"Company, hereby appoint

"of

"or failing him

"of

"as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary,

"as the case may be) General Meeting of the Company, to be held on the day of

" 19 , and at any adjournment thereof.

Signed this day of , 19 ."

72. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

"THE MOWLEM CONSTRUCTION COMPANY LIMITED".

"I/We

"of

"in the County of , being a member/members of the above-named

"Company, hereby appoint

"of

"or failing him

"of

"as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary,

"as the case may be) General Meeting of the Company, to be held on the day of

" 19 , and at any adjournment thereof.

Signed this day of , 19 ."

This form is to be used * in favour of
----- the
against

Resolution.

"Unless otherwise instructed, the proxy will vote as he thinks fit.

* "Strike out whichever is not desired."

73. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

74. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

75. Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, 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 member of the Company.

DIRECTORS

76. (A) Unless otherwise determined by a General Meeting, the number of the Directors shall be not less than two and not more than ten.

(B) So long as John Howlem & Co. Plc or any associated company of John Howlem & Co. Plc holds directly or indirectly not less than 49% of the ordinary shares of the Company issued from time to time, John Howlem & Co. Plc shall be entitled to appoint the directors of the company and to remove any director so appointed. For the purposes of this Article a company is an associated company of John Howlem & Co. Plc if it is either a subsidiary of John Howlem & Co. Plc or is a subsidiary of a subsidiary of John Howlem & Co. Plc "Subsidiary" as for the purpose of this Article is the same meaning as in Section 736 of the Act.

77. The remuneration of the Directors 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 may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

78. Any Shareholder or Shareholders entitled or together entitled beneficially to more than 95% of the issued share capital of the Company entitling the holders thereof to attend and vote at a General Meeting of the Company whether directly or indirectly may at any time by notice in writing to the Company with immediate effect:-

(1) Appoint any person to be a Director or the Alternate Director of a Director or an Associate Director of the Company

and

(2) Discharge and remove any Director or Alternate Director or Associate Director of the Company from that office and from the Board of the Company.

79. The shareholding qualification for Directors may be fixed by the Company in General Meeting, and unless and until so fixed no qualification shall be required.

80. A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any Company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company by Ordinary Resolution otherwise direct.

BORROWING POWERS

81. 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 subject to Section 89 of the Act, 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.

POWERS AND DUTIES OF DIRECTORS

82. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these regulations, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these regulations, to the provisions of the Act and to such regulations, being not 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 that regulation had not been made.

83. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

84. The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

85. The Company may exercise the powers conferred upon the Company by Section 362 and Schedule 14 of the Act with regard to the keeping of a dominion register, and the Directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit respecting the keeping of any such register.

86. (1) 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 at a meeting of the Directors in accordance with Section 312 of the Act.

(2) A Director shall not vote in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be in the quorum present at the meeting, but neither of these prohibitions shall apply to:-

(A) any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or

(B) any arrangement for the giving by the Company of security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or

(C) any contract by a Director to subscribe for or underwrite shares or debentures of the Company; or

(D) any contract or arrangement with any other company in which he is interested only as an officer of that company or as holder of shares or other securities.

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.

(E) 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 and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to 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.

(F) A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.

(G) 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 as if he were not a Director: Provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

87. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, in the case may be, in such manner as the Directors shall from time to time by resolution determine.

88. The Directors shall cause minutes to be made in books provided for the purpose:

(A) of all appointments of officers made by the Directors;

(B) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

(C) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors;

and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose.

89. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or

place of profit with the Company or to his widow or dependents, and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

DISQUALIFICATION OF DIRECTORS

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

- (A) ceases to be a Director by virtue of Section 291 or 293 of the Act; or
- (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 the Act; or
- (D) becomes of unsound mind; or
- (E) resigns his office by notice in writing to the Company; or
- (F) shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period.

RETIRING DIRECTORS

91. A retiring Director shall be eligible for re-election.

ALTERNATE DIRECTORS

92. Each Director shall have the power to nominate any person approved for that purpose by the whole of the other Directors to act as deputy Director in his place during his absence or inability to act as a Director and at his discretion to remove such Deputy Director, and on such appointment being made the Deputy Director shall, while acting in the place of the Director he represents, exercise and discharge all the powers and duties of that Director and be subject in all respects to the same terms and conditions as that Director excepting as regards qualification and remuneration.

PROCEEDINGS OF DIRECTORS

93. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they may think fit. Questions arising at any meeting shall be decided by the majority of votes. A Director may, and the Secretary, on the requisition of a Director shall, at any time, summon a meeting of the Directors.

94. The Directors may determine the quorum necessary for the transaction of business, but until otherwise determined two Directors shall be a quorum.

95. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of summoning a General Meeting of the Company but for no other purpose.

96. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting, but no Chairman so elected shall have a second or casting vote.

97. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Director .

98. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.

99. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote if in the appointment of the committee the Directors have so decided.

100. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid - 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.

101. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

MANAGING DIRECTOR

102. The Directors may from time to time appoint one or more of their body to the office of Managing Director 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. The appointment of a Director so appointed shall be automatically determined if he ceases from any cause to be a Director.

103. A Managing Director 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.

104. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

SECRETARY

105. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

106. No person shall be appointed or hold office as Secretary who is :-

- (A) the sole Director of the Company; or
- (B) a corporation, the sole Director of which is the sole Director of the Company; or
- (C) the sole Director of a corporation which is the sole Director of the Company.

107. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done

by or to the same person acting both as Director and, as, or in place of, the Secretary.

THE SEAL

108. 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 and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

DIVIDENDS AND RESERVE

109. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

110. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.

111. No dividend shall be paid otherwise than out of profits.

112. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

113. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

114. The Directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

115. Any General Meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

116. Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that

one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one, two or more joint holders may give effectual receipts for any dividends, bonuses or other moneys payable in respect of the shares held by them as joint holders.

117. No dividend shall bear interest against the Company.

ACCOUNTS

118. The Directors shall cause accounting records to be kept in accordance with the Act

119. The accounting records shall be kept at the Registered Office of the Company or, subject to Section 222 of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.

120. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

121. The Directors shall from time to time, in accordance with the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

122. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report and the Directors report shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every person registered under regulation 35. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

CAPITALISATION OF PROFITS

123. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution: Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be allotted to members of the Company as fully paid bonus shares.

124. The Company in General Meeting may on the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being

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standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in paying up in full unissued shares to be allotted as fully paid bonus shares to those Members of the Company who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions), and the Directors shall give effect to such resolution.

125. Whenever such a resolution is passed in pursuance to Articles 123 or 124 hereof, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

AUDIT

126. Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

127. A notice may be given by the Company to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

128. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register of members in respect of the share.

129. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

130. Notice of every General Meeting shall be given in any manner hereinbefore authorized to:-

(A) every member;

(B) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member

where the member but for his death or bankruptcy would be entitled to receive notice of the meeting;
and

(C) the Auditor for the time being of the Company.

No other person shall be entitled to receive notice of General Meetings.

WINDING UP

131. If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Act, divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like sanction, vest the whole or any part of such assets in trustees, upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities whereupon there is any liability.

INDEMNITY

132. Every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court.

CHANGE OF NAME

133. If at any time John Mowlem & Company Plc ceases to be a member of the Company, either by itself or through any Associated or subsidiary company or any nominee, then the name, style or title of the Company shall forthwith be altered to exclude therefrom any reference to the name of Mowlem therein.

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COMPANIES FORM No. 242

242

Notice of claim to extension of
period allowed for laying and
delivering accounts — oversea
business or interests

Pursuant to section 242 of the Companies Act 1965

Please do not
write in this
margin

To the Registrar of Companies

For official use

Company number

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

775010

Name of company

THE MORLEN CONSTRUCTION COMPANY LIMITED

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

* insert full name
of company

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company (ending) which ended on*

* dates as
appropriate

Day Month Year

3 1 1 2 1 0 6 7

Signed *John L. L. L.*

[Director] [Secretary] Date 12/1/66

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(2) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The figs. in the box on the form should be completed in the manner illustrated below

0 5 0 4 1 9 8 5

Presenter's name address and
reference (if any):
P. A. J. TARBANT,
MORLEN INTERNATIONAL LTD.,
FOUNDATION HOUSE,
EASTERN ROAD, BRACKFELL,
BIRKS., RG12 2UZ.

For official Use
General Section

Page 1/1

COMPANY REGISTRATION
1966
72

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COMPANIES FORM No. 242

242

Notice of claim to extension of period allowed for laying and delivering accounts — overseas business or interests

Pursuant to section 242 of the Companies Act 1985

Please do not write in this margin

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

* insert full name of company

† delete as appropriate

To the Registrar of Companies

For official use

Company number

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775010

Name of company

THE HOWLEM CONSTRUCTION COMPANY LIMITED

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company (ending (which ended on)†

Day Month Year

3 1 1 2 1 9 8 7

Signed

[Signature]

(Director) (Secretary)† Date

[Date]

Notes

- 1 A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2)
- 2 Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2)
- 3 A separate notice will be required for each period for which the claim is made
- 4 The date in the box on the form should be completed in the manner illustrated below

0 5 0 4 1 9 8 7

Presenter's name address and reference, if any

EL A. TARRAY
HOWLEM INTERNATIONAL
FOUNDATION HOUSE
EASTERN ROAD, BRAY
DUBLIN 15, IRELAND

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and only

File name

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Companies G242

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 1
 COMPANIES HOUSE

OF

Passed this 26th day of April, 1989

That with the consent of the Registrar of Companies the name of the Company be, and is hereby changed to The Howlem Construction Company (East Africa) Limited.

Harry L. Lauer

COMPANY SECRETARY



080300010000

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 775010

I hereby certify that

THE MOWLEM CONSTRUCTION COMPANY LIMITED

having by special resolution changed its name,

is now incorporated under the name of

THE MOWLEM CONSTRUCTION COMPANY (EAST
AFRICA) LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 17 MAY 1989


J.D.M. STEPHENS

an authorised officer

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COMPANIES FORM No 242

Notice of claim to extension of period allowed for laying and delivering accounts—overseas business or interests

242

Pursuant to section 242 of the Companies Act 1985

Please insert
written in
this margin

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

Insert full name
of company

Date in
appropriate

To the Registrar of Companies

For official use

Company number

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

775010

Name of company

THE NOWLEM CONSTRUCTION COMPANY (EAST AFRICA) LIMITED

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending/which ended on]

Day Month Year

1 1 1985

Signed

F. A. J. Tarrant

Director or Secretary Date 12/9/87

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below

0 5 0 . 1 9 8 5

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

F. A. J. TARRANT,
NOWLEM INTERNATIONAL LTD.,
FOUNDATION HOUSE,
EASTERN ROAD,
BRACKNELL,
BERKS., RG12 2UZ.

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General Section

Post room

13 SEP 87



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COMPANIES FORM No. 242

242

Notice of claim to extension of period allowed for laying and delivering accounts—oversea business or interests

Pursuant to section 242 of the Companies Act 1985

Please do not write in this margin

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

To the Registrar of Companies

For official use

Company number

775010

Name of company

*Insert full name of company

* THE MOWLEM CONSTRUCTION COMPANY (EAST AFRICA) LIMITED

†Delete as appropriate

The directors of this company give notice that the company is carrying on business, or has interests, outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending][which ended on]†

Day Month Year

3 1 1 2 1 9 8 9

Signed

~~Director~~ [Secretary]†Date 28.9.90

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

0 5 0 4 1 9 8 5

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

D. J. BOOTH,
MOWLEM INTERNATIONAL LTD.,
FOUNDATION HOUSE,
EASTERN ROAD,
BRACKNELL, BERKS., RG12 2UZ

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General Section

Post room

10 OCT 1990



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COMPANIES FORM No. 242

242

Notice of claim to extension of period allowed for laying and delivering accounts—overseas business or interests

Pursuant to section 242 of the Companies Act 1985

Please do not write in this margin

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

*Insert full name of company

†Delete as appropriate

To the Registrar of Companies

For official use

Company number

775010

Name of company

* THE MCWLEM CONSTRUCTION COMPANY (EAST AFRICA) LIMITED

The directors of this company give notice that the company is carrying on business, or has interests outside the United Kingdom, the Channel Islands and the Isle of Man and claim an extension of three months to the period allowed under this section for laying and delivering accounts in relation to the financial year of the company [ending][which ended on]†

Day Month Year

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Signed



[Director][Secretary]† Date 2.10.91

Notes

1. A company which carries on business or has interests outside the United Kingdom, the Channel Islands and the Isle of Man may, by giving notice in the prescribed form to the Registrar of Companies under section 242(3) of the Act, claim an extension of three months to the period which otherwise would be allowed for the laying and delivery of accounts under section 242(2).
2. Notice must be given before the expiry of the period which would otherwise be allowed under section 242(2).
3. A separate notice will be required for each period for which the claim is made.
4. The date in the box on the form should be completed in the manner illustrated below.

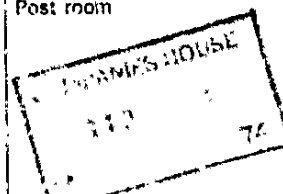
0	5	0	4	1	9	8	5
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Presenter's name address and reference (if any):

D. J. BOOTH,
MCWLEM INTERNATIONAL,
FOUNDATION HOUSE,
EASTERN ROAD, BRACKNELL,
BERKS., RG12 2UZ.

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