

Declaration of compliance with the requirements on application for registration of a company

41a

Please do not write in this binding margin

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

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

[] 1641046 [] [] [] [] [] [] [] [] [] []

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

*Insert full name of Company

Name of Company

WORKMORE LIMITED

I, DOROTHY MAY GRAEME,

of 61, FAIRVIEW AVENUE,

WIGMORE, GILLINGHAM, KENT.

†Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

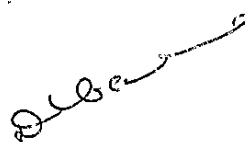
do solemnly and sincerely declare that I am a person named as Secretary of the
Company in the Statement delivered under Section 21 of the Companies Act 1976
 of * WORKMORE LIMITED

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent and incidental thereto have been complied with.
 And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at Gillinghamin the County of Kentthe 29th day of AprilOne thousand nine hundred and eighty twobefore me J.P.

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Signature of Declarant



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

GRAEME & COMPANY,
 COMPANY REGISTRATION AGENTS,
 61, FAIRVIEW AVENUE,
 WIGMORE, GILLINGHAM,
 KENT.

MEB OQP

For official use

New companies section

Post room



No Reference.

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

WORKMORE LIMITED



1. The name of the Company is WORKMORE LIMITED
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a) (1) To carry on in all their branches all or any of the businesses of builders and contractors, manufacturers of pre-fabricated structures, civil engineers and contractors, fencing contractors, roofing contractors, scaffolders, woodworkers, carpenters and joiners, painters and decorators, ironmongers, plasterers, general construction contractors, plumbers, heating engineers, demolition contractors, glaziers, house insulation and double glazing contractors, and shop fitters, electricians, plant hirers, hauliers, builders merchants and suppliers of do-it-yourself materials, merchants and dealers in stone, sand, lime, bricks, timber, hardware and other building requisites, carriers, estate agents; to carry on the businesses of the treatment of wood, dry rot and cavity insulation; to develop, manage, improve, work, control and turn to account any land or property acquired by the company or in which the company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, furnishing and fitting up, maintaining, managing and improving buildings, pleasure grounds and other works and conveniences, public works contractors, and by planting, paving, draining, farming, cultivating, working, managing, letting on building lease, or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
 - (2) To manufacture, buy, sell, exchange, repair, convert, grow, alter, improve, manipulate, prepare for the market, let on hire, import, export, finance and deal in all kinds of machinery, plant, implements, tools, hardware, apparatus, materials, substances; and such things necessary or convenient for, or connected with any of the businesses carried on by the company at any time.



Lloyds £34
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- (b) To carry on any other business whether manufacturing or otherwise which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the company.
- (c) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on or proposing to carry on any business which the company is authorized 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.
- (d) To apply for, purchase, or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trade marks, designs, licences, concessions, and the like, conferring any exclusive or non exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company, or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving any such patents inventions or rights.
- (e) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the company is authorized to carry on or engage in, 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.
- (f) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the objects of the company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the company may think it desirable to obtain, and to carry out, exercise and comply therewith.
- (g) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company.
- (h) To subscribe for, take, or otherwise acquire, and hold shares, stock, debentures, or other securities of any other company.
- (i) To invest and deal with the moneys of the company not immediately required in any manner.

- (j) To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the company, and to guarantee the performance of any contract or obligation and the payment of money of or by any such person or companies and generally to give guarantees and indemnities.
- (k) To receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.
- (l) To draw, make, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To pay out of the funds of the company all expenses which the company may lawfully pay with respect to the formation and registration of the company, or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the company.
- (n) To pay for any rights of property acquired by the company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.
- (o) To establish and maintain or procure the establishment and maintenance of any contributory or non 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 a subsidiary of the company or is allied to or associated with the company or with any such subsidiary company, or who are or were at any time directors or officers of the company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subsidize and 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, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
- (p) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the company.

- (q) To build, construct, alter, maintain, enlarge, pull down, remove or replace, and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roadways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, electric works, and other works and conveniences which may seem calculated directly or indirectly to advance the interests of the company, and to join with any other person or company in doing any of these things.
- (r) To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with, all or any part of the property and rights of the company.
- (s) To vest any real or personal property, rights or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company, and with or without any declared trust in favour of the company.
- (t) To sell, lease, mortgage or otherwise dispose of the property, assets or undertaking of the company or any part thereof for such consideration as the company may think fit, and in particular for shares, stock, debentures, or other securities of any other company whether or not having objects altogether or in part similar to those of the company.
- (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 procure the company to be registered or recognized in any part of the world outside the United Kingdom.
- (w) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and 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 jointly with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them,

And it is hereby declared that

(a) the word "Company" in this clause, except where used in reference to this company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and

(b) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.

5. The share capital of the company is £1000 divided into 1000 shares of £1 each

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

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each Subscriber
<i>D M Graeme</i> Dorothy May Graeme, 61, Fairview Avenue Wigmore, Gillingham, Kent Company Director	One
<i>PG</i> Paul Gordon Graeme, 61, Fairview Avenue, Wigmore, Gillingham, Kent Company Director	One

Dated the 29th day of April 19 82

Witness to the above Signatures:

JD Graeme
Janet Dorothy Louise Graeme,
61, Fairview Avenue,
Wigmore, Gillingham,
Kent

Articles of Association

OF

WORKMORE LIMITED

PRELIMINARY

1. The Regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act, 1948 as amended (hereinafter referred to as "Table A, Part I"), shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded and varied) and the Articles hereinafter contained shall be the Regulations of the Company.

SHARES

2. The Directors may allot, grant options over, or otherwise dispose of any relevant securities (as defined by Section 14(10) of the Companies Act, 1980) of the Company to such persons, at such times and generally on such terms and conditions as they think proper and the general authority conferred hereby will expire on the fifth anniversary of the date of incorporation of the Company unless renewed, varied or revoked by the Company in General Meeting. The said authority shall extend to all relevant securities of the Company from time to time unissued during the period of such authority.

3. Section 17(1) of the Companies Act, 1980 shall not apply to any exercise of the general authority conferred by Article 2 hereof.

4. In Regulation 11 of Table A, Part I, the words " (not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

5. The proviso to Regulation 32 of Table A, Part I, shall be omitted.

BORROWING POWERS

6. The proviso to Regulation 79 of Table A, Part I, shall not apply to the company.

DIRECTORS

7. Unless and until otherwise determined by the Company in General Meeting the minimum number of Directors shall be one.

8. The first directors of the company appointed on and after incorporation shall be determined in writing by the subscribers of the Memorandum of Association.

POWERS AND DUTIES OF DIRECTORS

9. 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 paragraph (2) and (4) of Regulation 84 of Table A, Part I, shall not apply to the company.

DISQUALIFICATION OF DIRECTORS

10. The provisions of section 185 of the Act shall not apply to the Company.

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

- (1) ceases to be a Director by virtue of section 182 of the Act, or
- (2) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (3) becomes prohibited from being a Director by reason of any order made under section 188 of the Act, or section 28 of the Companies Act 1976, or
- (4) becomes of unsound mind, or
- (5) resigns his office by notice in writing to the Company, or
- (6) is removed from office by a resolution duly passed pursuant to section 184 of the Act.

ALTERNATE DIRECTORS

12. Any Director may in writing appoint any person who is approved by the majority of the Directors, to be his alternate to act in his place at any meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director when the person appointing him is not personally present, and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him. The remuneration of such an alternate shall be payable out of the remuneration payable to the Director appointing him, and the proportion thereof shall be agreed between them. An alternate need not hold any share qualification.

INDEMNITY

13. Every Director, Managing Director, Agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 448 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 205 of the Act.

TRANSFER OF SHARES

14. A share may be transferred by a member or other person entitled to transfer the same (hereinafter called " the proposing transferor ") to any member selected by the proposing transferor, subject only to the same restrictions on transfer as provided in Article 15 hereof.

15. Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, his or her father or mother or to any lineal descendant of his or her father or mother or to his or her wife or husband and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, the father or mother or lineal descendants of the father and mother or the widow or widower of such deceased member, and shares standing in the name of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of the will.

16. Except where the transfer is made pursuant to the two preceeding Articles the proposing transferor shall give notice in writing (hereinafter called " the transfer notice ") to the Company that he desires to transfer the same. Such notice shall constitute the Company his agent for the sale of the share to any member of the Company or to any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership at the fair value to be fixed by the Auditor for the time being of the company. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each.

17. If the Company within the space of fifty-six days after being served with such transfer notice shall find a member or persons selected as aforesaid willing to purchase the share (hereinafter called " the purchasing member ") and give notice thereof to the proposing transferor he shall be bound upon payment of the fair value, to transfer the share to the purchasing member who shall be bound to complete the purchase within fourteen days from the service of such last-mentioned notice.

18. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice shall be offered to members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined, every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

19. The Auditor for the time being of the company shall on the application of the Directors certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator, and accordingly the Arbitration Act 1950, shall not apply.

20. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the Register as the holder of the share, and shall hold the purchase money in trust for the said proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the Register, in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. The proposing transferor shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

21. If the Company shall not within the space of fifty-six days after being served with the transfer notice find a purchasing member and give notice in manner aforesaid, the proposing transferor shall, at any time within six months afterwards, be at liberty to sell and transfer the shares (or those not placed) to any person, and at any price.

22. Subject to the provisions of Article 15 hereof the executors or administrators of any deceased member shall be bound at any time after the expiration of six months from the date of his death, if and when called upon by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within a period of fourteen days after being so called upon, or should there be no such executors or administrators at the expiration of such period of six months, a transfer notice shall be deemed to have been given and the provisions of this Article shall have effect accordingly.

23. If any member shall be adjudged bankrupt, his trustee in bankruptcy shall be bound forthwith to give to the Company a transfer notice in respect of all the shares registered in the name of the bankrupt member, and in default of such transfer notice being given within one month of bankruptcy, the trustee in bankruptcy shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of this Article shall apply accordingly.

SECRETARY

24. The first Secretary of the Company shall be :—

Dorothy May Graeme

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

D M Graeme
Dorothy May Graeme,
61, Fairview Avenue,
Wigmore,
Gillingham, Kent
Company Director

G
Paul Gordon Graeme,
61 Fairview Avenue,
Wigmore,
Gillingham, Kent
Company Director

Dated the 29th day of April , 19 82

Witness to the above Signatures—

JD Graeme
Janet Dorothy Louise Graeme,
61, Fairview Avenue,
Wigmore, Gillingham
Kent

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 margin

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

delete if inappropriate

Company number

1641046

Name of Company

WORKMOKE	Limited*
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The intended situation of the registered office of the company on incorporation is as stated below

61, Fairview Avenue, Wigmore, Gillingham, Kent ME 8 0QP

If 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

GRAEME & COMPANY, COMPANY REGISTRATION AGENTS,
61, FAIRVIEW AVENUE, WIGMORE,
GILLINGHAM, KENT. ME8 0QP

If 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 statement

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Presentor's reference (if any):
 GRAEME & COMPANY,
 COMPANY REGISTRATION AGENTS,
 61, FAIRVIEW AVENUE,
 WIGMORE,
 GILLINGHAM,
 KENT.
 ME8 0QP

For official use
 General section

Post room



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:

Name (note 2)	Janet Dorothy Louise Graeme	Business occupation	Secretary
Former name(s) (note 3)		Nationality	British
Address (note 4)	61, Fairview Avenue, Wigmore, Gillingham, Kent	Date of birth (where applicable) (note 6)	Not applicable
Particulars of other directorships (note 5)			
Gordon Graeme Limited			
I hereby consent to act as director of the company named on page 1			
Signature		Date 29th April 1982	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature		Date	

Please write in the margin
The part to be signed by those in the company named in the 1976 Companies Act 200(2) section 1948. Please read the notes on page 4 before completing this form.

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)	DOROTHY MAY GRAEME
Former name(s) (note 3)	
Address (notes 4 & 7)	61, Fairview Avenue, Wigmore, Gillingham, Kent
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>D. Graeme</i> Date 29th April 1982

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

Required by
in 21(3) of
Companies
1976

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

as
private

Signature *D. Graeme* [Subscriber] [Agent] Date 29th April 1982

Signature [Subscriber] [Agent] Date

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1641046

I hereby certify that

WORKMORE LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at Cardiff the 3RD JUNE 1982

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

F A WILSON

Assistant Registrar of Companies

Company No: 1641046

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

WORKMORE LIMITED

(Passed 25th June 1982)

At an Extraordinary General Meeting duly convened and held at Burnt Tree House, Burnt Tree, Tipton, West Midlands, on Friday the 25th June 1982 the following Resolution was duly passed as a Special Resolution of the Company :

SPECIAL RESOLUTION:

That the Articles of Association be altered by adding thereto the following Article to be numbered 24 : -

"24. The quorum necessary for the transaction of the business of the Directors shall be one".

DATED 25th June 1982

Registered Office:
Burnt Tree House
Burnt Tree
Tipton
West Midlands.



Secretary



The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

WORKMORE

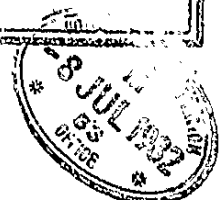
LIMITED

(A Private Company adopting Part 1 of Table A with modifications)

Incorporated the 3rd day of June , 19 82

No. of Company 1641046

Graeme & Company, Company Registration Agents
61 Fairview Avenue, Wigmore, Gillingham, Kent



COMPANY LIMITED BY SHARES

Memorandum of Association

OF

WORKMORE LIMITED

1. The name of the Company is WORKMORE LIMITED.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (a) (1) To carry on in all their branches all or any of the businesses of builders and contractors, manufacturers of pre-fabricated structures, civil engineers and contractors, fencing contractors, roofing contractors, scaffolders, woodworkers, carpenters and joiners, painters and decorators, ironmongers, plasterers, general construction contractors, plumbers, heating engineers, demolition contractors, glaziers, house insulation and double glazing contractors, and shop fitters, electricians, plant hirers, hauliers, builders merchants and suppliers of do-it-yourself materials, merchants and dealers in stone, sand, lime, bricks, timber, hardware and other building requisites, carriers, estate agents; to carry on the businesses of the treatment of wood, dry rot and cavity insulation; to develop, manage, improve, work, control and turn to account any land or property acquired by the company or in which the company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, furnishing and fitting up, maintaining, managing and improving buildings, pleasure grounds and other works and conveniences, public works contractors, and by planting, paving, draining, farming, cultivating, working, managing, letting on building lease, or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
 - (2) To manufacture, buy, sell, exchange, repair, convert, grow, alter, improve, manipulate, prepare for the market, let on hire, import, export, finance and deal in all kinds of machinery, plant, implements, tools, hardware, apparatus, materials, substances; and such things necessary or convenient for, or connected with any of the businesses carried on by the company at any time.

- (b) To carry on any other business whether manufacturing or otherwise which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the company.
- (c) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on or proposing to carry on any business which the company is authorized 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.
- (d) To apply for, purchase, or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trade marks, designs, licences, concessions, and the like, conferring any exclusive or non exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company, or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving any such patents inventions or rights.
- (e) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the company is authorized to carry on or engage in, 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.
- (f) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the objects of the company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the company may think it desirable to obtain, and to carry out, exercise and comply therewith.
- (g) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company.
- (h) To subscribe for, take, or otherwise acquire, and hold shares, stock, debentures, or other securities of any other company.
- (i) To invest and deal with the moneys of the company not immediately required in any manner.

- (j) To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the company, and to guarantee the performance of any contract or obligation and the payment of money of or by any such person or companies and generally to give guarantees and indemnities.
- (k) To receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.
- (l) To draw, make, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To pay out of the funds of the company all expenses which the company may lawfully pay with respect to the formation and registration of the company, or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the company.
- (n) To pay for any rights of property acquired by the company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.
- (o) To establish and maintain or procure the establishment and maintenance of any contributory or non 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 a subsidiary of the company or is allied to or associated with the company or with any such subsidiary company, or who are or were at any time directors or officers of the company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subsidize and 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, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
- (p) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the company.

- (q) To build, construct, alter, maintain, enlarge, pull down, remove or replace, and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roadways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, electric works, and other works and conveniences which may seem calculated directly or indirectly to advance the interests of the company, and to join with any other person or company in doing any of these things.
- (r) To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with, all or any part of the property and rights of the company.
- (s) To vest any real or personal property, rights or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company, and with or without any declared trust in favour of the company.
- (t) To sell, lease, mortgage or otherwise dispose of the property, assets or undertaking of the company or any part thereof for such consideration as the company may think fit, and in particular for shares, stock, debentures, or other securities of any other company whether or not having objects altogether or in part similar to those of the company.
- (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 procure the company to be registered or recognized in any part of the world outside the United Kingdom.
- (w) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and 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 jointly with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them,

And it is hereby declared that

- (a) the word "Company" in this clause, except where used in reference to this company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and
- (b) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.

5. The share capital of the company is £1000 divided into 1000 shares of £1 each

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

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each Subscriber
Dorothy May Graeme, 61, Fairview Avenue Wigmore, Gillingham, Kent Company Director	One
Paul Gordon Graeme, 61, Fairview Avenue, Wigmore, Gillingham, Kent Company Director	One

Dated the 29th day of April 19 82

Witness to the above Signatures:

Janet Dorothy Louise Graeme,
61, Fairview Avenue,
Wigmore, Gillingham,
Kent

COMPANY LIMITED BY SHARES

Articles of Association

OF

WORKMORE LIMITED

P R E L I M I N A R Y

1. The Regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act, 1948 as amended (hereinafter referred to as "Table A, Part I"), shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded and varied) and the Articles hereinafter contained shall be the Regulations of the Company.

S H A R E S

2. The Directors may allot, grant options over, or otherwise dispose of any relevant securities (as defined by Section 14(10) of the Companies Act, 1980) of the Company to such persons, at such times and generally on such terms and conditions as they think proper and the general authority conferred hereby will expire on the fifth anniversary of the date of incorporation of the Company unless renewed, varied or revoked by the Company in General Meeting. The said authority shall extend to all relevant securities of the Company from time to time unissued during the period of such authority.

3. Section 17(1) of the Companies Act, 1980 shall not apply to any exercise of the general authority conferred by Article 2 hereof.

4. In Regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

5. The proviso to Regulation 32 of Table A, Part I, shall be omitted.

B O R R O W I N G P O W E R S

6. The proviso to Regulation 79 of Table A, Part I, shall not apply to the company.

D I R E C T O R S

7. Unless and until otherwise determined by the Company in General Meeting the minimum number of Directors shall be one.

8. The first directors of the company appointed on and after incorporation shall be determined in writing by the subscribers of the Memorandum of Association.

POWERS AND DUTIES OF DIRECTORS

9. 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 paragraph (2) and (4) of Regulation 84 of Table A, Part I, shall not apply to the company.

DISQUALIFICATION OF DIRECTORS

10. The provisions of section 185 of the Act shall not apply to the Company.

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

(1) ceases to be a Director by virtue of section 182 of the Act, or

(2) becomes bankrupt or makes any arrangement or composition with his creditors generally, or

(3) becomes prohibited from being a Director by reason of any order made under section 188 of the Act, or section 28 of the Companies Act 1976, or

(4) becomes of unsound mind, or

(5) resigns his office by notice in writing to the Company, or

(6) is removed from office by a resolution duly passed pursuant to section 184 of the Act.

ALTERNATE DIRECTORS

12. Any Director may in writing appoint any person who is approved by the majority of the Directors, to be his alternate to act in his place at any meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director when the person appointing him is not personally present, and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him. The remuneration of such an alternate shall be payable out of the remuneration payable to the Director appointing him, and the proportion thereof shall be agreed between them. An alternate need not hold any share qualification.

INDEMNITY

13. Every Director, Managing Director, Agent, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 448 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 205 of the Act.

TRANSFER OF SHARES

14. A share may be transferred by a member or other person entitled to transfer the same (hereinafter called "the proposing transferor") to any member selected by the proposing transferor, subject only to the same restrictions on transfer as provided in Article 15 hereof.

15. Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, his or her father or mother or to any lineal descendant of his or her father or mother or to his or her wife or husband and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, the father or mother or lineal descendants of the father and mother or the widow or widower of such deceased member, and shares standing in the name of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of the will.

16. Except where the transfer is made pursuant to the two preceeding Articles the proposing transferor shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall constitute the Company his agent for the sale of the share to any member of the Company or to any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership at the fair value to be fixed by the Auditor for the time being of the company. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each.

17. If the Company within the space of fifty-six days after being served with such transfer notice shall find a member or persons selected as aforesaid willing to purchase the share (hereinafter called "the purchasing member") and give notice thereof to the proposing transferor he shall be bound upon payment of the fair value, to transfer the share to the purchasing member who shall be bound to complete the purchase within fourteen days from the service of such last-mentioned notice.

18. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice shall be offered to members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined, every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

19. The Auditor for the time being of the company shall on the application of the Directors certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator, and accordingly the Arbitration Act 1950, shall not apply.

20. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the Register as the holder of the share, and shall hold the purchase money in trust for the said proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the Register, in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. The proposing transferor shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

21. If the Company shall not within the space of fifty-six days after being served with the transfer notice find a purchasing member and give notice in manner aforesaid, the proposing transferor shall, at any time within six months afterwards, be at liberty to sell and transfer the shares (or those not placed) to any person, and at any price.

22. Subject to the provisions of Article 15 hereof the executors or administrators of any deceased member shall be bound at any time after the expiration of six months from the date of his death, if and when called upon by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within a period of fourteen days after being so called upon, or should there be no such executors or administrators at the expiration of such period of six months, a transfer notice shall be deemed to have been given and the provisions of this Article shall have effect accordingly.

23. If any member shall be adjudged bankrupt, his trustee in bankruptcy shall be bound forthwith to give to the Company a transfer notice in respect of all the shares registered in the name of the bankrupt member, and in default of such transfer notice being given within one month of bankruptcy, the trustee in bankruptcy shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of this Article shall apply accordingly.

24. The quorum necessary for the transaction of the business of the Directors shall be one.

SECRETARY

24. The first Secretary of the Company shall be :—

Dorothy May Graeme

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Dorothy May Graeme,
61, Fairview Avenue,
Wigmore,
Gillingham, Kent
Company Director

Paul Gordon Graeme,
61 Fairview Avenue,
Wigmore,
Gillingham, Kent
Company Director

Dated the 29th day of April , 19 82

Witness to the above Signatures—

Janet Dorothy Louise Graeme,
61, Fairview Avenue,
Wigmore, Gillingham
Kent

A

THE COMPANIES ACTS 1948 TO 1976

Notice of accounting reference date

Pursuant to section 2(1) of the Companies Act 1976

2

Please do not
write in this
binding margin

To the Registrar of Companies

For official use

Company number

110

1641046

Name of company

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

WORKMORE

Limited*

*delete if
inappropriate

hereby gives you notice in accordance with subsection (1) of section 2 of the Companies Act 1976 that the accounting reference date on which the company's accounting reference period is to be treated as coming to an end in each successive year is as shown below:

Important
The accounting
reference date
to be entered
alongside
should be
completed as
in the following
examples:

Please mark X in the box below if a public company

Day Month ☐

3	0	0	6
---	---	---	---

31 March

Day Month

3	1	0	3
---	---	---	---

5 April

Day Month

0	5	0	4
---	---	---	---

31 December

Day Month

3	1	1	2
---	---	---	---

Signed C. K. Morrison [Director] [Secretary] Date 25th June 1982

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

Ryland Martineau & Co.,
41 Church Street,
BIRMINGHAM B3 2DY.

MRW.

For official use
General section

Post room

27 JUN 1982

Company No: 1641046

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

WORKMORE LIMITED

(Passed 24th June 1982)

At an Extraordinary General Meeting duly convened and held at Burnt Tree House Burnt Tree Tipton West Midlands on Thursday the 24th June 1982 the following Resolution was duly passed as a Special Resolution of the Company :

SPECIAL RESOLUTION:

That the name of the Company be changed to Millard Holdings Limited.

DATED 24th June 1982

Registered Office:
Burnt Tree House
Burnt Tree
Tipton
West Midlands

G.K. Morrison

G.K. Morrison

Director.

.....
LOYDS £40
355523



FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No.

1641046

19

I hereby certify that

WORKMORE LIMITED

having by special resolution changed its name, is now
incorporated under the name of

MILLARD HOLDINGS LIMITED

Given under my hand at Cardiff the 30TH JULY 1982

A handwritten signature in dark ink, appearing to read 'E. J. Jones', written over a faint circular stamp.

Assistant Registrar of Companies

THE COMPANIES ACTS 1948 TO 1976

A

3a

Notice of new accounting reference date
given after the end of an accounting
reference period

Pursuant to section 3 (2) of the Companies Act 1976

Please do not write
in this binding margin

To the Registrar of Companies

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold black lettering*delete if
inappropriate**Note**Please read notes
1 to 5 overleaf before
completing this form

1	4
---	---

1641046

Name of company

MILLARD HOLDINGS

Limited*

hereby gives you notice in accordance with section 3 (2) of the Companies Act 1976 that the company's new accounting reference date on which the previous 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 as shown below:

Day Month

3	0	0	9
---	---	---	---

†delete as
appropriate

The previous 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	0	0	9	1	9	8	3
---	---	---	---	---	---	---	---

†delete as
appropriate

The company is a [subsidiary] [holding company]‡ of K.E. MILLARD & CO. LIMITED

company number 353626

the accounting reference date of which is 30th SEPTEMBER

§delete as
appropriate

Signed



[Director] [Secretary]§ Date 1.7.1983

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

For official use

Data punch

Post room



25

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MILLARD HOLDINGS LIMITED

At an extraordinary general meeting of the shareholders of Millard Holdings Limited held at Burnt Tree House, Burnt Tree, Tipton, West Midlands DY4 7UE on Monday the 8th December 1986 at 0905 am the following resolutions were passed as special resolutions of the Company.

1. That the authorised share capital of the Company be and hereby is increased to £500,000 by the creation of 299,000 ordinary shares of £1 each ranking pari passu with the existing ordinary shares of the Company and by the creation of 200,000 8.5% Cumulative Preference shares of £1 each having attached thereto the rights and privileges and being subject to the limitation and restrictions set forth in the Articles of Association of the Company as adopted by resolution number 2.
2. That the Articles of Association produced to the meeting and for the purposes of identification initialled by the chairman be and hereby are adopted in substitution for all existing articles of association.
3. That, upon the recommendation of the directors, it is desirable to capitalise the sum of £499,900, being part of the amount standing to the credit of the Company's Revaluation Reserve, and accordingly that such sum be set free for distribution among the holders of ordinary shares in the Company on the register of members immediately before the passing of this resolution in the proportions in which they held such shares respectively at such time on condition that the same be not paid in cash but be applied in paying up in full at par 299,900 unissued ordinary shares of £1 each and 200,00 8.5% Cumulative Preference shares of £1 each in the Company to be allotted and distributed credited as fully paid up to and amongst the holders of the existing ordinary shares in



the proportions aforesaid, and that the directors give effect to this resolution.

DATED the 8th December 1986

Registered office:

Burnt Tree House

Burnt Tree

Tipton

West Midlands

DY4 7UE


.....
Chairman

CK Morris

1641046
P25

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MILLARD HOLDINGS LIMITED

(as adopted by special resolution dated 8th December 1986)

PRELIMINARY

1. Subject as hereinafter provided the Regulations contained or incorporated in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company. The Articles hereinafter contained and the Regulations of Table A (subject to the modifications hereinafter expressed) shall constitute the Articles of Association of the Company.

2. In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

3. The share capital of the Company at the date of the adoption of these Articles is £500,000 divided into 200,000 8.5% Cumulative Preference Shares of £1 each ("Cumulative Preference Shares") and 300,000 ordinary shares of £1 each. The rights attaching to the Cumulative Preference Shares shall be as follows:-



3.1 AS REGARDS INCOME

- (a) Each Cumulative Preference Share shall confer on the holder thereof the right to receive, out of the profits of the Company, available for distribution, a fixed cumulative preferential dividend at the rate of 8.5 per cent per annum exclusive of associated tax credit on the capital for the time being paid up thereon. The Cumulative Preference Shares shall not entitle the holders thereof to any further or other right of participation in the profits of the Company. The Cumulative Preference Shares shall rank for dividend in priority to all other shares of the Company from time to time issued.
- (b) Such fixed cumulative preferential dividend will be payable by two equal instalments on 31st March and 30th September in each year in respect of the half years respectively ending on those dates (except that the first dividend payment will be payable on 31st March 1987) in respect of the period from the date of adoption of these Articles of Association to that date calculated on a day to day basis and on a basis of a year of 365 days

3.2 AS REGARDS CAPITAL

Each Cumulative Preference Share shall confer on the holder thereof the right on a winding-up or other return of capital (other than a redemption or purchase of such Cumulative Preference Share or a purchase or redemption of other shares by the Company) to receive in the following order of priority:

- (a) repayment in full of capital paid up on such Cumulative Preference Share; and
- (b) payment of a sum equal to any arrears or accruals of the fixed cumulative preferential dividend on such Cumulative Preference Share, whether or not declared or earned, calculated down to the date of such repayment of capital

The Cumulative Preference Shares shall rank on such a return of capital in priority to all other shares of the Company from time to time in issue but shall not entitle the holders thereof to any further or other right of participation in the assets of the Company

3.3 AS REGARDS VOTING

(a) The holders of the Cumulative Preference Shares shall not be entitled to receive notice of or to attend and vote at any general meeting of the Company unless either:-

(i) at the date of the notice convening the meeting the dividend on the Cumulative Preference Shares is six months or more in arrears; or

(ii) the meeting includes a resolution to wind up the Company or a resolution directly varying any of the special rights attaching to the Cumulative Preference Shares when such holders shall only be entitled to vote on such resolution

(b) When entitled to attend and vote at any general meeting pursuant to sub-paragraph (a) above every holder of Cumulative Preference Shares who is present in person shall have one vote on a show of hands and upon a poll every holder of Cumulative Preference Shares present in person or by proxy shall have one vote for every £1 in nominal amount of Cumulative Preference Shares of which he is the holder and in respect of which he is entitled to vote.

SHARES

4. The Directors are generally and unconditionally authorised (subject always to the provisions of Article 4 below and Provided That no shares be issued at a discount) for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant

rights to subscribe for or convert securities into shares of the Company at any time or times during the period of five years from the date of adoption of these Articles and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

5. Subject to the provisions of the Act relating to authority, pre-emption rights and otherwise and of any resolution of the Company in general meeting passed pursuant thereto, and subject to article 4, all unissued shares shall be at the disposal of the Directors, and they may allot (with or without conferring a right of renunciation), grant options over or otherwise dispose of them to such persons at such times and on such terms as they think proper; provided that no shares shall be issued at a discount except in accordance with the Act.

6. The lien conferred by Regulation 8 of Table A shall attach also to fully paid-up 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 person indebted or under liability to the Company, whether he shall be the sole registered holder thereof 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 of Table A shall be modified accordingly.

7. Regulation 18 of Table A shall not apply to the Company. If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

TRANSFER AND TRANSMISSION OF SHARES

8.1 Any share may be transferred at any time by any member or, in the case of a deceased member, by his or her Personal Representatives, Executors or Administrators:-

8.1.1 To any other member

8.1.2 To his or her father or mother or to any lineal descendant of such father or mother

8.1.3 To the spouse of that member or of that deceased member or of any such person as is mentioned in Clause 8.1.1

8.1.4 To the Trustees of any trust under which no beneficial interest in the share in question is or will be at any time vested in any person other than the member or any person mentioned in Clauses 8.1.2 and 8.1.3 and no power of control over the voting powers conferred by such share is or will at any time be exercisable by or be subject to the consent of any person other than such Trustees or the member or any person mentioned in Clauses 8.1.2 and 8.1.3

8.2 Any share held in the names of Trustees may be transferred into the names of new or additional Trustees on any change of Trustees

9.1 Subject to the provisions of Article 8 if any member shall desire to transfer a share then such member (hereinafter called "the Retiring Member") shall give notice in writing to the Company (hereinafter referred to as "a Sale Notice") and the Company shall be constituted his agent for the purpose of such sale. The Sale Notice may also indicate that the Retiring Member is only prepared to sell all the shares comprised in the Sale Notice. The Sale Notice may include several shares and in such case shall (unless otherwise stated in the Sale Notice) operate as if it were a separate notice in respect

of each such share (save that the operation of a Sale Notice as a separate notice in respect of each share comprised therein shall not prejudice any indication in the Sale Notice that the Retiring Member is only prepared to sell all the shares comprised in the Sale Notice and in the case of any such indication shall not oblige the Retiring Member to sell some but not all of the shares comprised in the Sale Notice).

9.2 The price at which each share the subject of a Sale Notice shall be sold (hereinafter called "the Fair Value") will be such sum as shall have been nominated by the Retiring Member in the Sale Notice and agreed to by the Directors or (in the event of no such nomination or of disagreement) as shall be certified in writing by the auditors for the time being of the Company upon the application of the Retiring Member or the Directors to be the fair value of the Company at the date of such certificate on a sale by a willing vendor to a willing purchaser calculated on a going concern basis (after taking into account goodwill and any contingent liability of the Company for taxation on unrealised capital gains and any other contingent tax liability of the Company) multiplied by a fraction the numerator of which shall be the nominal value of the share or shares comprised in the Sale Notice and the denominator of which shall be the nominal value of all the shares of the Company in issue on such date. In so certifying the auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Acts, 1950 to 1979 shall not apply. The auditors fees in respect thereof shall be borne by the Company.

9.3 In the event of an auditors' certificate being issued as to the Fair Value the Company shall give notice in writing to the Retiring Member of the sum so certified and within a period of seven days after service of such notice the Retiring Member may by further notice in writing to the Company revoke the Sale Notice as to the whole of the shares comprised therein. After the expiration of such period of seven days a Sale Notice shall not be revocable except with the sanction of the Directors.

9.4 Upon the Fair Value being fixed as aforesaid (whether by

nomination and agreement or by auditors' certificate) and provided the Retiring Member shall not have revoked the Sale Notice the Company shall forthwith by notice in writing inform each existing member (other than the Retiring Member) holding shares of the same class as the share or shares comprised in the Sale Notice of the number and the Fair Value of the said share or shares and invite each such member to state in writing to the Company within such time as may be specified in the notice (being not less than fifteen nor more than thirty-five days) whether he is willing to purchase any, and if so what, maximum number of shares so offered.

9.5 If the said members shall within the period so specified apply for all or (except when the Sale Notice provides otherwise) any of the said shares the Directors shall allocate the said shares (or as many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata (as nearly as possible) in proportion to their existing holdings of shares provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid.

9.6 If the Company shall within the space of sixty days after the date of the Sale Notice or the date of auditors' certificate (if any) as to the Fair Value, whichever shall be the later, deliver to the Retiring Member a transfer or transfers of the share or shares comprised therein such Retiring Member shall be bound upon payment of the Fair Value to deliver the transfer or transfers of the share or shares duly signed to the person or persons named as the transferee(s) in the transfer or transfers (any such person or persons being hereinafter called "the Purchasing Member") together with the definitive certificate for the same. Provided that if the Sale Notice indicated that the Retiring Member is only prepared to sell all the shares comprised in the Sale Notice the Retiring Member shall not be bound to deliver the transfer of any share comprised in the Sale Notice until payment of the full value for all such shares.

9.7 In the case of the Retiring Member after becoming bound as aforesaid making default in transferring the share or shares in question within fourteen days of the delivery of the transfer the

Company may receive the purchase money and the Retiring Member shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to sign a transfer or transfers of the share or shares to the Purchasing Member and upon the signing of such transfer or transfers the Company shall hold the purchase money in trust for the Retiring Member. The receipt of the Company for the purchase money shall be a good discharge to the Purchasing Member and after his name has been entered in the Register of members in purported exercise of this aforesaid power the validity of the proceedings shall not be questioned by any person. Provided that if the Sale Notice indicated that the Retiring member is only prepared to sell all the shares comprised in the Sale Notice the Company (and a director and secretary thereof) shall not be entitled to sign a transfer or transfers and give a good discharge as aforesaid unless and until all the purchase monies for all the relevant shares required to be sold have been received by the Company and/or the Retiring Member.

9.8 If within the time limit set under Article 9.6 hereof the Company shall not deliver to the Retiring Member a transfer of the share or shares comprised therein, or if through no default of the Retiring Member such transfer is not duly completed within the period of twenty-one days following delivery of the transfer by the Company to the Retiring Member, the Retiring Member may at any time within three calendar months of the expiry of the time limit under the said Article 9.6 but subject to Article 9.9 hereof sell and transfer such share or shares, or so many of them in respect of which no such transfer has been so delivered or in respect of which any such transfer has, through no default of the Retiring Member, not been duly completed within such period of twenty-one days as aforesaid, to any person but so that the price paid shall not be less than the Fair Value and provided that if the Sale Notice indicated that the Retiring Member is prepared to sell only all the shares comprised therein the Retiring Member shall be entitled under this Article 9.8 to transfer all but not some of such shares. Before approving any transfer the Directors may require the Retiring Member and the transferee respectively to make declarations pursuant to the Statutory Declarations Act, 1835 that the consideration paid by the transferee for the transfer of the shares is not subject to any deduction or

rebate. If the Retiring Member cannot find a purchaser at the Fair Value he may give a fresh Sale Notice.

9.9 Regulation 24 of Table A shall not apply to the Company. No share shall be transferred into the name of any person who is for the time being a minor and except as specified in Articles 8 and 9.1 to 9.7 hereof the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not a fully paid share. They may also refuse to register a transfer unless -

(a) it is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

(b) it is in respect of only one class of shares; and

(c) it is in favour of not more than four transferees.

9.10 The provisions of this Article 9 shall apply to transfers renunciations and nominations of shares and/or of the right to subscribe for shares in like manner as they apply to transfers of shares.

10. Notwithstanding execution of an instrument of a transfer of a share the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of members in respect thereof.

GENERAL MEETINGS

11.1 Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to

the Auditors for the time being of the Company.

11.2 Any form of proxy given by or on behalf of a corporation, whether or not a company within the meaning of the Act, need not be given under seal but may be signed by any duly authorised representative.

12. Regulation 41 of Table A shall not apply to the Company. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

DIRECTORS

13. A Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company.

14.1 Regulations 65 to 69 of Table A shall not apply to the Company.

14.2 Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company.

14.3 An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable

to his appointor as such appointor may by notice in writing to the Company from time to time direct.

14.4 An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence and to receive notice of all General Meetings. But it shall not be necessary to give notice of any such meeting to an alternate Director who is absent from the United Kingdom.

14.5 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director. The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office.

14.6 A Director, or any such other person as is mentioned in Article 14.2 may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

14.7 Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

15. Without prejudice to Regulations 83 and 84 and otherwise in Table A, the Directors may grant special remuneration to any member of the Board who, being called upon, shall be willing to render any special or extra services to the Company or to go or reside abroad in connection with the conduct of any of the affairs of the Company. Such

special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director and may be made payable by a lump sum or by way of salary, commission or a percentage of profits or by any or all of those modes.

16. Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company. A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

17. In addition to and without prejudice to the provisions of the Articles of Association of the Company the Directors (notwithstanding that all or any of them may be personally interested) may exercise all the powers (express or implied) of the Company howsoever relating to the establishment and maintenance and/or modification and/or discontinuance and/or winding up of pension, life insurance and/or superannuation schemes, policies and arrangements and of subscription and/or guarantee of money for charitable, political and/or benevolent purposes.

NUMBER OF DIRECTORS

18. Unless and until otherwise determined by the Company in general meeting the minimum number of Directors shall be one.

19. The quorum necessary for the transaction of the business of the Directors shall be one.

BORROWING POWERS

20. The Directors may exercise all the powers (express or implied) of the Company to borrow money and subject (in the case of any security convertible into shares) to Section 80 of the Act to

mortgage or charge its undertaking, property and uncalled capital or any part thereof 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.

NOTICES

21. A notice may be given to the Company or to any officer of the Company by leaving the same at or by sending it by post in a prepaid envelope to the registered office of the Company.

WINDING UP

22. Regulation 117 of Table A shall not apply to the Company. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and with like sanction determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

23. Regulation 118 of Table A shall not apply to the Company. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs charges and expenses losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including but without limitation any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage

or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.



COMPANIES FORM No. 123

**Notice of increase
in nominal capital**

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

[216]

1641046

Name of company

*Insert full name
of company

* MILLARD HOLDINGS LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 8th December 1986 the nominal capital of the company has been
increased by £ 499,000 beyond the registered capital of £ 1,000.

†The copy must be
printed or in some
other form approved
by the registrar

†A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:

The increased share capital of the company is divided into 299,000
Ordinary shares of £1 each ranking pari passu with the existing
ordinary shares of the company and 200,000 8.5% Cumulative Preference
shares of £1 each having attached thereto the rights and privileges
and being subject to the limitations and restrictions set forth
in the Articles of Association of the company.

Please tick here if
continued overleaf



Delete as
appropriate

Signed

CSK Morris

[Director][Secretary]s Date

8-12-86.

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

Ryland, Martineau & Co.,
41 Church Street,
Birmingham B3 2DY.

Ref: MRW

For official use

General section

Post room





19

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

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

To the Registrar of Companies

For official use

Company number

1641046

Name of company

* MILLARD HOLDINGS LIMITED

*Insert full name of company

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 as shown below:

Note
Please read notes 1 to 5 overleaf before completing this form

Day Month

3	0	0	6
---	---	---	---

*Delete as appropriate

The current accounting reference period of the company is to be treated as [shortened] ~~XXXXXX~~ and is to be treated as having come to an end [will come to an end] on

Day Month Year

3	0	0	6	1	9	8	7
---	---	---	---	---	---	---	---

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

See note 4c and complete as appropriate

The company is a [subsidiary] [holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

Signed Gordon Brown [Director] [Secretary]† Date 28.7.87

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

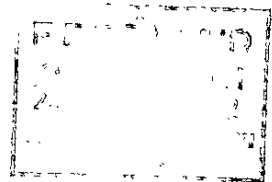
For official use
General Section

Post room

28 JUL 1987	9
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7/3

SPECIAL RESOLUTION ON CHANGE OF NAME
COMPANIES ACTS



COMPANY NUMBER ...1641046.....

COMPANY NAME ...MILLARD HOLDINGS LIMITED.....

At an Extraordinary General* / ~~Annual General Meeting~~* Meeting of the members of the above name company, duly convened and held at:

Ashbourne Road, Mackworth, Derby. DE3 4NB
.....

on the ...19th. day of January..... 19 88....

the following Special Resolution was duly passed:

That the name of the Company be changed to:

NEW NAME Hassall Homes Limited
.....

25/2/88
JRE

Signature
~~Chairman/Director, Secretary or Officer of the Company~~

Notes:

* Please delete as appropriate

N.B. The copy Resolution must be filed with the Registrar of Companies within 15 days after the passing of the Resolution. Please insert name and address to which the certificate is to be sent.

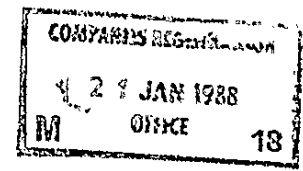
Please send certificate to:

Mr J.E. Cawdron,
Group Secretary,
Raine Industries plc.,
Ashbourne Road,
Mackworth,
DERBY. DE3 4NB



NC 19 (1985)

BHR
101676.
L20
Pa.



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1641046

I hereby certify that

MILLARD HOLDINGS LIMITED

having by special resolution changed its name,
is now incorporated under the name of

HASSALL HOMES LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 23 FEBRUARY 1988

Mrs. M. Moss
MRS. M. MOSS

an authorised officer

No. of Company: 1641046

form No. C.A. 51

THE COMPANIES ACTS 1948 TO 1976

(COPY)

H.A.S.S

30's

ORDINARY

resolution (1)

pursuant to section 141 of the Companies Act 1948

of MELLARD HOLDINGS LIMITED

..... Limited

Passed the 26th day of JANUARY 1988

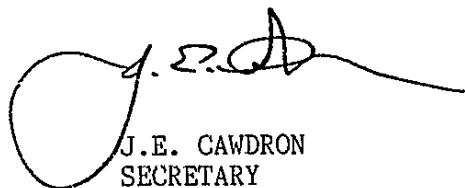
At an Extraordinary General Meeting of the members of the above-named company, duly convened and held at ASHBOURNE ROAD, MACKWORTH, DERBY. DE3 4NB.

on the 26th day of JANUARY 1988

the following (1) RESOLUTION was duly passed:—

(2)

THAT THE COMPANY'S SHARE CAPITAL BE INCREASED TO £5 MILLION BY THE CREATION OF 4,500,000 ORDINARY SHARES OF £1 EACH.


J.E. CAWDRON
SECRETARY

NOTES:

(1) Insert "Special" or "Extraordinary" as the case may be.

(2) This copy Resolution must be signed by the Chairman of the Meeting or a Director or the Secretary of the Company, and must then be filed with the Registrar of Companies within 15 days after being passed.



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



COMPANIES FORM No. 123

**Notice of increase
in nominal capital**

123

H.A.S.S.

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

* insert full name
of company

§ the copy must be
printed or in some
other form approved
by the registrar

To the Registrar of Companies

For official use

Company number

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

1641046

Name of company

* MILLARD HOLDINGS LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 26th JANUARY, 1988 the nominal capital of the company has been increased by £ 4,500,000 beyond the registered capital of £ 500,000.

A copy of the resolution authorising the increase is attached. §

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follow:

Please tick here if
continued overleaf

☐

† delete as
appropriate

Signed

[Director] [Secretary] † Date

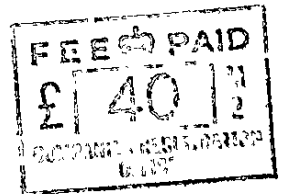
2.2.88

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

For official Use
General Section

Post room

21/12



SPECIAL RESOLUTION ON CHANGE OF NAME
COMPANIES ACTS

COMPANY NUMBER 1641046
COMPANY NAME HASSALL HOMES LIMITED

At an Extraordinary General*/~~Annual General~~*/~~General~~* Meeting of the members of the above named company, duly convened and held at:

ASHBOURNE ROAD, MACKWORTH, DERBY

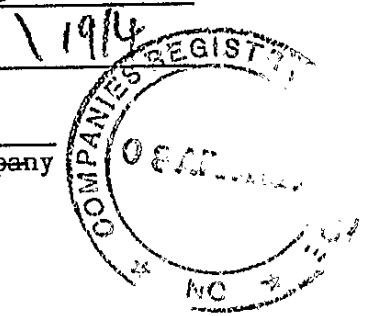
on the 28TH day of MARCH 1988

the following Special Resolution was duly passed:

That the name of the Company be changed to:

NEW NAME HASSALL HOMES GROUP LIMITED

Signature [Signature]
~~Chairman, Director, Secretary or Officer of the Company~~

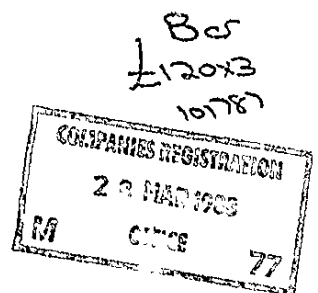


Notes:

* Please delete as appropriate

N.B. The copy Resolution must be filed with the Registrar of Companies within 15 days after the passing of the Resolution. Please insert name and address to which the certificate is to be sent:

MR. J. E. CAWDRON
GROUP SECRETARY
RAIRIE INDUSTRIES PLC
ASHBOURNE ROAD
MACKWORTH
DERBY DE3 4NB.



Enclosed: A SCHEDULE OF HASSALL HOMES LIMITED AND ITS
SUBSIDIARY COMPANIES.

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1641046

I hereby certify that

HASSALL HOMES LIMITED

having by special resolution changed its name,

is now incorporated under the name of

HASSALL HOMES GROUP LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 19 APRIL 1988


MRS C R WILLIAMS

an authorised officer

1641046

number of company
form No. 27

THE COMPANIES ACTS 1948 to 1976
COMPANY LIMITED BY SHARES

[COPY]

ordinary resolution(s)

of Hassall Homes Group Limited

Limited

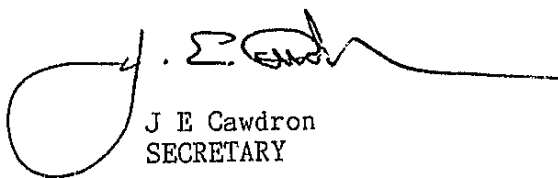
Passed the 30th day of June 19 88

At an Extraordinary General Meeting of the above-named Company, duly convened
and held at ASHBOURNE ROAD, MACKWORTH, DERBY, DE3 4NB

on the 30th day of JUNE 19 88

the following ORDINARY RESOLUTION(S) was/were duly passed:—

THAT THE COMPANY'S SHARE CAPITAL BE INCREASED TO £25 MILLION
BY THE CREATION OF 20,000,000 ORDINARY SHARES OF £1 EACH.


J E Cawdron
SECRETARY



NOTES.

- (1) This copy Resolution should be signed by the Chairman of the Meeting OR by a Director OR by the Secretary of the Company whose position should be stated under his name.
- (2) This copy Resolution is required to be filed with the registrar of companies within 15 DAYS after it has been passed and can be sent to Jordan & Sons Ltd for that purpose.



Printed & Supplied by:—

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

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

1641046

Name of company

* HASSALL HOMES GROUP LIMITED* Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 30 June 1988 the nominal capital of the company has been
increased by £ 20,000,000 beyond the registered capital of £ 5,000,000.

5 the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.5

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

To rank pari passu with existing Ordinary Shares in issue

Please tick here if
continued overleaf☐† delete as
appropriate

Signed

[Director][Secretary]† Date

30.6.88

Presenter's name address and
reference (if any):For official Use
General Section

Post room

