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THE COMPANIES ACTS 1948 TO 1980
Declaration of compliance with the
requirements on application for registration
of a company

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

41a

For official use

Company number

--	--	--

1738930

Name of Company

PRECIS (182) LIMITED

I, LEON NEAL

of 34 Hill Crest, Tunbridge Wells, Kent

do solemnly and sincerely declare that I am [†] a person named as director in
the Statement delivered under Section 21 of the Companies Act 1976
of PRECIS (182) 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 Swan House, 35 Queen Street
in the City of London

Signature of Declarant

Leon Neal

the 15 day of June
One thousand nine hundred and eighty three

before me A.T. Whitehead.

A Commissioner for Oaths†

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

Herbert Smith & Co.,
Watling House,
35/37 Cannon Street,
London, EC4M 5SD

Ref: 19/C84

For official use
New companies section

Post room



Please do not write in
this binding margin ↓

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

* Insert full name of
company

† 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

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

THE COMPANIES ACTS 1948 to 1981

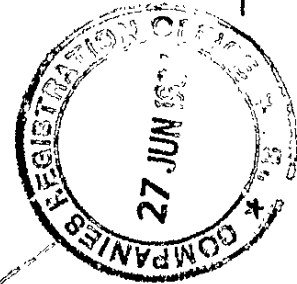
COMPANY LIMITED BY SHARES

1738920/3

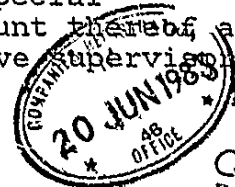
MEMORANDUM OF ASSOCIATION

of

PRECIS (182) LIMITED



1. The name of the Company is "PRECIS (182) LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (A) To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.
 - (B) To acquire any shares, stock, debentures, debenture stock, bonds, notes, obligations, or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
 - (C) To exercise and enforce all rights and powers conferred by or incident to the ownership of any shares stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervision



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03143K

Herbert Smith

19/C84

and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.

- (D) To acquire by any means any real or personal property or rights whatsoever.
- (E) To carry on any other business which may seem to the Company capable of being conducted directly or indirectly for the benefit of the Company.
- (F) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (G) To acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection therewith, or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon.
- (H) To acquire and hold shares or other interests in or securities of any other company and otherwise invest and deal with the moneys of the Company.
- (I) To lend money or give credit to such persons on such terms as may seem expedient.
- (J) To borrow money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, the discharge by the Company or any other person of any obligation or liability.
- (K) To guarantee the performance of any obligation by any person whatsoever.
- (L) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

- (M) To apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licences or authorisations of any government, state, municipality, or other authority for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its Members.
- (N) To enter into any arrangement with any governments or authorities (supreme, municipal, local or otherwise), or any corporation, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (O) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and 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 any such subsidiary or of any of the predecessors of the Company or any such other company as aforesaid, or who may be or have been 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 to establish, subsidise and subscribe to any institutions, associations, societies, trusts, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of, the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (P) To procure the Company to be registered or recognised in any part of the world.
- (Q) To promote any other company for the purpose of acquiring all or any of the property and/or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or 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 as aforesaid.

- (R) To dispose by any means of the whole or any part of the assets of the Company.
- (S) To do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (T) 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 the word "company" in this clause, except where used in reference to the 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 the objects specified in each of the paragraphs of this clause shall be regarded as independent objects; and accordingly shall in nowise 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.

- 4. The liability of the Members is limited.
- 5. The share capital of the Company is £100, divided into one hundred shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber

Leon Neal

Leon Neal
34 Hill Crest
Tunbridge Wells
Kent

One

Accountant

Louise Ann Hayman
37 Mildmay Grove
London N1 4RL

Louise Hayman

One

Solicitor

DATED this 15th day of JUNE, 1983

WITNESS to the above Signatures:-

Bernd Ratzke
BERND RATZKE
12 Regency Drive
West Byfleet
Weybridge
Surrey
KT14 6EN

Solicitor

THE COMPANIES ACTS, 1948 to 1981

COMPANY, LIMITED BY SHARES

1738920/4

ARTICLES OF ASSOCIATION

of

PRECIS (182) LIMITED

1. The regulations set out in Part I of Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967, 1976 1980 and 1981 ("Table A") shall apply to this Company save in so far as they are varied or excluded by or are inconsistent with the Articles hereinafter contained.
2. Regulations 24, 53, 75, 77, 89 to 97 (inclusive) and 106 of Table A shall not apply to the Company.
3. The Company is a private company.
4. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Two members present in person or by proxy shall be a quorum.
5. Subject to the provisions of these Articles the Company may allot any equity securities (as defined in section 17 of the Companies Act 1980) as if that section did not apply to the allotment, and references in this Article to the allotment of equity securities include references to the grant of a right to subscribe for or to convert any securities into relevant shares (as so defined) in the Company.
6. A resolution in writing signed by all the Members for the time being entitled to vote shall be as effective for all purposes as an Ordinary Resolution duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Members.
7. Unless and until otherwise determined by the Company in general meeting the Directors shall not be less than two in number.

8. The Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share whether or not it is a fully paid share.
9. A Member or Members holding a majority in nominal value of the issued Ordinary Shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors, either as an addition to the existing Directors or to fill any vacancy, and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Member or Members making the same, or in the case of a Member being a company signed by one of its directors on its behalf, and shall take effect upon lodgment at the registered office of the Company.
10. The Directors shall have power at any time, and from time to time, to appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors.
11. The Company may at any time and from time to time by Ordinary Resolution appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors and, without prejudice to the provisions of the Act, may at any time remove a Director from office, provided that any such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company.
12. No person shall be disqualified from being or becoming a Director by reason of his attaining or having attained the age of 70 or any other age.
13. The proviso to regulation 79 of Table A shall not apply to the Company.
14. Each Director shall have the power from time to time to appoint with the approval of the Board of Directors (such approval not to be unreasonably withheld) any person to act as alternate Director in his place at all meetings, in all proceedings in which, and on all occasions when he shall not himself act, and on such appointment being made the alternate Director shall except as to remuneration be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company. An alternate Director shall be an officer of the Company and shall alone be responsible for his own acts and defaults and he shall not be deemed to be an agent of the Director appointing him and the Director so appointing shall not be responsible for the acts and defaults of an alternate Director so appointed. An alternate Director shall ipso facto vacate office if and when the Director so nominating him vacates office as a Director or removes the nominee from office. Every such nomination and removal under this

Article shall be effected in writing under the hand of the Director making the same and shall take effect on delivery to the registered office of the Company. The remuneration of an alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such part (if any) of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.

15. A Director and alternate Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company, and at any separate meeting of the holders of any class of shares in the Company.
16. The words "and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose" at the end of regulation 86 of Table A shall not apply to the Company.
17. A Director (including an alternate Director) who has duly declared his interest therein 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 counted in the quorum when any such contract or arrangement is under consideration, and paragraphs (2) and (4) of regulation 84 of Table A shall not apply to the Company.
18. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.
19. Every Director 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. This Article shall only have effect however insofar as its provisions are not avoided by section 205 of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Leon Neal

Leon Neal
34 Hill Crest
Tunbridge Wells
Kent

Accountant

Louise Ann Hayman
37 Mildmay Grove
London N1 4RL

Louise Hayman

Solicitor

Dated this 15th day of JUNE, 1983

WITNESS to the above signatures:-

Bernd Ratzke
BERND RATZKE
12 Regency Drive
West Byfleet
Weybridge
Surrey
KT14 6EN

Solicitor

G

THE COMPANIES ACTS 1948 TO 1976

Form No. 1

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 block lettering

* delete if
inappropriate

Company number

1738920

Name of company

PRECIS (162)	Limited *
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The intended situation of the registered office of the
company on incorporation is as stated below

Watling House
35/37 Cannon Street
London EC4M 5SD

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

Herbert Smith & Co.,
Watling House 35/37 Cannon Street,
London, EC4M 5SD

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

--

Presentor's name, address and
reference (if any):
Herbert Smith & Co.,
Watling House,
35/37 Cannon Street,
London, EC4M 5SD

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:—

Please do not write in this binding margin

Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	LEON NEAL	Business occupation	ACCOUNTANT
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	34 Hill Crest Tunbridge Wells Kent	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
PROGRESSIVE DISTRIBUTION LIMITED			
NEAL AND OSTROM LIMITED			
I hereby consent to act as director of the company named on page 1			
Signature	<i>Leon Neal</i>	Date	15 JUN 1983

Name (note 2)	LOUISE ANN HAYMAN	Business occupation	SOLICITOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	36 MILDMAV GROVE LONDON N1 4RL	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
NONE			
I hereby consent to act as director of the company named on page 1			
Signature	<i>Louise Hayman</i>	Date	15 JUN 1983

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 do not write in
this binding margin

Important

The particulars to be given
are those referred to in
section 21(2)(b) of the
Companies Act 1976 and
section 200(3) of the
Companies Act 1948.
Please read the notes on
page 4 before completing
this part of the 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 and 7)	OFFICE ORGANIZATION & SERVICES LIMITED	
Former name(s) (note 3)		
Address (notes 4 and 7)	Watling House, 35/37 Cannon Street, London, EC4M 5SD	
I hereby consent to act as secretary of the company named on page 1		
Signature	<i>Leon Neal</i> OFFICE ORGANIZATION & SERVICES LIMITED	Date 15 JUN 1983

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

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

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

Ø delete as appropriate

Signature *Leon Neal* [Subscriber] [Agent] Ø Date 15 JUN 1983

Signature *Louise Hayne* [Subscriber] [Agent] Ø Date 15 JUN 1983

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1738920

I hereby certify that

PRECIS (182) 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 the Companies Registration
Office, Cardiff the

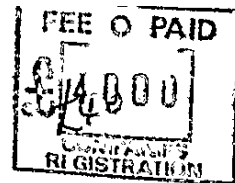
12TH JULY 1983

A handwritten signature in dark ink, appearing to read 'P. C. Coates'.

P. C. COATES

an authorised officer

Registered Number: 1738920 *17/2.1.84*



THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

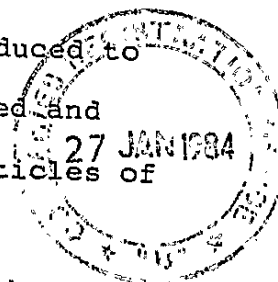
PRECIS (182) LIMITED

(Passed on the 9th day of January, 1984)

At an Extraordinary General Meeting of the Company duly convened and held at 35/37 Cannon Street, London EC4M 5SD on *9th January 1984* 1984 the following resolutions were passed as Special Resolutions:

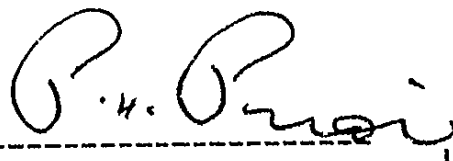
SPECIAL RESOLUTIONS

1. That the name of the Company be altered, subject to the consent of the Registrar of Companies, to "THE SUMMERLEAZE GRAVEL COMPANY LIMITED".
2. The Memorandum of Association be amended by the deletion of Clause 3.(A) and the substitution therefor of Clause 3.(A) to 3.(E) inclusive, in the form produced to the meeting and signed by the Chairman.
3. That the Articles of Association in the form produced to the meeting and signed by the Chairman be approved and adopted in the place of the Company's current Articles of Association.
4. That the authorised share capital of the Company be increased to £1,180 by the creation of 1,080 new Ordinary Shares of £1 each.



*MESSIS 1 COUTTS
L40-CO
036884*

5. That the Option Agreement between the Company, Peter Herbert Prior and Helen Ruth Robertson and the Service Agreement between the Company and Helen Ruth Robertson in the forms produced to the meeting and signed by the Chairman be approved pursuant to Section 47(5) of the Companies Act 1981 and S.48(3) of the Companies Act 1980 respectively.
6. That the directors be and are hereby generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities (within the meaning of S.14 of the Companies Act 1980) up to an aggregate nominal amount of £1,178 provided that this authority shall expire three months from the date of the passing of this Special Resolution save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority hereby conferred shall have expired.
7. That, subject to the passing of the previous resolution, the directors be and they are hereby given power pursuant to S.18 of the Companies Act 1980 to allot equity securities (within the meaning of S.17 of that Act) pursuant to the authority conferred by the previous resolution as if S.17(1) did not apply to any such allotment.



Chairman

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1738920

I hereby certify that

PRECIS (182) LIMITED

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

THE SUMMERLEAZE GRAVEL COMPANY
LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 10TH FEBRUARY 1984

A handwritten signature in dark ink, appearing to read 'F. C. V. Dusher'.

F. C. V. DUSHER
an authorised officer

P.H. Puri Chairman

HSCD/D3E3716/B

5/3

THE COMPANIES ACTS 1948 to 1981

1738920

11

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

PRECIS (182) LIMITED

(as amended by special resolution passed on 9th January 1984)

1. The name of the Company is "PRECIS (182) LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (A) To carry on at such places in the United Kingdom or elsewhere, as may be determined by the Directors of the Company, all or any of the businesses following, that is to say the businesses of owners, lessees, licensees or developers of pits, quarries or fields of sand, lime, clay or other minerals or mineral substances; to purchase, sell, market or otherwise deal in sand, lime, clay, minerals or other mineral substances; to carry on in all its branches the business of merchants of sand, lime, bricks, tiles, pottery and other kindred substances or articles;
 - (B) To carry on business in ordinary or specialised agriculture, sheep, pig, cattle, horse and other stock raising; poultry, fruit and other farm, plantations, market gardens and orchards.
 - (C) To carry on the business of manufacturers and repairers of and dealers in, ^{towers} ~~all~~ kinds of motor vehicles of any description, and all accessories and parts of motor vehicles, and in conjunction therewith to carry on business as garage proprietors, and to trade as haulage, cartage and storage contractors and general carriers by road, rail, water or air.

P.H.P.
P.H.P.



- P.H.P.
- (D) To carry on business as builders and engineering contractors, house decorators and painters, house, land and estate agents and to undertake all or any of the operations carried out by constructional, mechanical and general engineers, general metal foundries and merchants, welders and brazers, wheelwrights, tyre and general smiths, coal coke, firewood and general fuel merchants.
 - (E) To act as merchants and shippers, trade and commission agents, and to carry on ^{any} other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
 - (F) To acquire any shares, stock, debentures, debenture stock, bonds, notes, obligations, or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
 - (G) To exercise and enforce all rights and powers conferred by or incident to the ownership of any shares stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
 - (H) To acquire by any means any real or personal property or rights whatsoever.
 - (I) To carry on any other business which may seem to the Company capable of being conducted directly or indirectly for the benefit of the Company.
 - (J) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
 - (K) To acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to

carry on any business which the Company is authorised to carry on or which can be carried on in connection therewith, or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon.

- (L) To acquire and hold shares or other interests in or securities of any other company and otherwise invest and deal with the moneys of the Company.
- (K) To lend money or give credit to such persons on such terms as may seem expedient.
- (N) To borrow money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, the discharge by the Company or any other person of any obligation or liability.
- (O) To guarantee the performance of any obligation by any person whatsoever.
- (P) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (R) To apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licences or authorisations of any government, state, municipality, or other authority for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its Members.
- (S) To enter into any arrangement with any governments or authorities (supreme, municipal, local or otherwise), or any corporation, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (T) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds

(whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and 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 any such subsidiary or of any of the predecessors of the Company or any such other company as aforesaid, or who may be or have been 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 to establish, subsidise and subscribe to any institutions, associations, societies, trusts, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of, the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- (U) To procure the Company to be registered or recognised in any part of the world.
- (V) To promote any other company for the purpose of acquiring all or any of the property and/or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or 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 as aforesaid.
- (W) To dispose by any means of the whole or any part of the assets of the Company.
- (X) To do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (Y) 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 the word "company" in this clause, except where used in reference to the 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 the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly

shall in nowise 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.

4. The liability of the Members is limited.
5. * The share capital of the Company is £1,180, divided into shares of £1 each.

* The capital of the Company was increased from £100 by special resolution passed on 9th January 1984.

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

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber

Leon Neal,
34 Hill Crest,
Tunbridge Wells,
Kent

One

Accountant

P.P. *Ann*
Louise Hayman
36 Mildmay Grove,
London N1

One

Solicitor

DATED this 15th day of June 1983

WITNESS to the above Signatures:-

BERND RATZKE
12 Regency Drive,
West Byfleet,
Weybridge,
Surrey.
KT14 6EN

Solicitor

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

PRECIS (182) LIMITED

adopted by special resolution passed on 9th January 1984

1. The regulations set out in Part I of Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967, 1976 1980 and 1981 ("Table A") shall apply to this Company save in so far as they are varied or excluded by or are inconsistent with the Articles hereinafter contained.
2. Regulations 24, 53, 75, 77, 89 to 97 (inclusive) and 106 of Table A shall not apply to the Company.
3. The Company is a private company.
4. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Two members present in person or by proxy shall be a quorum.
5. A resolution in writing signed by all the Members for the time being entitled to vote shall be as effective for all purposes as if such Resolution had been duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Members.
6. Unless and until otherwise determined by the Company in general meeting the Directors shall not be less than two in number.
7. (1) No share shall be transferred to any person otherwise than in accordance with the subsequent provisions of this Article.

(2) A holder of shares may at any time transfer all or any such shares:-

- (i) in the case of a corporate holder to any other body corporate which is the holding company of the holder or a subsidiary of the holder or of its holding company; or
 - (ii) in the case of an individual :-
 - (a) to a privileged relation (as defined below);
 - (b) to trustees to be held on family trusts (as defined below);
 - (c) to another member;
 - (iii) to a nominee of the holder or, where the holder is a nominee for any other person, to that person or to another nominee for him provided that in any such case the transferor certifies to the Company that no beneficial interest in the share passes by reason of the transfer.
- (3) Where shares are held by trustees upon family trusts:-
- (i) such shares may on any change of trustees be transferred to the new trustees;
 - (ii) such shares may at any time be transferred to any person to whom under this paragraph the same could have been transferred by the settlor if he had been the holder thereof; and
 - (iii) if and whenever any such shares cease to be held upon family trusts (otherwise than in consequence of a transfer authorised by sub-paragraph (ii) of this paragraph) the trustees shall be deemed to have given a Transfer Notice in accordance with paragraph (5)(i) below in respect of the shares in question.
- (4) For the purposes of this Article:-
- (i) "privileged relation" in relation to a holder means the spouse of the holder and their children and grandchildren or nephews and nieces being grandchildren of R.S. Prior (deceased) and the trustees of their family trusts and in the case of Mrs. Helen Robertson or any privileged relation of hers shall also include Mr. Peter Prior and any privileged relation of his;
 - (ii) "family trusts" in relation to a holder means trusts under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the holder or his or her privileged relations or any other member and his or her privileged relations and no power or control over the voting powers conferred by such shares is for the time being exercisable

by or subject to the consent of any person other than the trustees as trustees of such holder or his privileged relations;

- (iii) "settlor" includes a testator or an intestate in relation to family trusts arising respectively under a testamentary disposition or an intestacy;
 - (iv) "transfer" includes the disposal of or other dealing with any share (including an allotted share) or any interest therein whether absolutely partially or by way of charge and the expression "to transfer" shall be construed accordingly;
 - (v) "Third Party" means any person who is not a member of the Company at the date of adoption of these Articles or Association or a privileged relation in respect of any such member or (in the case of a member being trustees of a family trust) any person in which is vested the immediate beneficial interest under such trust or a member of the County Bank Limited Group; and
 - (vi) "County Bank Limited Group" means County Bank Limited and any holding company thereof and any subsidiary of such holding company (as defined in Section 154 of the Companies Act 1948) thereof.
- (5) Except as provided in paragraphs (2) and (3) of this Article, the right to transfer shares in the Company shall be subject to the following restrictions, namely:-
- (i) A person proposing to transfer any shares (below called "the proposing transferor") shall by notice in writing (below called "a Transfer Notice") to the Company state that he desires to transfer the same and a price (below called "the prescribed price") at which he proposes to transfer them; and the Transfer Notice shall constitute the Directors his agents for their sale at the prescribed price in accordance with this Article. A Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors
 - (ii) All shares which are the subject of a Transfer Notice shall, within 7 days after the Transfer Notice is received by the Company be offered by the Directors in writing on one and the same day to each holder of Ordinary Shares other than the proposing transferor for purchase at the prescribed price inviting him irrevocably to state in writing to the Company within 42 days from the date of the offer whether he is willing to purchase any and if so what number of shares
 - (iii) If on expiry of the offers one or more offerees

(below called "purchasers") shall have stated willingness to purchase at the prescribed price all the Shares concerned, the Directors shall allocate to the purchasers in proportion (as nearly as may be and without allocating to any purchaser more Shares than he shall have stated willingness to purchase) to their existing holdings of Ordinary Shares and shall give notice in writing thereof to the proposing transferor, and he shall be bound, on the payment of the prescribed price, to transfer such shares to the purchasers. Such notice to the proposing transferor shall state the name and address of each purchaser and the purchase shall be completed at a place and time to be appointed by the Directors not being less than fourteen days nor more than twenty one days after the date of such notice.

- P.H.P.
- (iv) If in any case a proposing transferor, after having become bound to transfer any Shares to a purchaser, shall default in so doing the Directors may authorise some person to execute any necessary transfers in favour of the purchaser and receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the Shares and hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, who shall not be bound to see to the application thereof, and after the name of the purchaser shall have been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person

- P.H.P.
- (v) If on expiry of the offers no offerees shall have stated willingness to purchase all the Shares specified in a Transfer Notice, then the Directors shall so inform the proposing transferor by notice in writing and the proposing transferor at any time within four months after the date on which he is so informed may transfer the Shares to any person (subject to sub-clause (6) below) on a bona fide sale at any price not being less than the prescribed price; provided that the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

- (vi) On the death or bankruptcy of any holder of shares being an individual or upon the liquidation (voluntary or otherwise) of any holder of shares being a corporation (other than for the purposes

or reconstruction or amalgamation) such holder shall be deemed to have given immediately prior to such death, bankruptcy or liquidation (as the case may be) a Transfer Notice in respect of all shares registered in the name of such holder, unless in the case of death only, such shares shall forthwith be transferred to a privileged relative of or on family trusts of the deceased. For the purposes of any such deemed transfer the prescribed price shall be the fair value of the Shares concerned

- P.H.P.
- (vii) The fair value of a Share shall be determined (ignoring the fact, if it be the case, that the Shares which are the subject of a Transfer Notice constitute a minority holding and on the basis of a sale on the open market⁴¹ between a willing seller and a willing purchaser) and certified by an accountant nominated by agreement between the proposing transferor and the Directors or (in default of such agreement) by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either of them, such accountant to act as an expert and not as an arbitrator in so determining and certifying and his decision to be final; and the cost of obtaining the accountant's certificate shall be borne by the Company.

- (6) Notwithstanding the other provisions of this Article, no shares may be transferred to a Third Party who will after the transfer beneficially own 25 per cent. or more of the issued share capital at that time of the Company unless the Third Party makes a written offer (open for acceptance in England for a period of at least 21 days and with the adequate security as to the performance of its obligations) to all the holders of Ordinary Shares to purchase all such shares at the same price per share and completes the purchase of all shares in respect of which such offer is accepted at the same time as he completes the purchase of the Shares, the proposed transfer of which required a written offer to be made pursuant to this article, and any transfer pursuant to any such written offer shall not require the transferor to give a Transfer Notice in accordance with paragraph (5) above.
- (7) The Directors shall not be entitled to decline to register the transfer of any shares made pursuant to the foregoing provisions of this Article, save
- (a) where the Directors have substantial reasons for believing that a transfer purportedly made in accordance with the foregoing provisions of this Article is not in fact in accordance therewith;
 - (b) the transfer is of a share on which the Company has a lien;

- (c) the transfer is of a share (not being a fully paid share) to a person of whom they disapprove.
8. (1) A Member or Members holding a majority in nominal value of the issued Ordinary Shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors, either as an addition to the existing Directors or to fill any vacancy, and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Member or Members making the same, or in the case of a Member being a company signed by one of its directors on its behalf, and shall take effect upon lodgment at the registered office of the Company.
- (2) Until the later of (a) the date on which the option contained in an Option Agreement dated 9th January 1984 made between the Company and County Bank Limited shall have expired and (b) the date on which County Bank Limited or other the allottee(s) of Ordinary Shares on the exercise of the option shall all have ceased to be members of the Company, County Bank Limited may from time to time and at any time appoint any one person to be a Director of the Company: and any Director so appointed shall hold office subject only to the provisions of Regulation 88(b) to (e) inclusive in Part 1 of Table "A" and may at any time be removed from office by County Bank Limited.
- (3) Any appointment or removal of a Director under the foregoing paragraph (2) shall be in writing under the hand of a duly authorised officer or attorney of County Bank Limited served on the Company by being sent to or left at the registered office of the Company.
9. The Directors shall have power at any time, and from time to time, to appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors.
10. The Company may at any time and from time to time by Ordinary Resolution appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors and, without prejudice to the provisions of the Act, may at any time remove a Director from office, provided that any such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company.
11. No person shall be disqualified from being or becoming a Director by reason of his attaining or having attained the age of 70 or any other age.
12. The proviso to regulation 79 of Table A shall not apply to the Company.

13. (1) The Company may purchase its own shares including any redeemable shares.
- (2) The Company may make payments in respect of the purchase of its own shares otherwise then out of the the proceeds of a fresh issue of shares or of distributable reserves
14. Each Director shall have the power from time to time to appoint with the approval of the Board of Directors (such approval not to be unreasonably withheld) any person to act as alternate Director in his place at all meetings, in all proceedings in which, and on all occasions when he shall not himself act, and on such appointment being made the alternate Director shall except as to remuneration be subject in all respects to the terms and conditions existing with reference to the Director of the Company who shall have appointed him. An alternate Director shall be an officer of the Company and (as between the Company and such alternate) shall alone be responsible for his own acts and defaults and he shall not be deemed to be an agent of the Director appointing him and (as between the Company and such alternate) the Director so appointing shall not be responsible for the acts and defaults of an alternate Director so appointed. An alternate Director shall ipso facto vacate office if and when the Director so nominating him vacates office as a Director or removes the nominee from office. Every such nomination and removal under this Article shall be effected in writing under the hand of the Director making the same and shall take effect on delivery to the registered office of the Company. The remuneration of an alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such part (if any) of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.
15. A Director and alternate Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company, and at any separate meeting of the holders of any class of shares in the Company.
16. The words "and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose" at the end of regulation 86 of Table A shall not apply to the Company.
17. A Director (including an alternate Director) who has duly declared his interest therein 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 counted in the quorum when any such contract or arrangement is under consideration, and paragraphs (2) and (4) of regulation 84 of Table A shall not apply to the Company.
18. For so long as County Bank Limited shall have the right to

appoint a director under Article 9(2) the Company shall send to County Bank Limited a copy of every notice and other document sent to members.

19. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.
20. Every Director 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. This Article shall only have effect however insofar as its provisions are not avoided by section 205 of the Act.

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THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

THE SUMMERLEAZE GRAVEL COMPANY LIMITED

(as amended by special resolution passed on 9th January 1984)

-
1. The name of the Company is "THE SUMMERLEAZE GRAVEL COMPANY LIMITED". *
 2. The registered office of the Company will be situate in England.
 3. The objects for which the Company is established are:-
 - (A) To carry on at such places in the United Kingdom or elsewhere, as may be determined by the Directors of the Company, all or any of the businesses following, that is to say the businesses of owners, lessees, licensees or developers of pits, quarries or fields of sand, lime, clay or other minerals or mineral substances; to purchase, sell, market or otherwise deal in sand, lime, clay, minerals or other mineral substances; to carry on in all its branches the business of merchants of sand, lime, bricks, tiles, pottery and other kindred substances or articles;
 - (B) To carry on business in ordinary or specialised agriculture, sheep, pig, cattle, horse and other stock raising; poultry, fruit and other farm, plantations, market gardens and orchards.
 - (C) To carry on the business of manufacturers and repairers of and dealers in all kinds of motor vehicles of any description, and all accessories and parts of motor vehicles, and in conjunction therewith to carry on business as garage proprietors, and to trade as haulage, cartage and storage contractors and general carriers by road, rail, water or air.

* The name of the Company was changed, subject to the consent of the Registrar of Companies, by Special Resolution passed on 9th January 1984.



- (D) To carry on business as builders and engineering contractors, house decorators and painters, house, land and estate agents and to undertake all or any of the operations carried out by constructional, mechanical and general engineers, general metal founders and merchants, welders and brazers, wheelwrights, tyre and general smiths, coal coke, firewood and general fuel merchants.
- (E) To act as merchants and shippers, trade and commission agents, and to carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (F) To acquire any shares, stock, debentures, debenture stock, bonds, notes, obligations, or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
- (G) To exercise and enforce all rights and powers conferred by or incident to the ownership of any shares stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
- (H) To acquire by any means any real or personal property or rights whatsoever.
- (I) To carry on any other business which may seem to the Company capable of being conducted directly or indirectly for the benefit of the Company.
- (J) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (K) To acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to

carry on any business which the Company is authorised to carry on or which can be carried on in connection therewith, or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon.

- (L) To acquire and hold shares or other interests in or securities of any other company and otherwise invest and deal with the moneys of the Company.
- (K) To lend money or give credit to such persons on such terms as may seem expedient.
- (N) To borrow money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, the discharge by the Company or any other person of any obligation or liability.
- (O) To guarantee the performance of any obligation by any person whatsoever.
- (P) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (R) To apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licences or authorisations of any government, state, municipality, or other authority for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its Members.
- (S) To enter into any arrangement with any governments or authorities (supreme, municipal, local or otherwise), or any corporation, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (T) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds

(whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and 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 any such subsidiary or of any of the predecessors of the Company or any such other company as aforesaid, or who may be or have been 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 to establish, subsidise and subscribe to any institutions, associations, societies, trusts, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of, the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- (U) To procure the Company to be registered or recognised in any part of the world.
- (V) To promote any other company for the purpose of acquiring all or any of the property and/or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or 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 as aforesaid.
- (W) To dispose by any means of the whole or any part of the assets of the Company.
- (X) To do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (Y) 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 the word "company" in this clause, except where used in reference to the 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 the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly

shall in nowise 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.

4. The liability of the Members is limited.
5. * The share capital of the Company is £1,180, divided into shares of £1 each.

* The capital of the Company was increased from £100 by special resolution passed on 9th January 1984.

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

THE SUMMERLEAZE GRAVEL COMPANY LIMITED

(adopted by special resolution passed on 9th January 1984)

1. The regulations set out in Part I of Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967, 1976 1980 and 1981 ("Table A") shall apply to this Company save in so far as they are varied or excluded by or are inconsistent with the Articles hereinafter contained.
2. Regulations 24, 53, 75, 77, 89 to 97 (inclusive) and 106 of Table A shall not apply to the Company.
3. The Company is a private company.
4. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Two members present in person or by proxy shall be a quorum.
5. A resolution in writing signed by all the Members for the time being entitled to vote shall be as effective for all purposes as if such Resolution had been duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Members.
6. Unless and until otherwise determined by the Company in general meeting the Directors shall not be less than two in number.
7. (1) No share shall be transferred to any person otherwise than in accordance with the subsequent provisions of this Article.

(2) A holder of shares may at any time transfer all or any such shares:-

- (i) in the case of a corporate holder to any other body corporate which is the holding company of the holder or a subsidiary of the holder or of its holding company; or
 - (ii) in the case of an individual :-
 - (a) to a privileged relation (as defined below);
 - (b) to trustees to be held on family trusts (as defined below);
 - (c) to another member;
 - (iii) to a nominee of the holder or, where the holder is a nominee for any other person, to that person or to another nominee for him provided that in any such case the transferor certifies to the Company that no beneficial interest in the share passes by reason of the transfer.
- (3) Where shares are held by trustees upon family trusts:-
- (i) such shares may on any change of trustees be transferred to the new trustees;
 - (ii) such shares may at any time be transferred to any person to whom under this paragraph the same could have been transferred by the settlor if he had been the holder thereof; and
 - (iii) if and whenever any such shares cease to be held upon family trusts (otherwise than in consequence of a transfer authorised by sub-paragraph (ii) of this paragraph) the trustees shall be deemed to have given a Transfer Notice in accordance with paragraph (5)(i) below in respect of the shares in question.
- (4) For the purposes of this Article:-
- (i) "privileged relation" in relation to a holder means the spouse of the holder and their children and grandchildren or nephews and nieces being grandchildren of R.S. Prior (deceased) and the trustees of their family trusts and in the case of Mrs. Helen Robertson or any privileged relation of hers shall also include Mr. Peter Prior and any privileged relation of his;
 - (ii) "family trusts" in relation to a holder means trusts under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the holder or his or her privileged relations or any other member and his or her privileged relations and no power or control over the voting powers conferred by such shares is for the time being exercisable

by or subject to the consent of any person other than the trustees as trustees of such holder or his privileged relations;

- (iii) "settlor" includes a testator or an intestate in relation to family trusts arising respectively under a testamentary disposition or an intestacy;
 - (iv) "transfer" includes the disposal of or other dealing with any share (including an allotted share) or any interest therein whether absolutely partially or by way of charge and the expression "to transfer" shall be construed accordingly;
 - (v) "Third Party" means any person who is not a member of the Company at the date of adoption of these Articles or Association or a privileged relation in respect of any such member or (in the case of a member being trustees of a family trust) any person in which is vested the immediate beneficial interest under such trust or a member of the County Bank Limited Group; and
 - (vi) "County Bank Limited Group" means County Bank Limited and any holding company thereof and any subsidiary of such holding company (as defined in Section 154 of the Companies Act 1948) thereof.
- (5) Except as provided in paragraphs (2) and (3) of this Article, the right to transfer shares in the Company shall be subject to the following restrictions, namely:-
- (i) A person proposing to transfer any shares (below called "the proposing transferor") shall by notice in writing (below called "a Transfer Notice") to the Company state that he desires to transfer the same and a price (below called "the prescribed price") at which he proposes to transfer them; and the Transfer Notice shall constitute the Directors his agents for their sale at the prescribed price in accordance with this Article. A Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors
 - (ii) All shares which are the subject of a Transfer Notice shall, within 7 days after the Transfer Notice is received by the Company be offered by the Directors in writing on one and the same day to each holder of Ordinary Shares other than the proposing transferor for purchase at the prescribed price inviting him irrevocably to state in writing to the Company within 42 days from the date of the offer whether he is willing to purchase any and if so what number of shares
 - (iii) If on expiry of the offers one or more offerees

(below called "purchasers") shall have stated willingness to purchase at the prescribed price all the Shares concerned, the Directors shall allocate to the purchasers in proportion (as nearly as may be and without allocating to any purchaser more Shares than he shall have stated willingness to purchase) to their existing holdings of Ordinary Shares and shall give notice in writing thereof to the proposing transferor, and he shall be bound, on the payment of the prescribed price, to transfer such shares to the purchasers. Such notice to the proposing transferor shall state the name and address of each purchaser and the purchase shall be completed at a place and time to be appointed by the Directors not being less than fourteen days nor more than twenty one days after the date of such notice.

- (iv) If in any case a proposing transferor, after having become bound to transfer any Shares to a purchaser, shall default in so doing the Directors may authorise some person to execute any necessary transfers in favour of the purchaser and receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the Shares and hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, who shall not be bound to see to the application thereof, and after the name of the purchaser shall have been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person
- (v) If on expiry of the offers no offerees shall have stated willingness to purchase all the Shares specified in a Transfer Notice, then the Directors shall so inform the proposing transferor by notice in writing and the proposing transferor at any time within four months after the date on which he is so informed may transfer the Shares to any person (subject to sub-clause (6) below) on a bona fide sale at any price not being less than the prescribed price; provided that the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.
- (vi) On the death or bankruptcy of any holder of shares being an individual or upon the liquidation (voluntary or otherwise) of any holder of shares being a corporation (other than for the purposes

or reconstruction or amalgamation) such holder shall be deemed to have given immediately prior to such death, bankruptcy or liquidation (as the case may be) a Transfer Notice in respect of all shares registered in the name of such holder, unless in the case of death only, such shares shall forthwith be transferred to a privileged relative of or on family trusts of the deceased. For the purposes of any such deemed transfer the prescribed price shall be the fair value of the Shares concerned

(vii) The fair value of a Share shall be determined (ignoring the fact, if it be the case, that the Shares which are the subject of a Transfer Notice constitute a minority holding and on the basis of a sale on the open market as between a willing seller and a willing purchaser) and certified by an accountant nominated by agreement between the proposing transferor and the Directors or (in default of such agreement) by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either of them, such accountant to act as an expert and not as an arbitrator in so determining and certifying and his decision to be final; and the cost of obtaining the accountant's certificate shall be borne by the Company.

(6) Notwithstanding the other provisions of this Article, no shares may be transferred to a Third Party who will after the transfer beneficially own 25 per cent. or more of the issued share capital at that time of the Company unless the Third Party makes a written offer (open for acceptance in England for a period of at least 21 days and with the adequate security as to the performance of its obligations) to all the holders of Ordinary Shares to purchase all such shares at the same price per share and completes the purchase of all shares in respect of which such offer is accepted at the same time as he completes the purchase of the Shares, the proposed transfer of which required a written offer to be made pursuant to this article, and any transfer pursuant to any such written offer shall not require the transferor to give a Transfer Notice in accordance with paragraph (5) above.

(7) The Directors shall not be entitled to decline to register the transfer of any shares made pursuant to the foregoing provisions of this Article, save

(a) where the Directors have substantial reasons for believing that a transfer purportedly made in accordance with the foregoing provisions of this Article is not in fact in accordance therewith;

(b) the transfer is of a share on which the Company has a lien;

- (c) the transfer is of a share (not being a fully paid share) to a person of whom they disapprove.
8. (1) A Member or Members holding a majority in nominal value of the issued Ordinary Shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors, either as an addition to the existing Directors or to fill any vacancy, and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Member or Members making the same, or in the case of a Member being a company signed by one of its directors on its behalf, and shall take effect upon lodgment at the registered office of the Company.
- (2) Until the later of (a) the date on which the option contained in an Option Agreement dated 9th January 1984 made between the Company and County Bank Limited shall have expired and (b) the date on which County Bank Limited or other the allottee(s) of Ordinary Shares on the exercise of the option shall all have ceased to be members of the Company, County Bank Limited may from time to time and at any time appoint any one person to be a Director of the Company: and any Director so appointed shall hold office subject only to the provisions of Regulation 88(b) to (e) inclusive in Part 1 of Table "A" and may at any time be removed from office by County Bank Limited.
- (3) Any appointment or removal of a Director under the foregoing paragraph (2) shall be in writing under the hand of a duly authorised officer or attorney of County Bank Limited served on the Company by being sent to or left at the registered office of the Company.
9. The Directors shall have power at any time, and from time to time, to appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors.
10. The Company may at any time and from time to time by Ordinary Resolution appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors and, without prejudice to the provisions of the Act, may at any time remove a Director from office, provided that any such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company.
11. No person shall be disqualified from being or becoming a Director by reason of his attaining or having attained the age of 70 or any other age.
12. The proviso to regulation 79 of Table A shall not apply to the Company.

13. (1) The Company may purchase its own shares including any redeemable shares.
- (2) The Company may make payments in respect of the purchase of its own shares otherwise than out of the proceeds of a fresh issue of shares or of distributable reserves
14. Each Director shall have the power from time to time to appoint with the approval of the Board of Directors (such approval not to be unreasonably withheld) any person to act as alternate Director in his place at all meetings, in all proceedings in which, and on all occasions when he shall not himself act, and on such appointment being made the alternate Director shall except as to remuneration be subject in all respects to the terms and conditions existing with reference to the Director of the Company who shall have appointed him. An alternate Director shall be an officer of the Company and (as between the Company and such alternate) shall alone be responsible for his own acts and defaults and he shall not be deemed to be an agent of the Director appointing him and (as between the Company and such alternate) the Director so appointing shall not be responsible for the acts and defaults of an alternate Director so appointed. An alternate Director shall ipso facto vacate office if and when the Director so nominating him vacates office as a Director or removes the nominee from office. Every such nomination and removal under this Article shall be effected in writing under the hand of the Director making the same and shall take effect on delivery to the registered office of the Company. The remuneration of an alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such part (if any) of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.
15. A Director and alternate Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company, and at any separate meeting of the holders of any class of shares in the Company.
16. The words "and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose" at the end of regulation 86 of Table A shall not apply to the Company.
17. A Director (including an alternate Director) who has duly declared his interest therein 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 counted in the quorum when any such contract or arrangement is under consideration, and paragraphs (2) and (4) of regulation 84 of Table A shall not apply to the Company.
18. For so long as County Bank Limited shall have the right to

appoint a director under Article 9(2) the Company shall send to County Bank Limited a copy of every notice and other document sent to members.

19. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.
20. Every Director 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. This Article shall only have effect however insofar as its provisions are not avoided by section 205 of the Act.

THE COMPANIES ACTS 1948 TO 1981

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

10Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use Company number

12

1738920

Name of Company

PRECIS (182)

Limited*

*delete if
inappropriate†delete as
appropriate**Note**This notice and a
printed copy of
the resolution
authorising the
increase must be
forwarded to the
Registrar of
Companies
within 15 days
after the passing
of the resolution

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by [ordinary]

[extraordinary] [special]† resolution of the company dated 9th January 1984the nominal capital of the company has been increased by the addition thereto of the sum of
£ 1,080.00 beyond the registered capital of £ 100.00A printed copy of the resolution authorising the increase is forwarded herewith
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
1,080	Ordinary	£1.00

(If any of the new shares are preference shares state whether they are redeemable or not)
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 follows:As set out in the Articles of Association
of the CompanyPlease tick here if
continued overleaf†delete as
appropriate

Signed

[Director] [Secretary]† Date

9 January 1984

Presentor's name, address and
reference (if any):Herbert Smith & Co.
Watling House
35/37 Cannon Street
London EC4M 5SD

Ref: 42/C49



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General section

Post room





Please do not
write in this
binding margin



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

THE COMPANIES ACTS 1948 TO 1981

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

Form No. 10

10

To the Registrar of Companies

For official use Company number

176

1738920

Name of Company

THE SUMMERLEAZE GRAVEL COMPANY

Limited

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by ~~ordinary~~ ~~extraordinary~~ ~~special~~ resolution of the company dated March 1985

the nominal capital of the company has been increased by the addition thereto of the sum of
£ 1180 beyond the registered capital of £ 1180

A printed copy of the resolution authorising the increase is forwarded herewith
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
1180	Deferred Shares	£1

(If any of the new shares are preference shares state whether they are redeemable or not)
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 follows:

As set out overleaf.

Please tick here if
continued overleaf



Signed

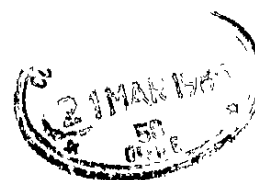
[Director] [Secretary] Date 15th March 1985

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

BERNARD SHERIDAN & CO.,
14 Red Lion Square,
London, WC1R 4QL

For official use
General section

Post room



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

(a) The Deferred Shares shall entitle their holders as such from a date fifteen years from the date of issue (but not before) to participate in the profits property and assets of the Company whether in a Winding-up or on a return of capital or by way of dividend or otherwise;

(b) The Deferred Shares shall entitle their holders as such during the said period of fifteen years to receive notice of, attend or vote at any general meetings of the Company upon resolutions proposed for any of the following (but not otherwise):-

- (i) for winding up the Company;
- (ii) for altering the Memorandum or Articles of Association of the Company;
- (iii) for reducing the capital of the Company;
- (iv) for increasing the capital of the Company;
- (v) for consolidating or sub-dividing the capital of the Company;
- (vi) for altering or abrogating the rights attached to any class of the shares in the capital of the Company.

(c) Upon the expiry of the said period of fifteen years the Ordinary Shares and the Deferred Shares shall participate in all dividends and in the profits property and assets of the Company and shall in all respect rank pari passu and as one single class.

Registered No. 1738920 /15

COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

OF

THE SUMMERLEAZE GRAVEL COMPANY LIMITED

(Passed on 15th March 1985)

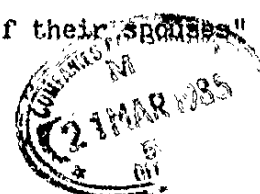
At an Extraordinary General Meeting of the above-named Company duly convened and held at 25 Ray Mill Road East Maidenhead Berkshire on Friday, the 15th day of March 1985 the following resolutions were passed as Special Resolutions:-

SPECIAL RESOLUTIONS

1. That the Articles of Association be and they are hereby amended:-

(A) By the deletion of the definition of "privileged relation" in paragraph (1) of sub-Article (4) of Article 7 of the Articles of Association of the Company and the substitution in the place thereof of the following wording:-

"privileged relation" in relation to any member means the issue through any degrees of R.S. Prior Deceased and the spouses of any such issue but not including Richard Prior or Mary Wheeler or their respective spouses or any persons tracing their relationship to R.S. Prior Deceased through Richard Prior or Mary Wheeler or any of their spouses"



(B) By the insertion of a new Article as Article 21 as follows:-

"21. If at any time there shall be issued any Deferred Shares of £1. each, they shall have attached thereto respectively the following rights:-

(a) The Deferred Shares shall entitle their holders as such from a date fifteen years from the date of issue (but not before) to participate in the profits property and assets of the Company whether in a Winding-up or on a return of capital or by way of dividend or otherwise;

(b) The Deferred Shares shall entitle their holders as such during the said period of fifteen years to receive notice of, attend or vote at any general meetings of the Company upon resolutions proposed for any of the following (but not otherwise):-

- (i) for winding up the Company;
- (ii) for altering the Memorandum or Articles of Association of the Company;
- (iii) for reducing the capital of the Company;
- (iv) for increasing the capital of the Company;
- (v) for consolidating or sub-dividing the capital of the Company;
- (vi) for altering or abrogating the rights attached to any class of the shares in the capital of the Company;

(c) Upon the expiry of the said period of fifteen years the Ordinary Shares and the Deferred Shares shall participate in all dividends and in the profits property and assets of the Company and shall in all respect rank pari passu and as one single class".

2. That the authorised share capital of the Company be increased from £1,180 to £2,360 by the creation of 1180 Deferred Shares of £1. each.

3. That upon the recommendation of the Directors it is desirable to capitalise the sum of £1,002 (being part of the amount standing to the credit of the Company's reserves) and accordingly that the Directors be authorised and directed to appropriate the said sum to the holders registered immediately prior to the passing of this resolution of the 1002 issued ordinary shares of £1. each in the capital of the Company in the proportion of 1 Deferred Share for every Ordinary Share and to apply that sum on their behalf in paying up in full 1002 unissued Deferred Shares of £1. each, to be allotted and distributed credited as fully paid, to and among the said holders in the proportions aforesaid.

4. That the authority conferred by Resolution 3 above shall expire on the date which is 3 months after the date on which the Resolution is passed.

5. That the Directors be and are hereby generally authorised to exercise all powers of the Company to allot the 178 Deferred Shares (being relevant securities within the meaning of Section 14 of the Companies Act, 1980) created under Resolution 2 above but

not issued on the bonus issue under Resolution 3 above provided that this authority shall expire three months from the date of the passing of this Resolution save that the Company may before such expiry make an offer or agreement which would or might require such relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority hereby conferred shall have expired.

6. That, subject to the passing of the previous resolution, the Directors be and they are hereby given power pursuant to Section 18 of the Companies Act, 1980 to allot equity securities (with the meaning of Section 17 of that Act) pursuant to the authority conferred by the previous resolution as if Section 17 (1) did not apply to any such allotment.

7. That the Deed of Agreement to be entered into between the Company Peter Herbert Prior Helen Ruth Robertson and the Trustees of certain family Trusts (formed and to be formed) in respect of the Prior and Robertson families in the form produced to the meeting and signed by the Chairman be approved pursuant to Sections 46 to 48 inclusive of the Companies Act, 1981.

 CHAIRMAN

Registered No. 1738920

9/4

COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

THE SUMMERLEAZE GRAVEL COMPANY LIMITED

(Passed on 13th March 1985)

At an Extraordinary General Meeting of the above-named Company duly convened and held at 25 Ray Mill Road East Maidenhead Berkshire on Wednesday, the 13th day of March 1985 the following resolution was passed as a Special Resolution:-

SPECIAL RESOLUTION

THAT the amending Agreement (in the form produced to the Meeting and signed by the Chairman) further amending the Option Agreement between the Company, Peter Herbert Prior and Helen Ruth Robertson dated 9th January 1984 as amended by an Agreement dated 23rd January 1985, be approved pursuant to Section 48(3) of the Companies Act 1981.



P. H. Prior

CHAIRMAN

Companies Acts 1948 to 1981

Company Limited by Shares

MEMORANDUM

AND ARTICLES OF

ASSOCIATION

THE SUMMERLEAZE GRAVEL COMPANY LIMITED
COMPANY NUMBER 1738920
INCORPORATED ON 12TH JULY 1983

1738920

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Certified to be a true copy

CBH

Secretary

3rd July 1985



FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No.

1738920

I hereby certify that

PRECIS (182) 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 the Companies Registration

Office, Cardiff the

12TH JULY 1983

A handwritten signature in dark ink, appearing to read 'P. C. Coates'.

P. C. COATES

an authorised officer

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1738920

I hereby certify that

PRECIS (182) LIMITED

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

THE SUMMERLEAZE GRAVEL COMPANY
LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 10TH FEBRUARY 1984

A handwritten signature in dark ink, appearing to read 'D. R. B. Jones'.

an authorised officer

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

THE SUMMERLEAZE GRAVEL COMPANY LIMITED*

(as amended by Special Resolution passed on 9th January 1984)

1. The name of the Company is "THE SUMMERLEAZE GRAVEL COMPANY LIMITED"*.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-

 - (A) To carry on at such places in the United Kingdom or elsewhere, as may be determined by the Directors of the Company, all or any of the businesses following, that is to say the businesses of owners, lessees, licensees or developers of pits, quarries or fields of sand, lime, clay or other minerals or mineral substances; to purchase, sell, market or otherwise deal in sand, lime, clay, minerals or other mineral substances; to carry on in all its branches the business of merchants of sand, lime, bricks, tiles, pottery and other kindred substances or articles.

* Name changed by Special Resolution ⁻¹⁻passed on 9th January 1984, the Certificate of Incorporation on change of name being issued on 10th February 1984.

- (B) To carry on business in ordinary or specialised agriculture, sheep, pig, cattle, horse and other stock raising; poultry, fruit and other farm, plantations, market gardens and orchards.
- (C) To carry on the business of manufacturers and repairers of and dealers in all kinds of motor vehicles of any description, and all accessories and parts of motor vehicles, and in conjunction therewith to carry on business as garage proprietors, and to trade as haulage, cartage and storage contractors and general carriers by road, rail, water or air.
- (D) To carry on business as builders and engineering contractors, house decorators and painters, house, land and estate agents and to undertake all or any of the operations carried out by constructional, mechanical and general engineers, general metal founders and merchants, welders and brazers, wheelwrights, tyre and general smiths, coal, coke, firewood and general fuel merchants.
- (E) To act as merchants and shippers, trade and commission agents, and to carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

- (F) To acquire any shares, stock, debentures, debenture stock, bonds, notes, obligations, or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise, and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
- (G) To exercise and enforce all rights and powers conferred by or incident to the ownership of any shares stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof and to provide managerial and other executive supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
- (H) To acquire by any means any real or personal property or rights whatsoever.
- (I) To carry on any other business which may seem to the Company capable of being conducted directly or indirectly for the benefit of the Company.
- (J) To make experiments in connection with any business or proposed business of the Company, and to apply for or

otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licenses or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

- (K) To acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection therewith, or to acquire an interest in, amalgamate or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance, with any such person and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, whether fully or partly paid up, debentures, or other securities or rights that may be agreed upon.

- (L) To acquire and hold shares or other interests in or securities of any other company and otherwise invest and deal with the monies of the Company.

- (K) To lend money or give credit to such persons on such terms as may seem expedient.
- (N) To borrow money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, the discharge by the Company or any other person of any obligation or liability.
- (O) To guarantee the performance of any obligation by any person whatsoever.
- (P) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (R) To apply for, promote and obtain any Act of Parliament, charters, privileges, concessions, licenses or authorisations of any government, state, municipality, or other authority for enabling the Company to carry any of its objects into effect or for extending any of the Company's powers or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any actions, steps, proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company or of its Members.

(S) To enter into any arrangement with any governments or authorities (supreme, municipal, local or otherwise), or any corporation, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

(T) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and 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 any such subsidiary or of any of the predecessors of the Company or any such other company as aforesaid, or who may be or have been 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 to establish, subsidise and subscribe to any institutions, associations, societies, trusts, clubs or funds calculated to be for the benefit of, or to advance the

interests and well-being of, the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- (U) To procure the Company to be registered or recognised in any part of the world.
- (V) To promote any other company for the purpose of acquiring all or any of the property and/or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or 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 as aforesaid.
- (W) To dispose by any means of the whole or any part of the assets of the Company.
- (X) To do all or any of the above things in any part of the world, and either as principal, agent, trustee, contractor or otherwise, and either alone or in conjunction with others, and either by or through

agents, trustees, sub-contractors or otherwise.

- (Y) 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 the word "company" in this clause, except where used in reference to the 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 the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in nowise 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.

4. The liability of the Members is limited.
5. *The share capital of the Company is £2360 divided into 1180 Ordinary Shares of £1 each and 1180 Deferred Shares of £1 each.

#

* The capital of the Company has been increased as follows:-

(i) by an increase from £100 to £1180, by the creation of 1080 Ordinary Shares of £1 each by Special Resolution passed on 9th January 1984;

(ii) by an increase from £1180 to £2360 by the creation of 1180 Deferred Shares of £1 each by Special Resolution passed on 15th March 1985.

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

NAMES, ADDRESSES AND

DESCRIPTIONS OF SUBSCRIBERS

Number of Shares taken
By each Subscriber

Leon Neal,
34 Hill Crest,
Tunbridge Wells,
Kent

One

Accountant

Louise Ann Hayman
36 Mildmay Grove,
London,
N1

One

Solicitor

DATED this 15th day of June 1983

WITNESS to the above signatures:-

BERND RATZKE,
12 Regency Drive,
West Byfleet,
Weybridge,
Surrey,
KT14 6EN

Solicitor

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

THE SUMMERLEAZE GRAVEL COMPANY LIMITED

adopted by Special Resolution passed on 9th January 1984 and altered by Special Resolution passed on 15th March 1985.

1. The regulations set out in Part I of Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967, 1976, 1980 and 1981 ("Table A") shall apply to this Company save in so far as they are varied or excluded by or are inconsistent with the Articles hereinafter contained.
2. Regulations 24, 53, 75, 77, 89 to 97 (inclusive) and 106 of Table A shall not apply to the Company.
3. The Company is a private company.
4. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Two Members present in person or by proxy shall be a quorum.

5. A Resolution in writing signed by all the Members for the time being entitled to vote shall be as effective for all purposes as if such Resolution had been duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more Members.
6. Unless and until otherwise determined by the Company in general meeting the Directors shall not be less than two in number.
7. (1) No share shall be transferred to any person otherwise than in accordance with the subsequent provisions of this Article.
- (2) A holder of shares may at any time transfer all or any such shares:-
- (i) in the case of a corporate holder to any other body corporate which is the holding company of the holder or a subsidiary of the holder or of its holding company; or
- (ii) in the case of an individual:-
- (a) to a privileged relation (as defined below);
- (b) to trustees to be held on family trusts (as defined below);

(c) to another member;

(iii) to a nominee of the holder or, where the holder is a nominee for any other person, to that person or to another nominee for him provided that in any such case the transferor certifies to the Company that no beneficial interest in the share passes by reason of the transfer.

(3) Where shares are held by trustees upon family trusts:-

- (i) such shares may on any change of trustees be transferred to the new trustees;
- (ii) such shares may at any time be transferred to any person to whom under this paragraph the same could have been transferred by the settlor if he had been the holder thereof; and
- (iii) if and whenever any such shares cease to be held upon family trusts (otherwise than in consequence of a transfer authorised by subparagraph (ii) of this paragraph) the trustees shall be deemed to have given a Transfer Notice in accordance with paragraph (5) (i) below in respect of the shares in question.

(4) For the purposes of this Article:-

- *(i) "privileged relation" in relation to any Member means the issue through any degrees of R.S. Prior Deceased and the spouses of any such issue but not including Richard Prior or Mary Wheeler or their respective spouses or any persons tracing their relationship to R.S. Prior Deceased through Richard Prior or Mary Wheeler or any of their spouses;
- (ii) "family trusts" in relation to a holder means trusts under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the holder or his or her privileged relations or any other Member and his or her privileged relations and no power or control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees of such holder or his privileged relations;
- (iii) "settlor" includes a testator or an intestate in relation to family trusts arising respectively under a testamentary disposition or an intestacy;
- (iv) "transfer" includes the disposal of or other dealing with any share (including an allotted

share) or any interest therein whether absolutely partially or by way of charge and the expression "to transfer" shall be construed accordingly;

(v) "Third Party" means any person who is not a member of the Company at the date of adoption of these Articles of Association or a privileged relation in respect of any such Member or (in the case of a Member being trustees of a family trust) any person in which is vested the immediate beneficial interest under such trust or a member of the County Bank Limited Group; and

(vi) "County Bank Limited Group" means County Bank Limited and any holding company thereof and any subsidiary of such holding company (as defined in Section 154 of the Companies Act 1948) thereof.

(5) Except as provided in paragraphs (2) and (3) of this Article, the right to transfer shares in the Company shall be subject to the following restrictions, namely:-

(i) A person proposing to transfer any shares (below called "the proposing transferor") shall by notice in writing (below called "a Transfer Notice") to the Company state that he desires to

transfer the same and a price (below called "the prescribed price") at which he proposes to transfer them; and the Transfer Notice shall constitute the Directors his agents for their sale at the prescribed price in accordance with this Article. A Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors.

(ii) All shares which are the subject of a Transfer Notice shall, within 7 days after the Transfer Notice is received by the Company be offered by the Directors in writing on one and the same day to each holder of Ordinary Shares other than the proposing transferor for purchase at the prescribed price inviting him irrevocably to state in writing to the Company within 42 days from the date of the offer whether he is willing to purchase any and if so what number of shares.

(iii) If on expiry of the offers one or more offerees (below called "purchasers") shall have stated willingness to purchase at the prescribed price all the shares concerned, the Directors shall allocate to the purchasers in proportion (as nearly as may be and without allocating to any purchaser more shares than he shall have stated willingness to purchase) to their existing holdings of Ordinary Shares and shall give

notice in writing thereof to the proposing transferor, and he shall be bound, on the payment of the prescribed price, to transfer such shares to the purchasers. Such notice to the proposing transferor shall state the name and address of each purchaser and the purchase shall be completed at a place and time to be appointed by the Directors not being less than fourteen days nor more than twenty one days after the date of such notice.

- (iv) If in any case a proposing transferor, after having become bound to transfer any shares to a purchaser, shall default in so doing the Directors may authorise some person to execute any necessary transfers in favour of the purchaser and receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register as the holder of the shares and hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, who shall not be bound to see to the application thereof, and after the name of the purchaser shall have been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

(v) If on expiry of the offers no offerees shall have stated willingness to purchase all the shares specified in a Transfer Notice, then the Directors shall so inform the proposing transferor by notice in writing and the proposing transferor at any time within four months after the date on which he is so informed may transfer the shares to any person (subject to sub-clause (6) below) on a bona fide sale at any price not being less than the prescribed price; provided that the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.

(vi) On the death or bankruptcy of any holder of shares being an individual or upon the liquidation (voluntary or otherwise) of any holder of shares being a corporation (other than for the purposes of reconstruction or amalgamation) such holder shall be deemed to have given immediately prior to such death, bankruptcy or liquidation (as the case may be) a Transfer Notice in respect of all shares registered in the name of such holder, unless in

the case of death only, such shares shall forthwith be transferred to a privileged relative of or on family trusts of the deceased. For the purposes of any such deemed transfer the prescribed price shall be the fair value of the shares concerned.

- (vii) The fair value of a share shall be determined (ignoring the fact, if it be the case, that the shares which are the subject of a Transfer Notice constitute a minority holding and on the basis of a sale on the open market as between a willing seller and a willing purchaser) and certified by an accountant nominated by agreement between the proposing transferor and the Directors or (in default of such agreement) by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either of them, such accountant to act as an expert and not as an arbitrator in so determining and certifying and his decision to be final; and the cost of obtaining the accountant's certificate shall be borne by the Company.

- (6) Notwithstanding the other provisions of this Article, no shares may be transferred to a Third Party who will after the transfer beneficially own 25 per cent or more of the issued share capital at that time of the Company

unless the Third Party makes a written offer (open for acceptance in England for a period of at least 21 days and with the adequate security as to the performance of its obligations) to all the holders of Ordinary Shares to purchase all such shares at the same price per share and completes the purchase of all shares in respect of which such offer is accepted at the same time as he completes the purchase of the shares, the proposed transfer of which required a written offer to be made pursuant to any such written offer shall not require the transferor to give a Transfer Notice in accordance with paragraph (5) above.

(7) The Directors shall not be entitled to decline to register the transfer of any shares made pursuant to the foregoing provisions of this Article, save

(a) where the Directors have substantial reasons for believing that a transfer purportedly made in accordance with the foregoing provisions of this Article is not in fact in accordance therewith;

(b) the transfer is of a share on which the Company has a lien;

(c) the transfer is of a share (not being a fully paid share) to a person of whom they disapprove.

8. (1) A Member or Members holding a majority in nominal value of the issued Ordinary Shares for the time being in the Company shall have power from time to time to and at any time to appoint any person or persons as a Director or Directors, either as an addition to the existing Directors or to fill any vacancy, and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the Member or Members making the same, or in the case of a Member being a company signed by one of its directors on its behalf and shall take effect upon lodgment at the registered office of the Company.
- (2) Until the later of (a) the date on which the option contained in an Option Agreement dated 9th January 1984 made between the Company and County Bank Limited shall have expired and (b) the date on which County Bank Limited or other the allottee(s) of Ordinary Shares on the exercise of the option shall all have ceased to be members of the Company, County Bank Limited may from time to time and at any time appoint any one person to be a Director of the Company: and any Director so appointed shall hold office subject only to the provisions of Regulation 88(b) to (e) inclusive in Part 1 of Table "A" and may at any time be removed from office by County Bank Limited.

- (3) Any appointment or removal of a Director under the foregoing paragraph (2) shall be in writing under the hand of a duly authorised officer or attorney of County Bank Limited served on the Company by being sent to or left at the registered office of the Company.
9. The Directors shall have power at any time, and from time to time, to appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors.
10. The Company may at any time and from time to time by Ordinary Resolution appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors and, without prejudice to the provisions of the Act, may at any time remove a Director from office, provided that any such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company.
11. No person shall be disqualified from being or becoming a Director by reason of his attaining or having attained the age of 70 or any other age.
12. The proviso to Regulation 79 of Table "A" shall not apply to the Company.

13. (1) The Company may purchase its own shares including any redeemable shares.
- (2) The Company may make payments in respect of the purchase of its own shares otherwise than out of the proceeds of a fresh issue of shares or of distributable reserves.
14. Each Director shall have the power from time to time to appoint with the approval of the Board of Directors (such approval not to be unreasonably withheld) any person to act as alternate Director in his place at all meetings, in all proceedings in which, and on all occasions when he shall not himself act, and on such appointment being made the alternate Director shall except as to remuneration be subject in all respects to the terms and conditions existing with reference to the Director of the Company who shall have appointed him. An alternate Director shall be an officer of the Company and (as between the Company and such alternate) shall alone be responsible for his own acts and defaults and he shall not be deemed to be an agent of the Director appointing him and (as between the Company and such alternate) the Director so appointing shall not be responsible for the acts and defaults of an alternate Director so appointed. An alternate Director shall ipso facto vacate office if and when the Director so nominating him vacates office as a Director or removes the nominee from office. Every such nomination and removal under this Article shall be effected in writing under the hand of the Director making the same and shall take effect on delivery to the registered office of the Company. The remuneration of an alternate Director shall be payable out of

- the remuneration payable to the Director appointing him, and shall consist of such part (if any) of the last-mentioned remuneration as shall be agreed between the alternate Director and the Director appointing him.
15. A Director and alternate Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company, and at any separate meeting of the holders of any class of shares in the Company.
16. The words "and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose" at the end of Regulation 86 of Table A shall not apply to the Company.
17. A Director (including an alternate Directors) who has duly declared his interest therein 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 counted in the quorum when any such contract or arrangement is under consideration, and paragraphs (2) and (4) of Regulation 84 of Table A shall not apply to the Company.
18. For so long as County Bank Limited shall have the right to appoint a director under Article 9(2) the Company shall send to County Bank Limited a copy of every notice and other document sent to members.

19. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.

20. Every Director 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 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. This Article shall only have effect however insofar as its provisions are not avoided by Section 205 of the Act.

*21. If at any time there shall be issued any Deferred Shares of £1 each, they shall have attached thereto respectively the following rights:-

(a) The Deferred Shares shall entitle their holders as such from a date fifteen years from the date of issue (but not before) to participate in the profits property and

assets of the Company whether in Winding-up or on a return of capital or by way of a dividend or otherwise;

- (b) The Deferred Shares shall entitle their holders as such during the said period of fifteen years to receive notice of, attend or vote at any general meetings of the Company upon resolutions proposed for any of the following (but not otherwise):-
- (i) for Winding-up the Company;
 - (ii) for altering the Memorandum or Articles of Association of the Company;
 - (iii) for reducing the capital of the Company;
 - (iv) for increasing the capital of the Company;
 - (v) for consolidating or sub-dividing the capital of the Company;
 - (vi) for altering or abrogating the rights attached to any class of the Shares in the capital of the Company;
- (c) Upon the expiry of the said period of fifteen years the Ordinary Shares and the Deferred Shares shall participate in all dividends and in the profits property and assets of the Company and shall in all respects rank *pari passu* and as one single class.

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COMPANIES FORM No. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period**225(1)**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

--	--	--	--

1738920

Name of company

* THE SUMMERLEAZE GRAVEL COMPANY 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

Day Month

3	1	1	2
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Note
Please read notes 1 to 4 overleaf before completing this form

Day Month Year

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

3	1	1	2	1	9	8	8
---	---	---	---	---	---	---	---

† delete as appropriate

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:

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

_____, company number _____

the accounting reference date of which is _____

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on _____

and it is still in force. *[Signature]* Designation: *Secretary* Date *24 Feb. 1989*

Signed _____

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

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

For official Use
General Section

Post room

COMPANIES HOUSE

1 MAR 1989

M

43

COMPANY LIMITED BY SHARES

Special Resolution

(Pursuant to s. 378 (2) of the Companies Act 1985)

OF

THE SUMMERLEAZE GRAVEL COMPANY LIMITED

Passed 27th February, 1989

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at 25 Ray Mill Road East Maidenhead, Berkshire

on the 27th day of February, 1989, the subjoined SPECIAL RESOLUTION duly passed, viz.:-

RESOLUTION

THAT the name of the Company be altered, subject to the consent of the Registrar of Companies, to "SUMMERLEAZE LIMITED"

Signature.....

To be signed by the Chairman, a Director, or the Secretary of the Company.



NOTE.—To be filed within 15 days after the passing of the Resolution(s).

[P.T.O.]

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1738920

I hereby certify that

THE SUMMERLEAZE GRAVEL COMPANY LIMITED

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

SUMMERLEAZE LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 14 MARCH 1989

M. Rose
M. ROSE

an authorised officer

REGISTERED NO 1738920

THE COMPANIES ACTS 1985 AND 1989

SPECIAL RESOLUTIONS OF SUMMERLEAZE LIMITED

(PASSED ON 15 AUGUST 1991)

At an Extraordinary General Meeting of the above-named Company duly convened and held at 7 Summerleaze Road, Maidenhead, Berkshire on Thursday, 15 August 1991 the following resolutions were passed as Special Resolutions.

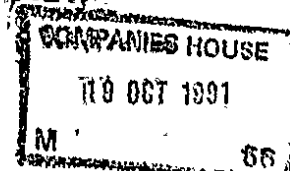
RESOLUTIONS

1. THAT sub-clause 3(A) in the Memorandum of Association be re-numbered 3(A)1.
2. THAT the Memorandum of Association of the Company be altered by the addition of the following sub-clause :

"3(A)2 To exploit any methane or other gas or any liquid or solid or any other form of naturally occurring energy in any pit refuse tip or other location (whether belonging to the Company or not) by using such gas, liquid, solid or energy in the production of electricity and either to use such electricity itself or to sell such electricity on such terms as the Board of Directors may think fit to any statutory undertaker or other person from time to time authorised to purchase privately-generated electricity for public consumption."

.....
Chairman

4.



Summerleaze

Date 2 January 1992
Our ref: CRSL/DIW/177/011
Your ref:

7 Summerleaze Road
Maidenhead
Berkshire
SL6 8SP
Tel: Maidenhead (0628) 30444
Fax: (0628) 773160 & (0628) 30312

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

Dear Sir

At an Extraordinary General Meeting of the Company held on 31 December 1991 at 25 Ray Mill Road East, Maidenhead, Berkshire the following Resolution was passed as a Special Resolution :

"That the agreement (in the form produced to the meeting and signed by the chairman) amending :

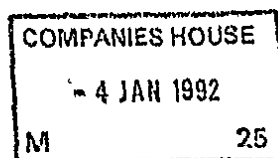
1. The agreement between the company, Peter Herbert Prior and Helen Ruth Robertson dated 9 January 1984, as amended on 15 March 1985; and
2. The option agreements dated 15 March 1985 between the company, Helen Rather Robertson, Peter Herbert Prior, the Share Transferees and the Allotment Transferees (as defined in the said agreements)

be approved pursuant to section 164 of the Companies Act 1985".

Yours faithfully
SUMMERLEAZE LTD



C R S Link
Company Secretary



G

COMPANIES FORM No 169

Return by a company purchasing its own shares

169

Please do not write in this margin



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

Return to section 169 of the Companies Act 1985

Registrar of Companies

For official use

Company

1738920

Please do not write in the space below For Inland Revenue use only

* insert full name of company

SUMMERLEASE LIMITED

Note

This return must be delivered to the Registrar within a period of 28 days beginning with the first date on which shares to which it relates were delivered to the company

Shares were purchased by the company under section 162 of the above Act as follows:

Class of shares	ORDINARY		
Number of shares purchased	55		
Nominal value of each share	£1		
Date(s) on which the shares were delivered to the company	25.1.1992		
Maximum prices paid for each share	£		
Minimum prices paid for each share	£		

* A private company is not required to give this information

The aggregate amount paid by the company for the shares to which this return relates was:

£220440

Stamp duty payable pursuant to section 66 of the Finance Act 1986 on the aggregate amount at 50p per £100 or part of £100 £ 1102.50

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

Signed

Designation Secretary Date 25/2/92

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

HOLMAN FENWICK & WILLAN
MARLOW HOUSE
LLOYDS AVENUE
LONDON EC3N 3AL
REF: RNH/558For official Use
General Section

546.50 / NW / 200853



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London, WC1X 8HR

1997 Edition 4 87 17000

Companies G169

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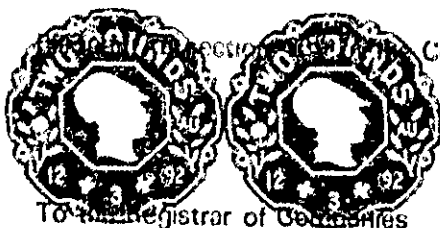
G

COMPANIES FORM No. 169

Return by a company purchasing its own shares



169

Please do not
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To the Registrar of Companies



For official use



Company number

Please do not write
in the space below
For Inland Revenue
use onlyPlease complete
legibly, preferably
in black type, or
bold block lettering

Name of company

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

1738920

* insert full name
of company

* SUMMERLEAZE LIMITED

NoteThis return must be
delivered to the
Registrar within a
period of 28 days
beginning with the
first date on which
shares to which it
relates were
delivered to the
company

Shares were purchased by the company under section 162 of the above Act as follows:

Class of shares	DEFERRED		
Number of shares purchased	55		
Nominal value of each share	£1		
Date(s) on which the shares were delivered to the company	25.2.1992		
Maximum prices paid \$ for each share			
Minimum prices paid \$ for each share			

5 A private company
is not required to
give this
informationThe aggregate amount paid by the company for the shares
to which this return relates was:

£88,770

Stamp duty payable pursuant to section 66 of the Finance Act
1986 on the aggregate amount at 50p per £100 or part of £100 £ 444.00† Insert Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver (Scotland)
as appropriate

Signed

Designation†

Secretary

Date 25/2/92

Presentor's name address and
reference (if any):HOLMAN FENWICK & WILLAN
MARLOW HOUSE
LLOYDS AVENUE
LONDON EC3N 3AL
REF: RNI/558For official Use
General Section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

1987 Edition 4 87 F7000

Companies G169

5018022

Company Number: 1738920

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION


OF

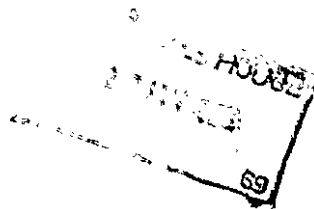
SUMMERLEAZE LIMITED

At a meeting of the company duly convened and held on 21st December 1992, the following resolution was passed as a special resolution:

Special resolution

That the directors be and they are hereby unconditionally authorised to register the transfer of 71 of the existing ordinary shares held by Helen Robertson to Helen Robertson and Kenneth Robertson as trustees of the Helen Robertson charitable trust and that for the purposes of this special resolution the provisions in paragraph 7 of the company's articles of association shall not apply.


.....
Chairman



\\docs\\rnh11-30.h92 [2]

G

CHA 116

Please do not
write in this
margin

COMPANIES FORM No. 155(6)a

**Declaration in relation to
assistance for the acquisition
of shares.****155(6)a**

Pursuant to section 155(6) of the Companies Act 1985

Please complete
legibly, preferably
in black ink, or
bold blue letteringNote
Please read the notes
on page 3 before
completing this form*Insert full name
of company†Insert name(s) and
address(es) of all
the directors§Delete as
appropriate‡Delete whichever
is inappropriate

To the Registrar of Companies

For official use

Company number

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

1738920

Name of company

* SUMMERLEAZE LIMITED

*/Wet PETER PRIOR

HELEN ROBERTSON

RICHARD LINK

WILLIAM KIRKPATRICK

all of 7 Summerleaze Road, Maidenhead Berks

[The sole director] [all the directors] § of the above company do solemnly and sincerely declare that:

The business of the company is:

(a) that of a ~~recognised bank~~ ~~licensed institution~~ § within the meaning of the Banking Act 1979; ‡
(b) that of a person authorised under section 94 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom; ‡

(c) something other than the above ‡

The company is proposing to give financial assistance in connection with the acquisition of shares in the
[company] [company's holding company] _____ limited ‡The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the
purpose of that acquisition]~~ §The number and class of the shares acquired or to be acquired is: 53 Ordinary Shares and 53
Deferred Shares all of £1 eachPresenter's name, address and
reference (if any):Holman Fenwick & Willan
Marlow House,
Lloyds Avenue,
London,
EC3N 3AL
REF: RNH/558

For official use

General Section

Post room

A33 *AXHIY6T3* 192
COMPANIES HOUSE 01/12/94

The assistance is to be given to: (note 2) Peter Prior of 7 Summerleaze Road, Maidenhead,
Berkshire; MB Trustees Limited whose registered office is at 417 Midsummer
Boulevard, Saxon Gate West, Milton Keynes; and Helen Robertson of 7 Summerleaze
Road, Maidenhead, Berkshire

Please do not
write in this
margin

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

The assistance will take the form of:

1. A payment by the Company of £143,000 to NatWest Ventures Limited for the cancellation of an option to acquire shares in the Company dated 9th January 1984.
2. A transfer to Mr Prior by way of bonus of Plot 1, Lakeview, Blackamoor Lane, Maidenhead, Berkshire.

The person who ~~has acquired~~ (will acquire)* the shares is:

*Delete as
appropriate

Peter Prior for 45 ordinary shares; MB Trustees Limited and Peter Prior for 45 deferred
shares; and Helen Robertson for 8 ordinary shares and 8 deferred shares

The principal terms on which assistance will be given are:

as set out above.

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ 162,000

The date on which the assistance is to be given is 25 November 19 94

Please do not
write in this
margin

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

Delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

- (a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date.]† (note 3)
- (b) [~~It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.~~]† (note 3)

And ~~if~~ we 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 7 Sumalaya Road
Mindanao Base

the 25th day of November

One thousand nine hundred and ninety four

before me E. D. Huby

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

Declarants to sign below

P. H. [Signature]

Kelvin R. Robertson

[Signature]

[Signature]

C. D. Wany Solicitor.

B. P. Collins and Co.

THE WHITE HOUSE

MARKET PLACE

CURRENT ST. PORT

BRIS. S. L. A. 948.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

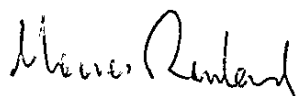
AUDITORS' REPORT TO THE DIRECTORS OF

SUMMERLEAZE LIMITED

PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 25th November 1994 in connection with the proposal that the company should give financial assistance for the purchase of 53 of the company's ordinary shares and 53 of the company's deferred shares. We have enquired into the state of the company's affairs so far as necessary for us to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Chartered Accountants
Registered Auditors

7 St Botolph's Road
SEVENOAKS
Kent TN13 3AJ

25th November 1994

Registered number 1738920

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

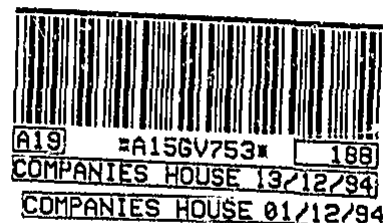
OF

SUMMERLEAZE LIMITED

At a general meeting held at 7 Summerleaze Road, Maidenhead, Berkshire, the following resolutions were passed.

SPECIAL RESOLUTIONS

1. That the draft agreement between the shareholders in the company, NatWest Ventures Investments Limited, Peter Prior, MB Trustees Limited and Peter Prior as trustees of the Summerleaze Senior Directors Pension Fund and the company in the form produced to the meeting be approved.
2. The transfers by NatWest Ventures Investments Limited to Peter Prior of 45 ordinary shares in the company; to MB Trustees Limited and Peter Prior of 45 deferred shares; and to Mrs Robertson of 8 ordinary and 8 deferred shares in the company be approved notwithstanding anything to the contrary in the company's articles of association.
3. That in connection with the transfers referred to in the previous resolution the company be hereby authorised to give financial assistance to the transferees for the purposes of section 157 of the Companies Act 1985 by:



- a. transferring the freehold property at 1 Lakeview, Blackamoor Lane, Maidenhead, Berkshire to P. Prior by way of a bonus in respect of the year ended 31st December 1994; and
- b. paying NatWest Ventures Investments Limited £143,000 in return for the cancellation of the option agreement between the company and the predecessors in title of NatWest Ventures Investments Limited dated 9th January 1984.



.....
(Chairman)

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25 November 1994