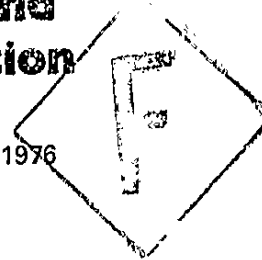


**Statement of first directors and
secretary and intended situation
of registered office**

Pursuant to sections 21 and 23(2) of the Companies Act 1976

**1**Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering*delete if
inappropriate

Company number

15649681

Name of Company

CHARLESTON QUALITY JOINERY

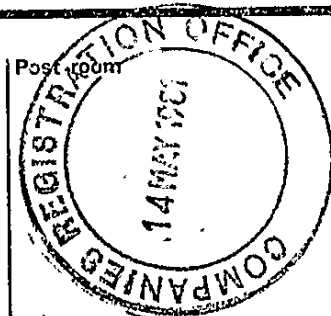
Limited*

The intended situation of the registered office of the company
on incorporation is as stated below84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HPIf the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below

X

The London Law Agency Limited
84 Temple Chambers, Temple Avenue, London, EC4Y 0HPIf the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statementPresenter's
reference (if any)The London Law Agency Limited
84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP
Telephone: 01-353 9471
Telex: 23553for official use
General section

Post room

**The London Law Agency Limited**

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP

Company Registration Agents, Printers and Publishers

Tel: 01-353 9471 (10 lines)

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin

Name (note 2)	Roy Charles Keen	Business occupation	Company Director
Former name(s) (note 3)		Nationality	English
Address (note 4)	84 Temple Chambers, Temple Avenue, London, EC4Y 0HP	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
The London Law Agency Limited West's Printing Works Limited LLA Financial Services Limited			
I hereby consent to act as director of the company named on page 1			
Signature		Date 1/5/81	

Important

The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948.

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	Nigel Leonard Blood
Former name(s) (note 3)	
Address (notes 4 & 7)	84 Temple Chambers, Temple Avenue, London, EC4Y 0HP
I hereby consent to act as secretary of the company named on page 1	
Signature	Date 1/5/81

Important

The particulars to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948.

Signed by or on behalf of the subscribers of the memorandum*

*as required by section 21(3) of the Companies Act 1976

Signature	[Subscriber]	Date	1/5/81
Signature	[Subscriber]	Date	1/5/81

N/C 083266/1

THE COMPANIES ACTS 1948 TO 1980

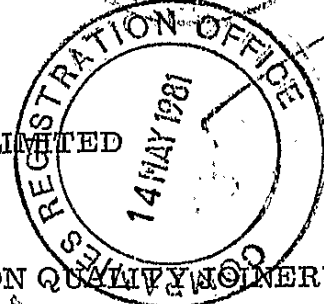
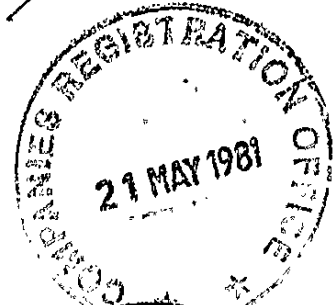
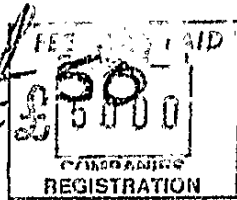
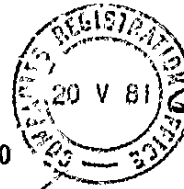
COMPANY LIMITED BY SHARES

1564968/3

MEMORANDUM OF ASSOCIATION

OF

CHARLESTON QUALITY JOINERY LIMITED



1. The Name of the Company is "CHARLESTON QUALITY JOINERY LIMITED".

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

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

(A) To carry on all or any of the businesses of manufacturers and distributors of and dealers in joinery and carpentry of every description and building household domestic and agricultural woodware of all kinds and of and in portable buildings fences gates doors and rustic and horticultural woodwork of every description joiners carpenters cabinet makers general woodworkers turners coopers packing case makers timber merchants undertakers complete house furnishers shop and office fitters french polishers painters enamellers stainers decorators upholsterers general warehousemen depository owners furniture storers and removers haulage and general contractors builders' merchants general metal foundries manufacturers and merchants of and dealers in patterns moulds models forgings stampings and ferrous and non-ferrous castings of every description waste and scrap dealers makers of and dealers in machinery plant tools implements accessories and engineering supplies and requisites fitters machinists platers annealers vulcanisers polishers finishers foundry mechanical motor electrical aeronautical model and general engineers contractors for the erection and repair of houses dwellings and buildings of all kinds coach and body builders and repairers wheelwrights smiths manufacturers proprietors hirers and letters on hire of and dealers in motor and other vehicles of every description garage proprietors electricians plumbers glaziers masons quarriers merchants of and dealers in general building materials and requisites earthenware hardware and ironmongery and general merchants and traders.

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

Hoare
521885/P

(B) 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-Clause (A) hereof.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

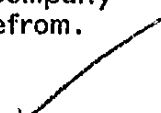
(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or 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.

(G) 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 contracts 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.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person.

(I) 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, 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 as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.



(J) 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 as defined by Section 154 of the Companies Act, 1948, 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 dependents 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 do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To subscribe or guarantee money for or organise or assist any national, local, charitable, benevolent, public, general or useful object or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.

(U) 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.

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

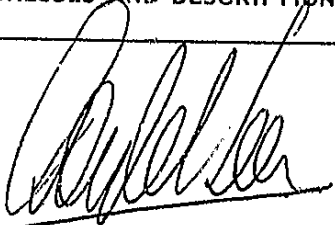

(W) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraphs) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the name of the Company.

4. The liability of the Members is limited.

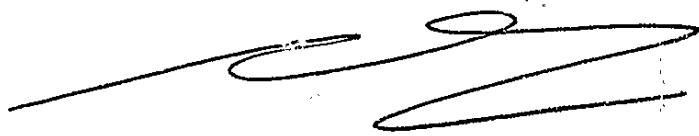
5. The share capital of the Company is £50,000 divided into 50,000 shares of £1 each.

WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
 ROY C. KEEN, Temple Chambers, Temple Avenue, London EC4Y OHP. Company Director.	One
 NIGEL L. BLOOD, Temple Chambers, Temple Avenue, London EC4Y OHP. Company Director.	One

Dated the 1st day of May, 1981.

Witness to the above Signatures:-


J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Company Director.

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

1564968/4

ARTICLES OF ASSOCIATION
OF
CHARLESTON QUALITY JOINERY LIMITED

PRELIMINARY

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1948 (such Table being hereinafter referred to as "Table A") as modified by the Companies Acts 1948 to 1980 (as defined by Section 90 (2) of the Companies Act 1980) shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 11, 24, 75, 77 and 79 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied hereby, the following shall be the Regulations of the Company.

2. 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.

SHARES

3. The Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 14 (10) of the Companies Act 1980) of the Company to such persons and generally on such terms and in such manner as they think fit.

4. The general authority conferred by Article 3 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

5. The Directors shall be entitled under the general authority conferred by Article 3 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

6. Section 17 (1) of the Companies Act 1980 shall not apply to any allotment of shares in the Company.

7. 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 member whether solely or 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 all dividends payable thereon.

GENERAL MEETINGS

8. Clause 54 in Part I of Table A shall be read and construed as if the last sentence ended with the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

DIRECTORS

9. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be more than seven but need not exceed one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A.

10. The first Director or Directors of the Company shall be the person or persons named in the Statement delivered under Section 21 of the Companies Act 1976.

11. A Director shall not be required to hold any Share qualification but he shall be entitled to receive notice of and to attend and speak at any General Meeting of the Company; and Clause 134 in Part I of Table A shall be modified accordingly.

12. 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.

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

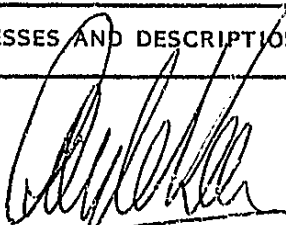
ALTERNATE DIRECTORS

14. Any Director may appoint any person approved by the Board to be an Alternate Director and may at any time revoke any such appointment. An Alternate Director shall be entitled to receive notice of and to attend and vote at Meetings of Directors, but shall not be entitled to any remuneration from the Company. Any appointment or revocation made under this Article shall be in writing under the hand of the Director making the same.

TRANSFER OF SHARES

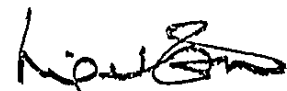
15. The Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any Share whether or not it is a fully paid Share.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS



ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Company Director.

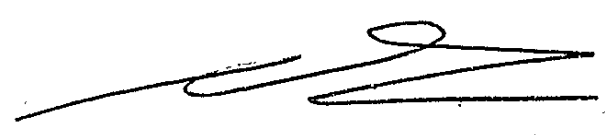


NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Company Director.

Dated the 1st day of May, 1981.

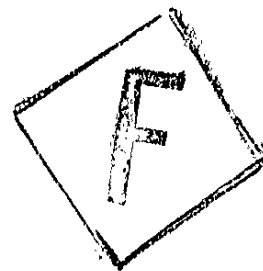
Witness to the above Signatures:-



J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y OHP.

Company Director.

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1564968

I hereby certify that

CHARLESTON QUALITY JOINERY LIMITED

is this day incorporated under the Companies Acts 1948 to 1980 as
a private company and that the Company is limited.

Given under my hand at Cardiff the 29TH MAY 1981

A handwritten signature in cursive script, appearing to read 'E. A. Wilson'.

E. A. WILSON

Assistant Registrar of Companies

Notice of new accounting reference date given during the course of an accounting reference period

225(1)

Please do not
write in this
margin

Pursuant to section 225(1) of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989

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

**1. To the Registrar of Companies
(Address overleaf - Note 6)**

Company number

1564968

* insert full name
of company

Name of company

* CHARLESTON QUALITY JOINERY LIMITED

Note

Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form.

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

$$\begin{array}{cccc} 3 & 1 & 1 & 2 \end{array}$$

3. The current accounting reference period of the company is to be treated as ~~(shortened)~~extended and ~~is to be treated as having come to an end~~will come to an end on

Day Month Year

3 1 1 2 1 9 9 2

† delete as appropriate

~~4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:~~

The company is a [subsidiary][parent]† undertaking of

, company number

the accounting reference date of which is

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on

~~and it is still in force.~~

6. Signed

Designation: SECRETARY Date 30/7/77

‡ Insert
Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Presentor's name address
telephone number and reference (if any):

Booth & Co,
Sovereign House
South Parade
Leeds LS1 1HQ
Ref: (JDFS)

For official use
D.E.B.

Postroom

COMPANIES HOUSE

05 JUL 1952

A.

4

1564968

Company No. 1538661

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

CHARLESTON QUALITY JOINERY LIMITED

We, the undersigned, being all the shareholders for the time being of Charleston Quality Joinery Limited ("the Company") entitled to attend and vote at general meetings of the Company hereby pass the following resolutions and agree for all purposes that the said resolutions shall be as valid and effective as if passed at a general meeting of the Company duly convened and held -

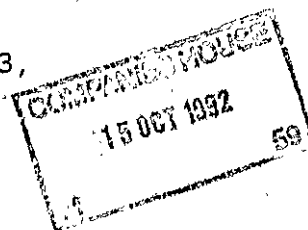
ELECTIVE RESOLUTIONS

1. THAT pursuant to section 366A of the Companies Act 1985 ("the Act") the Company hereby elects to dispense with the holding of annual general meetings in 1992 and all subsequent years until this election is revoked.
2. THAT pursuant to section 252 of the Act the Company hereby elects to dispense with the laying of accounts and reports before the Company in general meeting for the current financial year and all subsequent financial years.
3. THAT pursuant to section 386 of the Act the Company hereby elects to dispense with the obligation to appoint auditors annually.
4. THAT pursuant to section 80A(1) of the Act the Company elects that the provisions of section 80A of the Act shall apply to the Company instead of the provisions of sections 80(4) and 80(5) of the Act in relation to the giving after the said election of authority to allot shares.
5. THAT pursuant to sections 369(4) and 378(3) of the Act the Company hereby elects that the provisions of the said sections shall have effect in relation to the Company as if for the references to 95 per cent. therein there were substituted references to 90 per cent.

SPECIAL RESOLUTIONS

6. THAT the memorandum of association of the Company be amended as follows -

(A) by the deletion of clause 3,



(B) by the insertion of a new clause 3 as set out in the document marked "A" attached to these resolutions, such clause being adopted as the new object of the Company,

(C) by the insertion after clause 3 of a new clause 4 as set out in the document marked "A" attached to these resolutions, and

(D) by renumbering the existing clauses 4 and 5 as clauses 5 and 6 respectively.

7. THAT the regulations contained in the document marked "B" attached to these resolutions be and are hereby adopted as the articles of association of the Company to the exclusion of the previous or existing articles of association of the Company.

Dated 8th October, 1992

G.K. Lawson
.....
G.K. Lawson
For and on behalf of
Charleston Construction Limited

G.R.C. Scott
.....
G.R.C. Scott

Draft 1/JDFS/DTR/21.9.92
File Number 00000.801748dD

Cur
Ab

"A"

3. The object of the Company is to carry on business as a general commercial company.

4. Without prejudice to the provisions of section 3A Companies Act 1985 the Company shall have the following powers -

(A) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, copyrights, design rights, designs, trade marks, inventions, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's object.

(B) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, houses, flats, shops, stores, factories, offices, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(C) To borrow or raise money with or without security in such manner as the Company shall think fit and in particular by the issue of debenture or debenture stock charged upon all or any of the Company's property, both present and future including all its uncalled capital for the time being, and to re-issue any debentures at any time paid off, 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.

(D) For the purposes of or in connection with the business of the Company and in particular for the purpose of securing the payment of any monies borrowed or the performance of any obligation or liability undertaken or binding on 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.

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

(F) To lend and advance money or give credit to any Company, firm or person with or without security and on such terms as the Company may approve and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by way of indemnity 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 all three such methods, the performance of the contracts or 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.

(G) 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 any of its predecessors in business 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 or business 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 or business 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.

(H) To draw, make, accept, endorse, negotiate, discount and execute cheques, promissory notes, bills of exchange, debentures and other negotiable or transferable instruments.

(I) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(J) To pay for any property or rights acquired by the Company, or for any services rendered to the Company or for any obligation or liability undertaken or agreed to be undertaken by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(K) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or

special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(L) To enter into any partnership, syndicate, joint-venture or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any lawful business and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee with or without security the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(M) To carry on the business of a holding company in all its branches and to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the object or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee with or without security the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(N) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly benefit the Company and to pay cash or to issue any shares, stocks, debentures or debenture stock in the Company in consideration for such purchase or acquisition.

(O) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, options, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(P) To insure against fire or other risks any of the Company's property, to join mutual insurance, indemnity or protection associations, and to insure against claims for compensation to servants, workmen or other persons, by mutual insurance or otherwise, and to pay the premiums on all such insurances.

(Q) To amalgamate with any other company whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or

purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(R) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures, units or other securities of any other company.

(S) To distribute among the members in specie by dividend or bonus or by way of reduction of capital 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.

(T) 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.

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

(V) To do all such things as are incidental or conducive to the exercise of the above powers or any of them.

AND IT IS HEREBY DECLARED that in this clause -

(i) unless the context otherwise requires, words in the singular include the plural and vice versa,

(ii) unless the context otherwise requires, a reference to a person includes a reference to a company, and a reference to a person or company includes a reference to a firm, partnership, corporation, government or other authority (municipal, local or otherwise), undertaking, organisation, association, statutory, public or other body and any other legal entity, whether resident, domiciled or situated (in any such case) in the United Kingdom or elsewhere,

(iii) references to "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible,

(iv) the words "subsidiary" (except in paragraph (v) below) "subsidiary undertaking" and "holding company" have the same meaning as in section 736 of the Companies Act 1985 or any statutory modification or re-enactment of it,

(v) the powers specified in each of the foregoing paragraphs of this clause shall be separate and distinct powers of the Company and accordingly shall not be in any way limited or restricted

(except so far as otherwise expressly stated in any paragraph) by reference to or inference from the terms of any other paragraph or the order in which the paragraphs occur or the name of the company, and none of the paragraphs shall be deemed merely subsidiary or incidental to any other paragraph.

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File Number 00000.531299dD

Company No. 1564968

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THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

OF

CHARLESTON QUALITY JOINERY LIMITED

(Adopted on

1992)

Booth & Co.
Sovereign House
South Parade
Leeds LS1 1HQ

Draft 2/JDFS/JF/2.9.92
File No. 00000.531333dd

Company No. 1564968

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

CHARLESTON QUALITY JOINERY LIMITED

(Adopted on 1992)

PRELIMINARY AND INTERPRETATION

1. In these articles-

1.1 the "Act" means the Companies Act 1985,

1.2 the "Statutes" means the Act, the Companies Act 1989 and every other legislation for the time being in force concerning companies and affecting the company,

1.3 "Table A" means Table A of The Companies (Tables A to F) Regulations 1985, as amended by The Companies (Tables A to F) (Amendment) Regulations 1985,

1.4 references to a "regulation" are to a regulation in Table A,

1.5 references to an "article" are to a provision of these articles, and

1.6 words and phrases used in these articles shall have the meanings ascribed to them in or by virtue of Table A unless the context otherwise requires.

2. The regulations in Table A shall apply to the company, except where they are excluded or modified by these articles and, together with these articles, they shall constitute the articles of the company.

SHARE CAPITAL

3. Subject to the Statutes, unissued shares in the company shall be under the control of the directors and the directors may offer, allot, grant options over, or otherwise deal with or dispose of

unissued shares in the company to such persons and generally on such terms, in such manner and at such times as they may determine.

4. Section 89(1) of the Act shall not apply to the company.

SHARE CERTIFICATES

5. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon and may be sealed with the seal, but the directors may resolve, either pursuant to article 21 or otherwise, to dispense with the sealing of share certificates. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. Regulation 6 shall not apply to the company.

LIEN

6. The lien conferred by regulation 8 shall attach also to fully paid shares, 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 member, whether he shall be their sole registered holder or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the company. Regulation 8 shall be modified accordingly.

TRANSFER OF SHARES

7. The directors may in their absolute discretion, and without giving any reason for so doing, refuse to register any transfer of a share, whether it is fully paid or not. Regulation 24 shall be modified accordingly.

NOTICE OF GENERAL MEETINGS

8. Notice of any general meeting need not be given to the directors or the auditors in those respective capacities. Regulation 38 shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

9. A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote at the meeting. Regulation 46 shall be modified accordingly.

VOTES OF MEMBERS

10. A proxy shall be entitled to vote on a show of hands and regulation 54 shall be modified accordingly.

DELEGATION OF DIRECTORS POWERS

11. The directors may delegate any of their powers to committees consisting of such persons, whether directors or not, as they think fit. Regulation 72 shall be modified accordingly.

APPOINTMENT AND RETIREMENT OF DIRECTORS

12. Those members holding more than half by nominal value of those issued shares which carry the right to attend and vote at general meetings of the company may from time to time and at any time appoint any person to be a director, either as an additional director or to fill any vacancy and to remove from office any director, however appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the relevant members (or in the case of a member which is a company, signed on its behalf by one of its directors or any other duly authorised officer) and shall take effect upon its being produced to a meeting of the directors or served on the company at the office.

13. The directors shall not be required to retire by rotation. Regulations 67 and 78 shall be modified accordingly. Regulation 73 to 77, the second and third sentences of regulation 79 and the last sentence of regulation 84 shall not apply to the company.

LOCAL MANAGEMENT

14. The directors may establish any local or divisional boards or agencies for managing any of the affairs of the company in any specified locality, either in the United Kingdom or elsewhere, and may appoint any person to be a member of such local or divisional board, or any managers or agents, and may fix their remuneration. The directors may delegate to any local or divisional board, manager or agent so appointed any of their powers, authorities and directions (with power to sub-delegate) and may authorise the members for the time being of any such local or divisional board, or any of them, to fill any vacancies and to act not with standing vacancies; and any such appointment or delegation may be made for such time, on such terms and subject to such conditions as the board may think fit. The directors may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any other powers of the board in that respect and they may from time to time revoke, withdraw, alter or vary all or any such powers. Subject to any terms and conditions expressly imposed by the board, the proceedings of any local or divisional board or agency with 2 or more members shall be governed by such of these articles as regulates the proceedings of the directors, so far as they are capable of applying.

15. The directors may appoint any person (not being a director) to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the company such designation or title and may terminate any such appointment or the use of such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that such a person is, or is

deemed to be, or is empowered in any respect to act as, a director for any other purposes of the Act or these articles.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

16. Regulation 81 (c) shall be amended to read as follows -

"He is, or may be, suffering from mental disorder as defined by section 1(2) Mental Health Act 1983 or, in Scotland, an application for his admission to hospital is made under the Mental Health (Scotland) Act 1984, or he is, or may be, suffering from any other illness or injury and in any such case the directors resolve that he is incapable of properly exercising his functions as a director by reason of that fact."

17. A director may be removed from office by service on him of a notice in writing to that effect, signed by or on behalf of all the other directors.

BORROWING POWERS

18. The directors may exercise all the powers of the company to borrow money upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over 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.

GRATUITIES AND PENSIONS

19. The directors may, on behalf of the company, exercise all the powers of the company to provide benefits, whether by the payment of gratuities or pensions or by insurance or in any other manner (whether similar to the foregoing or not), for any director or former director or any relation, connection or dependant of any director or former director who holds or has held any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or with a predecessor in business of the company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the company or the members for any benefit permitted by this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company. Regulation 87 shall not apply.

PROCEEDINGS OF DIRECTORS

20. A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the company shall declare the nature of his interest at a meeting of the directors or of any committee of the directors in accordance with that section. Subject where applicable to such disclosure a director may vote at a meeting of directors or of a committee of directors on any

resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company and regulation 94 shall not apply to the company.

21. If one or more directors are communicating with one or more directors by telephone, television or a similar audio visual communications system, and each such director so agrees, then, subject to the Statutes and the other provisions of these articles, those communications may be treated as a valid meeting of directors at which each such director is present.

THE SEAL

22.1 The seal shall be used only by the authority of a resolution of the directors or of a committee of the directors. The directors may determine whether any instrument to which the seal is affixed shall be signed and, if it is to be signed, who shall sign it. Unless otherwise so determined -

22.1.1 share certificates and, subject to the provisions of any instrument constituting the same, certificates issued under the seal in respect of any debentures or other securities need not be signed and any signature may be affixed to or printed on any such certificate by any means approved by the directors, and

22.1.2 every other instrument to which the seal is affixed shall be signed by a director and by the secretary or by 2 directors.

22.2 A document signed by a director and by the secretary or by 2 directors and expressed (in whatever form of words) to be executed by the company shall have the same effect as if it were executed under the seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of a resolution of the directors or of a committee of the directors authorised in that behalf.

22.3 Regulation 101 shall not apply to the company.

NOTICES

23. Any notices to be given pursuant to these articles may be given by telex or facsimile transmission to the telex or facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the answerback or transmission report received by the sender.

24. Any notice or other document delivered to or left at a registered address otherwise than by post shall be deemed to have been given at the time it was so delivered or left.

INDEMNITY

25. Subject to the provisions of the Statutes, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, auditor, secretary or other officer of the company shall be indemnified out of the assets of the company against all costs, charges, losses, expenses and liabilities incurred by him in relation to the execution and discharge of the duties of such office. Regulation 118 shall be extended accordingly.

Company No. 1564968

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THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

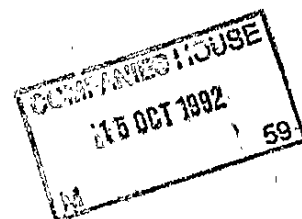
OF

CHARLESTON QUALITY JOINERY LIMITED

(Adopted on 8 October 1992)

Booth & Co.
Sovereign House
South Parade
Leeds LS1 1HQ

Copy/
File No. 00000.531333dD



Company No. 1564968

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

CHARLESTON QUALITY JOINERY LIMITED

(Adopted on 8 October 1992)

PRELIMINARY AND INTERPRETATION

1. In these articles-

1.1 the "Act" means the Companies Act 1985,

1.2 the "Statutes" means the Act, the Companies Act 1989 and every other legislation for the time being in force concerning companies and affecting the company,

1.3 "Table A" means Table A of The Companies (Tables A to F) Regulations 1985, as amended by The Companies (Tables A to F) (Amendment) Regulations 1985,

1.4 references to a "regulation" are to a regulation in Table A,

1.5 references to an "article" are to a provision of these articles, and

1.6 words and phrases used in these articles shall have the meanings ascribed to them in or by virtue of Table A unless the context otherwise requires.

2. The regulations in Table A shall apply to the company, except where they are excluded or modified by these articles and, together with these articles, they shall constitute the articles of the company.

SHARE CAPITAL

3. Subject to the Statutes, unissued shares in the company shall be under the control of the directors and the directors may offer, allot, grant options over, or otherwise deal with or dispose of

unissued shares in the company to such persons and generally on such terms, in such manner and at such times as they may determine.

4. Section 89(1) of the Act shall not apply to the company.

SHARE CERTIFICATES

5. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon and may be sealed with the seal, but the directors may resolve, either pursuant to article 21 or otherwise, to dispense with the sealing of share certificates. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them. Regulation 6 shall not apply to the company.

LIEN

6. The lien conferred by regulation 8 shall attach also to fully paid shares, 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 member, whether he shall be their sole registered holder or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the company. Regulation 8 shall be modified accordingly.

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7. The directors may in their absolute discretion, and without giving any reason for so doing, refuse to register any transfer of a share, whether it is fully paid or not. Regulation 24 shall be modified accordingly.

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8. Notice of any general meeting need not be given to the directors or the auditors in those respective capacities. Regulation 38 shall be modified accordingly.

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15. The directors may appoint any person (not being a director) to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the company such designation or title and may terminate any such appointment or the use of such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that such a person is, or is

deemed to be, or is empowered in any respect to act as, a director for any other purposes of the Act or these articles.

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16. Regulation 81 (c) shall be amended to read as follows -

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17. A director may be removed from office by service on him of a notice in writing to that effect, signed by or on behalf of all the other directors.

BORROWING POWERS

18. The directors may exercise all the powers of the company to borrow money upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over 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.

GRATUITIES AND PENSIONS

19. The directors may, on behalf of the company, exercise all the powers of the company to provide benefits, whether by the payment of gratuities or pensions or by insurance or in any other manner (whether similar to the foregoing or not), for any director or former director or any relation, connection or dependant of any director or former director who holds or has held any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or with a predecessor in business of the company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the company or the members for any benefit permitted by this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company. Regulation 87 shall not apply.

PROCEEDINGS OF DIRECTORS

20. A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the company shall declare the nature of his interest at a meeting of the directors or of any committee of the directors in accordance with that section. Subject where applicable to such disclosure a director may vote at a meeting of directors or of a committee of directors on any

resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company and regulation 94 shall not apply to the company.

21. If one or more directors are communicating with one or more directors by telephone, television or a similar audio visual communications system, and each such director so agrees, then, subject to the Statutes and the other provisions of these articles, those communications may be treated as a valid meeting of directors at which each such director is present.

THE SEAL

22.1 The seal shall be used only by the authority of a resolution of the directors or of a committee of the directors. The directors may determine whether any instrument to which the seal is affixed shall be signed and, if it is to be signed, who shall sign it. Unless otherwise so determined -

22.1.1 share certificates and, subject to the provisions of any instrument constituting the same, certificates issued under the seal in respect of any debentures or other securities need not be signed and any signature may be affixed to or printed on any such certificate by any means approved by the directors, and

22.1.2 every other instrument to which the seal is affixed shall be signed by a director and by the secretary or by 2 directors.

22.2 A document signed by a director and by the secretary or by 2 directors and expressed (in whatever form of words) to be executed by the company shall have the same effect as if it were executed under the seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of a resolution of the directors or of a committee of the directors authorised in that behalf.

22.3 Regulation 101 shall not apply to the company.

NOTICES

23. Any notices to be given pursuant to these articles may be given by telex or facsimile transmission to the telex or facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the answerback or transmission report received by the sender.

24. Any notice or other document delivered to or left at a registered address otherwise than by post shall be deemed to have been given at the time it was so delivered or left.

INDEMNITY

25. Subject to the provisions of the Statutes, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, auditor, secretary or other officer of the company shall be indemnified out of the assets of the company against all costs, charges, losses, expenses and liabilities incurred by him in relation to the execution and discharge of the duties of such office. Regulation 118 shall be extended accordingly.

Company No.: 1564968

The Companies Acts 1948 to 1980

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

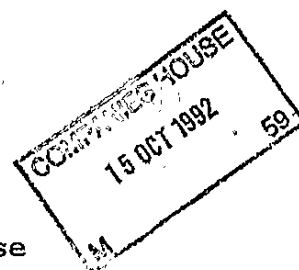
CHARLESTON QUALITY JOINERY LIMITED

Date of Incorporation 29th May 1981

(Reprinted to include all alterations effected
on or before 8th October 1992).

Booth & Co.
Sovereign House
South Parade
Leeds LS1 1HQ

Copy/
File No.00000.531332dd



No: 1564968

The Companies Acts 1985 and 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

CHARLESTON QUALITY JOINERY LIMITED

(as altered by Special Resolution dated 8th October 1992)

1. The name of the Company is "CHARLESTON QUALITY JOINERY LIMITED".
2. The registered office of the Company will be situate in England.
3. The object of the Company is to carry on business as a general commercial company.
4. Without prejudice to the provisions of section 3A Companies Act 1985 the Company shall have the following powers -
 - (A) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, copyrights, design rights, designs, trade marks, inventions, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's object.
 - (B) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, houses, flats, shops, stores, factories, offices, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
 - (C) To borrow or raise money with or without security in such manner as the Company shall think fit and in particular by the issue of debenture or debenture stock charged upon all or any of the Company's property, both present and future including all its uncalled capital for the time being, and to re-issue any debentures at any time paid off, 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.

(D) For the purposes of or in connection with the business of the Company and in particular for the purpose of securing the payment of any monies borrowed or the performance of any obligation or liability undertaken or binding on 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.

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

(F) To lend and advance money or give credit to any Company, firm or person with or without security and on such terms as the Company may approve and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by way of indemnity 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 all three such methods, the performance of the contracts or 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.

(G) 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 any of its predecessors in business 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 or business 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 or business 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.

(H) To draw, make, accept, endorse, negotiate, discount and execute cheques, promissory notes, bills of exchange, debentures and other negotiable or transferable instruments.

(I) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(J) To pay for any property or rights acquired by the Company, or for any services rendered to the Company or for any obligation or liability undertaken or agreed to be undertaken by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(K) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(L) To enter into any partnership, syndicate, joint-venture or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any lawful business and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee with or without security the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(M) To carry on the business of a holding company in all its branches and to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the object or interests of the Company, and to acquire and hold or dispose of shares, stock or securities and guarantee with or without security the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(N) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on or possessed of property suitable

for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company and to pay cash or to issue any shares, stocks, debentures or debenture stock in the Company in consideration for such purchase or acquisition.

(O) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, options, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(P) To insure against fire or other risks any of the Company's property, to join mutual insurance, indemnity or protection associations, and to insure against claims for compensation to servants, workmen or other persons, by mutual insurance or otherwise, and to pay the premiums on all such insurances.

(Q) To amalgamate with any other company whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(R) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures, units or other securities of any other company.

(S) To distribute among the members in specie by dividend or bonus or by way of reduction of capital 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.

(T) 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.

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

(V) To do all such things as are incidental or conducive to the exercise of the above powers or any of them.

AND IT IS HEREBY DECLARED that in this clause -

(i) unless the context otherwise requires, words in the singular include the plural and vice versa,

(ii) unless the context otherwise requires, a reference to a person includes a reference to a company, and a reference to a person or company includes a reference to a firm, partnership, corporation, government or other authority (municipal, local or otherwise), undertaking, organisation, association, statutory, public or other body and any other legal entity, whether resident, domiciled or situated (in any such case) in the United Kingdom or elsewhere,

(iii) references to "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible,

(iv) the words "subsidiary" (except in paragraph (v) below) "subsidiary undertaking" and "holding company" have the same meaning as in section 736 of the Companies Act 1985 or any statutory modification or re-enactment of it,

(v) the powers specified in each of the foregoing paragraphs of this clause shall be separate and distinct powers of the Company and accordingly shall not be in any way limited or restricted (except so far as otherwise expressly stated in any paragraph) by reference to or inference from the terms of any other paragraph or the order in which the paragraphs occur or the name of the company, and none of the paragraphs shall be deemed merely subsidiary or incidental to any other paragraph.

5. The liability of the members is limited.

6. The share capital of the Company is £50,000, divided into 50,000 shares of £1 each.

WE the several persons whose Names, Addresses, and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

Names, Addresses and Description of Subscribers	Number of Shares taken by each Subscriber
---	---

ROY C. KEEN,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP

1

Company Director.

NIGEL L. BLOOD,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP

1

Company Director.

Dated the 1st day of May 1981.

Witness to the above Signatures:-

J. JEREMY A. COWDRY,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP

Company Director.

"A"

3. The object of the Company is to carry on business as a general commercial company.

4. Without prejudice to the provisions of section 3A Companies Act 1985 the Company shall have the following powers -

(A) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, copyrights, design rights, designs, trade marks, inventions, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's object.

(B) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, houses, flats, shops, stores, factories, offices, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(C) To borrow or raise money with or without security in such manner as the Company shall think fit and in particular by the issue of debenture or debenture stock charged upon all or any of the Company's property, both present and future including all its uncalled capital for the time being, and to re-issue any debentures at any time paid off, 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.

(D) For the purposes of or in connection with the business of the Company and in particular for the purpose of securing the payment of any monies borrowed or the performance of any obligation or liability undertaken or binding on 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.

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capital of the Company or by all three such methods, the performance of the contracts or 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.

(G) 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 any of its predecessors in business 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 or business 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 or business 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.

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special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(L) To enter into any partnership, syndicate, joint-venture or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any lawful business and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee with or without security the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(M) To carry on the business of a holding company in all its branches and to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the object or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee with or without security the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(N) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly benefit the Company and to pay cash or to issue any shares, stocks, debentures or debenture stock in the Company in consideration for such purchase or acquisition.

(O) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, options, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(P) To insure against fire or other risks any of the Company's property, to join mutual insurance, indemnity or protection associations, and to insure against claims for compensation to servants, workmen or other persons, by mutual insurance or otherwise, and to pay the premiums on all such insurances.

(Q) To amalgamate with any other company whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding-up, or by sale or

purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(R) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures, units or other securities of any other company.

(S) To distribute among the members in specie by dividend or bonus or by way of reduction of capital 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.

(T) 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.

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

(V) To do all such things as are incidental or conducive to the exercise of the above powers or any of them.

AND IT IS HEREBY DECLARED that in this clause -

(i) unless the context otherwise requires, words in the singular include the plural and vice versa,

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(iii) references to "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible,

(iv) the words "subsidiary" (except in paragraph (v) below) "subsidiary undertaking" and "holding company" have the same meaning as in section 736 of the Companies Act 1985 or any statutory modification or re-enactment of it,

(v) the powers specified in each of the foregoing paragraphs of this clause shall be separate and distinct powers of the Company and accordingly shall not be in any way limited or restricted

(except so far as otherwise expressly stated in any paragraph) by reference to or inference from the terms of any other paragraph or the order in which the paragraphs occur or the name of the company, and none of the paragraphs shall be deemed merely subsidiary or incidental to any other paragraph.

BOOTH & CO.

SOLICITORS

Sovereign House, PO Box 8,
South Parade, Leeds LS1 1HQ
Telephone 0532 832000
Fax 0532 832060
Telex 557439, MDX 12004 Leeds

Our Ref: JDFS/sjw

13 October, 1992

The Registrar of Companies
Companies House
Crown Way
Maidy
Cardiff
CF4 3UZ
DX 33050 Cardiff

Dear Sirs

Charleston Quality Joinery Limited
Company Number 1564968

We enclose the documents set out below and should be obliged if you would please place them with the Company's file -

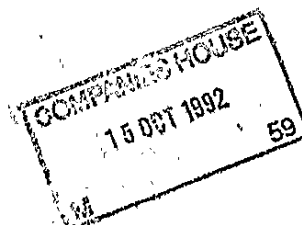
1. Elective resolutions passed 8th October, 1992;
2. Articles of Association of the Company adopted 8th October, 1992; and
3. Memorandum of Association of the Company reprinted to include alterations effected on or before 8th October, 1992.

Kindly acknowledge safe receipt by signing and returning the enclosed copy of this letter.

Yours faithfully

Booth & Co.
Booth & Co.

Encs.



PARTNERS
Robert A M. Wade (Notary)
Roger Robinson
David H. Simpson
John A. Bradbury (Notary)
Maurice C. Cowen
W. Lennox Towers (Notary)
Stephen J. Rosenzweig
David A. Roston
John L. Pridley
John D. Pike (Notary)
David A. Salter (Notary)
Richard Cockran
Anthony P. Ruane
Peter J. Cherry
D. Mark Jones
Timothy P. Tonkin
Mark A. Childley
Paul D. Groobey
James F. Stone
Michael A. Hervey
William Marshall Smith
Ian W. McIntosh
John B. Morgan
A. John Leake
Timothy J. Wheldon
William F. Charley
G.H. Neville Peel
Paul J. Howell
Mary Rose Millin
G. Adam Bennett
Gillian E. Holding
Ian G. Sampson
Richard A. Kenyon
William Ballmann
Sandra A. Humphrey
Denise N. Jagger
Alexander L. McWhinney
(Corporate Tax Principal)

Rule 1.24

The Insolvency Act 1986
Report of a Meeting
Approving Voluntary Arrangement
Pursuant to Section 4 of the
Insolvency Act 1986

To the Registrar of Companies

S.4

For official use

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Company Number

01564968.

Name of Company

(a) Insert full name of company

(a) CHARLESTON QUALITY JOINERY

Limited

(b) Insert full name and address

(b) JOHN WILSON

2954/6

TOUCHE ROSS & CO
1 WOODBOROUGH ROAD
NOTTINGHAM NG1 3FG

the chairman of a meeting held in pursuance of section 4
of the Insolvency Act 1986 on (c) 28 JULY 1992
enclose a copy of my report of the said meeting.

Signed

Date 30 JULY 1992

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

JOHN WILSON - JOINT SUPERVISOR

For Official Use
Liquidation Section Post Room

COMPANIES HOUSE

21 MAY 1993

M

92

325



29 July 1992

CHARLESTON (QUALITY JOINERY) LIMITED

MEETINGS OF CREDITORS AND MEMBERS HELD ON 28 JULY 1992 TO CONSIDER A PROPOSAL FOR A CORPORATE VOLUNTARY ARRANGEMENT.

CREDITORS' MEETING

The meeting of creditors' was held at 10.30 am on 28 July 1992 pursuant to Section 4 of the Insolvency Act 1986.

The Chairman of the meeting and nominee was John Wilson, a Licensed Insolvency Practitioner and Partner in the firm of Touche Ross & Co.


1. There was produced to the meeting the Directors' proposal for a Corporate Voluntary Arrangement dated 10 July 1992 in the form attached hereto.
2. The proposal was considered by the meeting and subject to the modifications set out in the schedule 'I' hereto IT WAS RESOLVED that the proposal be approved by the majority required pursuant to Rule 1.19(1) of the Insolvency Rules 1986. Attached hereto as schedule 'II' is a list of creditors of the company (with their respective values) who were either present or represented at the meetings.
3. IT WAS FURTHER RESOLVED that John Wilson of Touche Ross & Co, 1 Woodborough Road, Nottingham and W John Kelly of Messrs Ernst & Young, PO Box 1, 3 Colmore Row, Birmingham B3 2DB both being Licensed Insolvency Practitioners were appointed Joint Supervisors of the Corporate Voluntary Arrangement and that any act to be done in connection with the arrangement may be done by either of them.
4. IT WAS FURTHER RESOLVED that the following creditors or their representatives be appointed to the committee of creditors' pursuant to the terms of Section H of the proposal:
 1. Brian Freestone
ARC,
Ashby Road East
Shepshed
Loughborough, Leics
 2. Mr S Takhar
Tarmac Quarry Products
Ettingshall
Wolverhampton
 3. Mack Hodgkins representing
E H Smith Limited
Enterprise House
115 Edmund Street
Birmingham B3 2HU

4. G Whitehead ex officio
Cork Gully, representing ECC Quarries
Cumberland House
35 Park Row
Nottingham
5. Peter Powell
Stoy Hayward, representing A W Lumb
Foxhall Lodge
Gregory Boulevard
Nottingham
6. Alan Mold
Ingles Farm
Ravensthorpe
Northants NN6 8ET
7. Shirley Griffin
Redland Plc
Redland House
Reigate
Surrey RH2 OSG
8. Stephen Moulton
Bardon Roadstone
Bardon Hill
Coalville
Leicestershire

MEMBERS' MEETING

An extraordinary general meeting of the members was convened for 28 July 1992 at 11.30 am which was adjourned to 4.00 pm that day at the company's registered office at Charles Avenue, Six Hills, Melton Mowbray, Leicestershire.

- (1) Notice of the meeting was served upon all members of the company who gave consent to the meeting taking place at short notice.
- (2) The Directors' proposal for a Corporate Voluntary Arrangement in the form attached to the Notice convening the meeting was considered and subject to the modification set out in Schedule I hereto IT WAS RESOLVED that the proposal be approved.
- (3) There being no further business the meeting was then adjourned.


J Wilson
Chairman

SCHEDULE OF MODIFICATIONS

1. SECTION D : PARAGRAPH 5.2 be amended and the following be substituted :-

5.2 The Supervisor will receive within 90 days of completion the sum of £2.219m from the Purchaser which subject to costs will be distributed pari passu to the unsecured creditors.
2. SECTION D : PARAGRAPH 5.7 nothing within this Proposal shall affect the rights and liabilities created by a Legal Charge dated the 7 February 1991 and made between (1) Charles Gregory (Civil Engineering) Limited and (2) Mr J S Bloor.
3. SECTION D : PARAGRAPH 3 there be added a new sub-paragraph as follows :-

"The approval of the Arrangement in respect of each of the Group Companies shall be further conditional upon :-

a) the completion of the Share Sale Agreement in respect of the acquisition of the Shares in all the Group Companies or all such Companies excluding Charlesland Homes Limited by 12 mid night on Thursday, 30 July 1992 or such later date, if agreed by the Committee of Creditors. In the event that the Purchasers do not acquire the issued shares in Charlesland Homes Limited nor discharge its fixed and floating charge secured upon its assets;

b) The completion by 12 midnight on Thursday, 30 July 1992 or such later date as agreed by the Creditors' Committee of a written undertaking by the Purchaser to the Nominee to make payment of the sum of £2.219m.
4. SECTION G : PARAGRAPH 9 be deleted and there be substituted the following :-

"Subject to the costs of the Arrangement, the estimated distribution may be between 35p to 40p in the £ to the unsecured creditors following the receipt of the Arrangement of Funds and agreement of the creditors' claims."
5. SECTION G : PARAGRAPH 11 there be added at the end of the second sentence :-

"such interest to be distributed between the unsecured creditors:
6. SECTION G : PARAGRAPH 12 be amended and the following be substituted :-

"at the termination of the Arrangement any material funds due to any class of creditor which remain unclaimed for six months will be distributed between the unsecured creditors or otherwise paid to the relevant Group Company.

CHARLESTON QUALITY JOINERY LIMITED

APPENDIX II

PROXIES RECEIVED

MEETING 28 JULY 1992

<u>Name of Creditor</u>	<u>Amount</u>
Guest Heating	37.14
Lynford Crafts	224.43
Gilvar Lining Limited	8.11
Derby Glass	1,394.47
TJ Tiling Contractors	608.00
Noble Macauley & Co	264.68
Dakin Decorators (Leics) Limited	2,877.66
TM Electrical (Leics) Limited	1,277.90
R A Hayes	35.00
Adey Limited	143.00
Debright Roofing	425.00
S A M Tyres Limited	893.07
Arrow Heating Limited	458.25
Drain Scan	256.15
Modern Roofs (Leic) Limited	1,938.60
British Telecom	307.23
Duo-East (UK) Limited	113.09
The Glassworks Limited	1,748.40
John Mansfield Timber Limited	3,191.97
ARC Limited	3,927.67

CHARLESTON (QUALITY JOINERY) LIMITED

PRESENT IN PERSON OR REPRESENTED BY PROXY

Peter Hardwick Giles
- Proxy for Charleston Construction Limited

Paul Andrew Briggs
- Proxy for Colin Draycott Draycott
and Christine Mary Draycott
and Colin Draycott Group Limited

IN ATTENDANCE John Wilson

SCHEDULE OF MODIFICATIONS

1. SECTION D : PARAGRAPH 5.2 be amended and the following be substituted :-

5.2 The Supervisor will receive within 90 days of completion the sum of £2.219m from the Purchaser which subject to costs will be distributed pari passu to the unsecured creditors.

2. SECTION D : PARAGRAPH 5.7 nothing within this Proposal shall affect the rights and liabilities created by a Legal Charge dated the 7 February 1991 and made between (1) Charles Gregory (Civil Engineering) Limited and (2) Mr J S Bloor.

3. SECTION D : PARAGRAPH 3 there be added a new sub-paragraph as follows :-

"The approval of the Arrangement in respect of each of the Group Companies shall be further conditional upon :-

- a) the completion of the Share Sale Agreement in respect of the acquisition of the Shares in all the Group Companies or all such Companies excluding Charlesland Homes Limited by 12 mid night on Thursday, 30 July 1992 or such later date, if agreed by the Committee of Creditors. In the event that the Purchasers do not acquire the issued shares in Charlesland Homes Limited nor discharge its fixed and floating charge secured upon its assets;

- b) The completion by 12 midnight on Thursday, 30 July 1992 or such later date as agreed by the Creditors' Committee of a written undertaking by the Purchaser to the Nominee to make payment of the sum of £2.219m.

4. SECTION G : PARAGRAPH 9 be deleted and there be substituted the following :-

"Subject to the costs of the Arrangement, the estimated distribution may be between 35p to 40p in the £ to the unsecured creditors following the receipt of the Arrangement of Funds and agreement of the creditors' claims."

5. SECTION G : PARAGRAPH 11 there be added at the end of the second sentence :-

"such interest to be distributed between the unsecured creditors:

6. SECTION G : PARAGRAPH 12 be amended and the following be substituted :-

"at the termination of the Arrangement any material funds due to any class of creditor which remain unclaimed for six months will be distributed between the unsecured creditors or otherwise paid to the relevant Group Company.

CHARLES GREGORY (CIVIL ENGINEERING) LIMITED

Allpipe Construction Ltd	688.10	
Tyrefix Ltd	205.63	
Dabbs Plc	15,863.94	
Elmore Plant Services	90.00	
Hawkins-Salmon (Timber)	231.49	
Charringtons	142.50	
Tank Systems Ltd	10,933.77	
Mansfield Sand Co Ltd	202.68	
Plant Tools Ltd	3,138.91	
Keller Foundations	407.25	
Durulas (Contractors) Ltd	3,063.72	
Mac's Electrical	240.75	
Fabrikat (Nottm) Ltd	680.14	
Pheonix Paving	632.80	
Capri Plant Services Ltd	62.28	
British Geotechnical	4,666.39	
Evans Concrete Products Ltd	261.41	
Copymore Office Automatic	1,291.00	
BCM Contracts Ltd	1,947.76	
SPS Hire Ltd	192.49	
Priory Plant Ltd	8,252.01	
Priory Tool Hire	360.85	
Marston Construction Co Ltd	4,259.59	
BDC Concrete Products Ltd	51.08	
ATS Eastern Ltd	2,804.60	
Blaw Knox Construction	35.93	
M J Curle Ltd	3,341.40	
Ice Construction Equip (UK) Ltd	2,744.68	
Road Mark'ng Services Ltd	141.00	
Epro UK Ltd	1,152.40	
Walker & Staff Ltd	4,748.18	
Jackson Shipley Ltd	147.56	
A W Masterson	9,922.43	
B M Plant Ltd	64.58	
R Billson & Sons Ltd	926.84	
Town & Country	884.40	
A-Z Tool Sales Ltd	1,881.92	
Montpelier Plant Ltd	131.72	
Peterborough Crane Hire	1,753.10	
Anderson & Heeley Ltd	7,120.80	
SLD Genlite	231.62	
East Midlands Instrument Co	121.62	
Prolec Ltd	723.56	
Mineral Resources Ltd	527.06	
CLS Wathers	160.86	
David L Dennis Ltd	10,008.05	
Butt Fusion Services	1,847.16	
F & J Plant Hire	526.69	
G & B Office Supplies	217.68	
Lux Traffic Controls Ltd	2,105.04	
Unipas Services Ltd	360.19	
Gower Plant Hire Ltd	200.93	
Royal Label Fctory	722.88	
Neyta Motor Engineers	963.13	
Theobalds Timber & Fencing	163.31	
CMG Ltd	12,341.71	
Associated Industrial Services	2,000.00	
Castle Aggregates	754.73	REJECT

AJ & J L Teagle Bldg Cons	157.50
Northampton Signs	21.15
DGS Jesper Ltd	2,907.43
Chantry Contractors	1,867.93
SLT Lining Technology Gmbh	9,049.18
Chesterfield Plant Hire	1,896.41
ALC Ltd	58.75
Hill Landscapes Ltd	115.00
Hall Plant Hire	3,983.60
C & G Auto Electrics Co	76.38
Roe Bros & Co t/a Reinforcements	1,243.05
Pochin Concrete Pumping	1,553.39
Ace Copying Equipment	581.00
Eldridge Electrical Ltd	3,309.34
Nixon Knowles & Co Ltd	149.51
KER Rentaskip & KER Plant Co-ownership	26,756.09
Cossington Commercial Vehicles Ltd	170.83
Sutcliffe Industrial Services	9,249.60
Whittaker & Co	43.29
Titan Foundations Ltd	1,068.19
A Coupland (Surfacing)	18,747.19
Huntsmans Quarries Ltd	7,870.67
Hunstmans Quarries Ltd	1,477.12
Back to Black Ltd	86.48
Rippleside (Barking) Ltd	1,223.93
Toton Plant Hire Ltd	603.95
J S Burnett Ltd	186.83
Adams Hydraulics Ltd	2,406.4
Central Mototr Co Ltd	2,841.49
Bullimore Sand & Gravel Ltd	1,037.76
Hawes Plant Hire	1,971.13
Harold Webb & Son	2,600.00
Granthams Recovery	470.00
Efco UK Ltd	15,946.00
Clark & Co (Engineers Grimsby)	69.33
G Blagg Ltd	2,335.45
Engineering Services (Humber) Ltd	2,708.80
Belwood Nurseries Ltd	8,921.71
T J Electrical Ltd	184.24
Alan Mold	20,983.05
Ford Brothers (Civil Engineering)	425.42
Harvey & Clark (Bldg & Civil Eng)	71.65
Hunter Timber Ltd	17,931.20
SPS Hire Ltd	13,110.25
F C Precast Concrete Ltd	1,034.19
South Lines Plant Hire	9,871.25
Aform Ltd	7,458.91
Pitchmastic Plc	7,810.84
Adey Ltd	4,749.84
Trent House Engineering Supply	1,142.10
Landscape Consultants	846.00
J Richardson & Son (Gosberton) Ltd	5,919.53
R Frazer & Sons Ltd	40,084.23
HS Isis Hire Ltd	9,102.62
Central Plant Ltd	329.71
ST Plant Hire	53,000.00
Denise Binks	465.00
Howarth Timber (Scunthorpe)	989.07
UK Petroleum Products	1,136.53
CCL Systems Ltd	5,592.96
Booth Excavations Ltd	85,072.62
G S Taylor Ltd	1,451.27
City Plant & Tool Hire Ltd	6,244.94

REJECT

Clerks Garage (Leics) Ltd	391.09
Sinbad Plant Ltd	30,666.05
L G Marshall t/a Marmaz	396.56
Longwood Engineering Co	35,014.65
Davidson Haulage	1,003.00
S R Doughty	50.00
Doughty Bros	58.75
Ingram Protective Coatings Ltd	1,715.50
MT Wilde Plant Services Ltd	6,547.24
Insitu Construction Services	3,391.05
Startin Tractors Ltd	2,624.75
Waltec Services Ltd	60.51
Protec Fencing Ltd	5,615.62
Wimpey Hobbs Ltd	5,646.77
Wanlip Gravels Ltd	499.15
Amber Crane Hire Ltd	3,864.70
Beechdale Construction	240.97
Laserbore Ltd	60,600.00
H Adey & Sons Ltd	2,801.74
Notts Traffic Control	2,720.02
Search (Manchester) Ltd	728.50
Search (Sheffield) Ltd	364.24
Search (Nottingham) Ltd	12,167.34
M F Freeman	6,491.79
W W Busby & Sons	1,057.50
R N Woodward Ltd	345.15
BSL Ltd	187.65
Barton Petroleum Ltd	3,507.18
Kirdale Engineering Ltd	16,404.61
Central Buying Service	95.79
Bedfordshire County Council	76.37
Anglolobe Ltd	12,023.78
Bray & Bray	41.79
Jekison Ltd	1,459.80
SAM Tyre Services	800.26
Hireplant Ltd	445.23
SLD Pumps Ltd	57,872.21
Sheriff Plant Hire	18,501.32
T Taylor (Contractors) Ltd	2,469.39
J A Callington	6,538.00
Farnsworth Drainage	20,214.05
Holemasters Ltd	3,476.27
A J Downing (Southern) Ltd	11,503.49
SCL Product Sales Ltd	52.64
SIKA Contracts Ltd	581.17
Bond Street Saab Ltd	398.81
Langrop (Anstey) Ltd	1,244.48
D Smith Welding & Fabrication	590.41
Central Drilling Services	1,297.20
East Midlands Asphalt	2,440.71
Sandicliffe of Loughborough Ltd	265.11
P & L Hire Centres Ltd	3,231.61
Calor Gas Ltd	71.30
PJC Plant Services (Leics) Ltd	37,154.85
Metrix Engineering	205.63
Drain Scan	470.00
SP Fabrications Ltd	526.40
Keyline Builders Merchants	18,649.91
ECC Quarries	18.74
BRC Spender	1,610.10
C N Green & Sons Ltd	1,902.32
Brian Charles t/a BJ Welding	4,697.05
Invicta Fencing Co Ltd	1,347.12

Phillips Concrete Pumps	1,626.81	
MainFleet Ltd	192.18	
Trustee of Warsop Estate c/o J German	470.00	
John German	11,450.00	
Greg Long	2,029.81	
SAS (Bristol) Ltd	2,478.86	
P Wilkinson	216.61	
R W Rotol Plant Hire	10,313.62	
Nigel Hart Plant Hire	4,659.57	
Abba tool Hire & Sales	3,149.58	
Delta Civil Engineering	22,482.51	
Quinto Crane & Plant	238.53	
Grundy Parapets Ltd	1,140.00	
KBS Ltd	872.91	
Aldridge Piling Equipment	1,086.23	
Perrys Specialist Cars Ltd	1,066.01	
J W Boddy (Locko Nurseries) Ltd	1,435.44	
Site Lasers	16,324.97	
J A Callington	794.30	
CIS (Cast Iron Services) Ltd	23,200.34	
PB Builders Hire Service Ltd	215.28	
British Telecom	211.10	
Bestwick & Liddell	40.10	
Walkersteel Ltd	5,150.37	
Wm R Selwood Ltd	5,047.79	
SGB Contracts & SGB Hire	17,491.02	
McKenna Plant Hire (Oxford) Ltd	5,579.20	
McCann Civil Eng	3,392.22	
Harvey & Clark (Bldg)	71.65	
Abbeyborder Ltd	12,837.00	
Hargreaves Quarries Ltd	17,646.00	
Shorco Trench Systems	5,256.47	
Spectra Alignment Ltd	1,714.31	
GKN Kwikform Ltd	5,476.22	
Torrent Ltd	10,056.63	
Pyramid Plant Hire Ltd	5,379.64	
H Maskell & Son	13,864.51	REJECT
Midland Land Reclamation	659.20	
Spun Concrete Ltd	3,384.55	
Tronilynn Ltd	2,252.04	
M C Rowe	9,922.06	
J E Goldring	1,419.27	
R B Transport	17,503.59	
J & B S Sargeant	3,616.00	
West Midlands Surfacing	10,125.98	
Pell & Baldwin (Fabrications)	820.22	
T J Riley (P&T) Ltd	25,799.65	
Ashtead Plant Hire Co	10,341.78	
George Walker (Syston) Ltd	371.35	
K Cowman Ltd	57,487.46	
Alcel Plastics Ltd	2,695.73	
Hy-Ten Reinforcement Co Ltd	27,419.96	
Howarth Timber Ltd	1,892.72	
Brackett Green Ltd	33,906.98	
Asfare Ltd	18,804.72	
Batchelor & Lee Ltd	5,330.25	
Mercian Masterplant Ltd	2,042.70	
R & S Warner Engs. Ltd	828.97	
J Robert Ward Ltd	2,192.90	
Derek Fitzgerald Plant Hire	12,792.23	
Weston & Bolton Ltd	2,690.29	
Acorn Stone Merchants	1,350.00	
Alf Plant	1,900.27	

Ennemix Construction Materials Ltd	54,028.93
Harcros	2,644.87
Redispace & Johnson	305.50
T Belton	11,400.48
Conserve a Tree Ltd	2,951.21
DNG Magfern	14,132.00
Data One Software	1,902.00
P J Wade	245.00
Coating	43.00
Studley Tool Hire	912.00
Haypollock	35.00
Federal Civil Engineering	14,167.00
P Furman	518.00
Colas	727.00
Gun Point Ltd	2,084.00
Bowring	25,892.00
Broadwave	252.00
AAH Build	133.00
Welland Comms	701.00
Contact 92	1,604.00
Selflock Ltd	5,724.26
T Bolton	11,400.00
 Total	 1,601,859.88

CHARLES GREGORY (CIVIL ENGINEERING) LIMITED

PRESENT IN PERSON OR REPRESENTED BY PROXY

Peter Hardwick Giles
- Proxy for Colin Draycott Group Limited

Peter Hardwick Giles
- Proxy for Colin Draycott Group Limited
and Self

Paul Andrew Briggs
- Proxy for Colin Charles Draycott

IN ATTENDANCE John Wilson

Rule 1.26 The Insolvency Act 1986
 Voluntary Arrangement's
 Supervisor's Abstract of
 Receipts and Payments
 Pursuant to Rule 1.26 (2)(b) of the
 Insolvency Rules 1986

R.1.26(2)(b)

For official use

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To the Registrar of Companies

Company Number

1564560

Name of Company

(a) Insert full name of company

(a) CHARLESTON QUALITY JOINERY

Limited

(b) Insert full name(s) and address(es)

I/We (b) J WILSON
 1 WOOD BOROUGH ROAD
 NOTTINGHAM

W J KELLY
 ERNET YOUNG
 PO BOX 1 3 CANMORE ROW
 BIRMINGHAM

(c) Insert date supervisor(s) of a voluntary arrangement approved on (c)

28 JULY 1992

present overleaf my/our abstract of receipts and payments for the period
 from

28 JULY 1992

to

27 JULY 1993

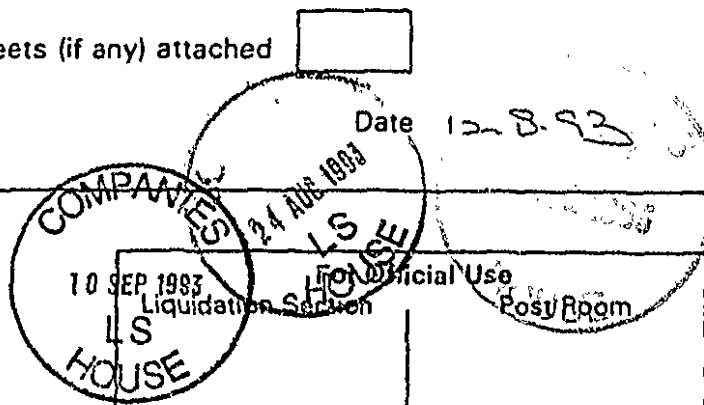
Number of continuation sheets (if any) attached

Signed

Date

12.8.93

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



Note

ABSTRACT

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since he was appointed

*Delete as appropriate

*Delete as appropriate

RECEIPTS		£
Brought forward from previous Abstract (if any)		0.00
Carried forward to *continuation sheet/next Abstract		0.00
PAYMENTS		£
Brought forward from previous Abstract (if any)		0.00
Carried forward to *continuation sheet/next Abstract		0.00

Rule 1.26 The Insolvency Act 1986

Voluntary Arrangement's
Supervisor's Abstract of
Receipts and Payments

Pursuant to Rule 1.26(2) (b) of the
Insolvency Act 1986

1.26

For Official Use

To the Registrar of Companies

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Company Number

1564968

Name of Company

CHARLESTON QUALITY JOINERY LTD

I/We J Wilson

W J Kelly

of 1 Woodborough Road
Nottingham
NG1 3FG

Ernst Young
PO Box 13 Colmore Row
Birmingham

supervisor(s) of a voluntary arrangement approved on

28 July 1992

present overleaf my/our abstract of receipts and payments for
the period from

28 July 1993

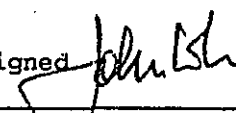
to

27 July 1994

Number of continuation sheets attached

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Signed

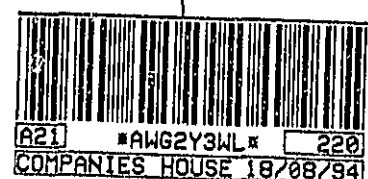



Date 29.7.94

Touche Ross & Co
1 Woodborough Road
Nottingham
NG1 3FG

Ref: C163/IS

For Official Use
Insolvency Sect Post Room



ABSTRACT

*Delete as appropriate

*Delete as appropriate