



Please do not  
write in this  
binding margin



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

THE COMPANIES ACTS 1948 TO 1980

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

# 412

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

For official use

Company number

1111

2005951

Name of Company

CANBERRA (SOUTHERN) LIMITED

I, NICHOLAS PAUL SEDDON  
of WINDSOR HOUSE, TEMPLE ROW, BIRMINGHAM B2 5LF

do solemnly and sincerely declare that I am A Solicitor of the Supreme Court  
engaged in the formation

of CANBERRA (SOUTHERN) 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 1935

Declared at Pearl Assurance House  
Temple Row Birmingham  
West Midlands

the 7<sup>th</sup> day of March  
One thousand nine hundred and eighty-six

before me [Signature]  
A Commissioner for Oaths or Notary Public or Justice of the  
Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

Signature of Declarant

[Signature]

Presenter's name, address and  
reference (if any):  
NEEDHAM & JAMES  
WINDSOR HOUSE  
TEMPLE ROW  
BIRMINGHAM B2 5LF

MRS / CANBERRA

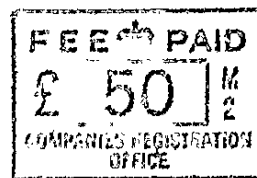
For official use  
New companies section

Post room





THE COMPANIES ACT 1985



COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

2005951

CANBERRA (SOUTHERN) LIMITED

1. The Name of the Company is "Canberra (Southern) 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 acquire by purchase, lease, exchange or otherwise for development, investment or resale and to traffic in land and house and other property of any tenure or any interest therein and to create, reserve, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein and whether on first mortgage or subject to a prior mortgage or mortgages and generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property (whether real or personal) or any interest therein and to turn the same to account as may seem expedient and to carry on all or any of the businesses of property developers and managers, builders and building contractors, civil engineers, contractors for the construction, maintenance, repair, decoration, alteration and demolition of

1.



BARCLAYS  
£50  
726519

*Not a company  
P.E./FW/1986*

buildings of all kinds, builders' merchants, proprietors, hirers, letters on hire, manufacturers, repairers, merchants and factors of, agents for and dealers in builders' and general contractors' plant, machinery, implements, equipment and appliances of all kinds, miners of, merchants of and dealers in coal, stone, gravel, sand, brick, tiles, slates, lime, cement, plastic and plastic substances and general building materials, requisites and goods of every description, haulage contractors, undertakers, insurance agents, property owners, repairers and jobbers, auctioneers, valuers, architects, surveyors, house, land and estate agents.

(b) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein, or likely to be required by customers or other persons having, or about to have, dealings with the Company.

(c) To carry on any trade or business whatsoever which can in the opinion of the Directors be conveniently or advantageously carried on by the Company in connection with or as ancillary to the general business of the Company.

(d) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing.

(e) To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.

(f) To acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person firm or company carrying on any business which the Company is authorised to carry on or possess, or which may seem to the Company capable of being conveniently carried on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or any property suitable for the purposes of the Company.

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

(h) To apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, registered designs, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and testing and making researches, and in improving or seeking

to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

(i) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession, or otherwise with any company firm or person, or with any employees of the Company, including in such case if thought fit the conferring of a participation in the management or its directorate, or with any company firm or person carrying on or engaged in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to give to any such company firm or person special rights or privileges in connection with or control over this Company, and in particular the right to nominate one or more Directors of this Company, and to lend money to, guarantee the contracts of, or otherwise assist any such company, firm or person and to take or otherwise acquire shares or securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.

(j) To subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons, firms or companies and to act as agents for the collection, receipt or payment of money and generally to act as agents for and render services to customers and others.

(k) Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee, to guarantee by personal covenant or by mortgaging or charging all or any part of the undertaking,

property and assets present and future and uncalled capital or by both such methods or by any other means whatsoever the performance of the obligations and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any costs or expenses relating thereto whether on any stocks, shares or securities or in any manner whatsoever) by any company, firm or person including but not limited to any company which is for the time being the Company's holding company as defined by Section 736 of the Companies Act, 1985 or a subsidiary of the Company or of the Company's holding company as so defined or any company, firm or person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture or any other person, firm or company whatsoever.

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

(m) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company, and the issue of its capital, or for contributing to or assisting any person, firm or company either issuing or purchasing with a view to issue all or any part of the Company's capital in connection with the advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures

or debenture stock.

(n) To remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.

(o) Generally to purchase, take on lease or exchange, hire, or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.

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

(q) To invest and deal with the moneys of the Company in such manner as may from time to time be determined.

(r) To lend money with or without security, but not to carry on the business of a registered money lender.

(s) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.

(t) To remunerate any person, firm or company for services rendered or to be rendered, in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares, debentures, or debenture stock, or other securities or obligations of the Company or of any company in which this Company may be interested or propose to be

interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of shares, or securities of the Company credited as paid up in full or in part, or otherwise.

(u) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company having objects altogether or in part similar to those of this Company.

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

(w) To sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the Company may think fit, and, in particular, for shares whether fully or partly paid-up, debentures or securities of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares debentures or securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of or turn to account or otherwise deal with all or any part of the property or rights of the Company.

(x) To adopt such means of making known the activities of the Company as may seem expedient, and in particular by advertising in the Press, by circulars, by purchase and of works of art or interest or any other thing likely to give publicity to the Company and the exhibition of all or any thereof, by publication of books and periodicals, and by granting

prizes, rewards and donations.

(y) To support or subscribe to any charitable or public object and any institution, society or club which may be for the benefit of the Company or its Directors, officers or employees, or the Directors, officers and employees of its predecessors in business, or of any subsidiary, allied or associated company, or which may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person (including any Directors or former Directors) who may have served the company or its predecessors in business, or any subsidiary, allied or associated company or to the wives, children or other relatives or dependants of such persons; to make payments towards insurance and to form and contribute to provident pension and benefit funds for the benefit of any Directors or officers of or persons employed by the Company, or of or by its predecessors in business, or of or by any subsidiary, allied or associated company, and to subsidise or assist any association of employers or employees, or any trade association.

(z) To establish and contribute to any scheme for the purchase or subscription by trustees of shares in the Company to be held for the benefit of the Company's employees, and to lend money to the Company's employees to enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them.

(aa) To obtain any Provisional Order or Act of Parliament, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects

into effect or for effecting any modifications of the Company's constitution or for any other purposes which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(bb) To establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit.

(cc) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place.

(dd) To distribute any of the property of the Company in specie among the shareholders.

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

(ff) To do all such other things as are 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 shall be deemed to include any person or partnership of other body of persons whether domiciled in the United Kingdom or elsewhere, and words denoting the singular number

only shall include the plural number and vice versa, and so that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded as Independent objects, and in no ways limited or restricted 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 £100,000 (One hundred thousand pounds) divided up into One hundred thousand shares of £1 (One pound) each.

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

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
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<i>J.J. Ro/20</i> Director for and on behalf of WINDSOR HOUSE NOMINEES LIMITED c/o Messrs. Needham & James Windsor House Temple Row Birmingham B2 5LF	One
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<i>h Leah</i> Director for and on behalf of WINSEC LIMITED c/o Messrs. Needham & James Windsor House Temple Row Birmingham B2 5LF	One
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DATED the 5th day of March 1986

WITNESS to all the above Signatures

*F. S. Westwood*

Francesca Westwood  
216 Lincoln Road North  
Olton  
Solihull  
West Midlands

THE COMPANIES ACT 1985

2005951

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

- of -

CANBERRA (SOUTHERN) LIMITED

PRELIMINARY

1. (a) In these Articles "Table A" means Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 and "the Act" means the Companies Act 1985.

(b) The clauses contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The Clauses in Table A numbered 24, 64, 73, 74, 75, 80, 81 (e), 95 and 97 shall not apply and in addition to the remaining Clauses in Table A the following shall be the Articles of Association of the Company.

SHARES

2. The share capital of the Company is £100,000 (One hundred thousand pounds) divided into 100,000 ordinary shares of £1 (One pound) each.

3. (a) The Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot or otherwise dispose of or grant options over the Company's shares up to the

amount of the share capital created on the incorporation of the Company to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times during the period of five years from the date of incorporation of the Company.

(b) Any shares which the Directors are not authorised to deal with by virtue of paragraph (a) above may, with the consent of the Company in General Meeting, be dealt with by the Directors who may allot or otherwise dispose of or grant options over such shares to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times for a period not exceeding five years from the date of such consent

(c) Accordingly, by virtue of Section 91 of the Act, Sections 89(1), Sections 90(1) to (5) and Section 90(6) of the Act shall be excluded from applying to the Company.

4. The lien conferred by Clause 8 in Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

## NOTICE OF GENERAL MEETING

5. Every notice calling a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to Members in regard to their right to appoint proxies.

## TRANSFERS AND TRANSMISSIONS OF SHARES

6. (a) (1) Any Member may transfer or by Settlement settle or by Will bequeath any Shares held by him or her to or upon trust for a member or members of his or her family as hereinafter defined and in the case of such Settlement or Bequest the Shares so settled or bequeathed may be transferred to the Trustees of the Settlement or Will or to any beneficiary or beneficiaries thereunder, being a member or members of the family of the Settlor or Testator and any Shares of a deceased Member may be transferred by his legal personal representatives to any person entitled under Sections 46 and 47 of The Administration of Estates Act, 1925, as amended by the Intestates' Estates Act 1952, to share in the estate of the deceased Member; provided that such person is a member of the family of the deceased Member. For the purposes hereof, a member of the family of any Member shall include a wife, husband, son-in-law, daughter-in-law, father or mother (including adoptive father or mother) of such Member, or any direct lineal descendant of such father or mother, or an adopted child of such Member or such father or mother or any direct lineal descendant of

any such adopted child but no other person.

(ii) Where any Shares are held upon the trusts of any Deed or Will a transfer thereof may be made upon any change or appointment of new trustees to the new trustees thereof, unless the change is made in connection with the acquisition of any beneficial interest under such trusts by a person not a member of the family of the Settlor or Testator, but the Directors may require evidence to satisfy themselves of the facts in relation to such transfer.

(iii) A Share may at any time be transferred to any person Provided That the written consent of all the Members of the Company is given to such transfer.

(iv) A share may at any time be transferred by a corporate Member to:-

(A) a company formed to acquire the whole or a substantial part of the undertaking or assets of such corporate member; or

(B) its holding company or subsidiary (as such expressions are defined by Section 736 of the Act) for the time being or to any subsidiary of such holding company.

(b) The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of Shares other than a transfer made pursuant to sub-Article (a) hereof. The Directors shall subject to sub-Article (c) hereof be obliged to register any transfer made pursuant to sub-Article (a) hereof.

(c) The Directors may refuse to register a transfer unless:-

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

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

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

#### PROCEEDINGS AT GENERAL MEETINGS

7. The following words shall be added to the end of Clause 41 in Table A "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum".

8. It shall not be necessary to give any notice of an adjourned meeting and Clause 45 in Table A shall be construed accordingly.

9. A poll may be demanded by any Member present in person or by proxy and Clause 46 in Table A shall be modified accordingly.

#### DIRECTORS

10. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than one. In the event of the minimum number of Directors fixed pursuant to the Articles of Association of the Company being one, a sole Director shall have authority to

exercise all the powers and discretions vested in the Directors generally.

11. A Director need not hold any shares of the Company to qualify him as a Director.

12. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 94 in Table A shall be modified accordingly.

14. A Director shall not retire by rotation and Clauses 76, 77 and 78 in Table A shall be modified accordingly.

15. A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and Clause 79 in Table A shall be modified accordingly.

16. Without prejudice to the provisions of Section 303 of the Act the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The company may by Ordinary Resolution appoint another person in

place of the Director so removed.

17. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate and he shall count for himself and for each Director for whom he acts as alternate for the purpose of determining whether a quorum be present.

18. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

*JJ Rofus*  
Director for and on behalf of  
WINDSOR HOUSE NOMINEES LIMITED  
c/o Messrs. Needham & James  
Windsor House  
Temple Row  
Birmingham  
B2 5LF

*M. Sealant*  
Director for and on behalf of  
WINSEC LIMITED  
c/o Messrs. Needham & James  
Windsor House  
Temple Row  
Birmingham  
B2 5LF

---

DATED the 5th day of March 1986

WITNESS to all the above Signatures

*F. S. Westwood*  
Francesca Westwood  
216 Lincoln Road North  
Olton  
Solihull  
West Midlands

Secretary

**G**

COMPANIES FORM No. 10

**Statement of first directors  
and secretary and intended  
situation of registered office****10**Please do not  
write in  
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

2005951

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

Name of company

\* insert full name  
of company

*	
CANBERRA (SOUTHERN) LIMITED	

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

C/o NEEDHAM & JAMES,	
WINDSOR HOUSE,	
TEMPLE ROW,	
BIRMINGHAM	
Postcode	B2 5LF

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

NEEDHAM & JAMES,	
WINDSOR HOUSE,	
TEMPLE ROW,	
BIRMINGHAM	
Postcode	B2 5LF

Number of continuation sheets attached (see note 1)

Presenter's name address and  
reference (if any):NEEDHAM & JAMES  
WINDSOR HOUSE  
TEMPLE ROW  
BIRMINGHAM B2 5LF  
MRS/CANBERRAFor official Use  
General Section

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 (note 2) are as follows:

Please do not write in this margin

Name (note 3) WINDSOR HOUSE NOMINEES LIMITED		Business occupation Company
Previous name(s) (note 3)		Nationality British
Address (note 4) C/O NEEDHAM & JAMES, WINDSOR HOUSE, TEMPLE ROW, BIRMINGHAM,		Date of birth (where applicable) (note 6)
	Postcode B2 5LF	
Other directorships †		
I consent to act as director of the company named on page 1		
Signature <i>J.J. Roper.</i>		Date 5-3-86

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet

For and on behalf of Windsor House Nominees Limited.

Name (note 3) WINSEC LIMITED		Business occupation Company
Previous name(s) (note 3)		Nationality British
Address (note 4) C/O NEEDHAM & JAMES, WINDSOR HOUSE, TEMPLE ROW, BIRMINGHAM,		Date of birth (where applicable) (note 6)
	Postcode B2 5LF	
Other directorships †		
I consent to act as director of the company named on page 1		
Signature <i>W. Leaton</i>		Date 5-3-86

For and on behalf of Winsec Limited.

Name (note 3)		Business occupation
Previous name(s) (note 3)		Nationality
Address (note 4)		Date of birth (where applicable) (note 6)
	Postcode	
Other directorships †		
I consent to act as director of the company named on page 1		
Signature		Date

Please do not  
write in  
this margin

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

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 3 & 7)		WINSEC LIMITED	
Previous name(s) (note 3)			
Address (notes 4 & 7)		C/O NEEDHAM & JAMES, WINDSOR HOUSE, TEMPLE ROW, BIRMINGHAM	
		Postcode	B2 5LF
I consent to act as secretary of the company named on page 1			
Signature		Date 5.3.86	

For and on behalf of Winsec Limited.

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

delete if the form is  
signed by the  
subscribers

Signature of agent on behalf of subscribers	Date
---	------

delete if the form is  
signed by an agent on  
behalf of the  
subscribers.

All the subscribers  
must sign either  
personally or by a  
person or persons  
authorised to sign  
for them.

Signed	J.W. Roper	For and on behalf of Windsor House Nominees Ltd	Date	5-3-86
Signed	h. Leabon	For and on behalf of Winsec Ltd.	Date	5.3.86
Signed			Date	
Signed			Date	
Signed			Date	
Signed			Date	

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2005951

I hereby certify that

CANBERRA (SOUTHERN) LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the

2ND APRIL 1986

*D. M. Wilkie*  
MRS. D. M. WILKIE

an authorised officer

No. 2005951

THE COMPANIES ACTS 1985

COMPANY LIMITED BY SHARES

RESOLUTION IN WRITING OF THE MEMBERS

OF

CANBERRA (SOUTHERN) LIMITED

Pursuant to Clause 53 Table A Companies (Tables A-F)  
Regulations the following Resolution in Writing was passed on

R E S O L U T I O N

"THAT the Articles of Association of the Company produced to each Member be and they are hereby adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association."

FOR AND ON BEHALF OF  
WINSEC LIMITED

Director and Subscriber

Date 30th May 1986

FOR AND ON BEHALF OF  
WINSEC LIMITED

Director and Subscriber

30th May 1986



2005951

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

CANBERRA (SOUTHERN) LIMITED

1. The Name of the Company is "Canberra (Southern) 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 acquire by purchase, lease, exchange or otherwise for development, investment or resale and to traffic in land and house and other property of any tenure or any interest therein and to create, reserve, sell and deal in freehold and leasehold ground rents, and to make advances upon the security of land or house or other property or any interest therein and whether on first mortgage or subject to a prior mortgage or mortgages and generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property (whether real or personal) or any interest therein and to turn the same to account as may seem expedient and to carry on all or any of the businesses of property developers and managers, builders and building contractors, civil engineers, contractors for the construction, maintenance, repair, decoration, alteration and demolition of



buildings of all kinds, builders' merchants, proprietors, hirers, letters on hire, manufacturers, repairers, merchants and factors of, agents for and dealers in builders' and general contractors' plant, machinery, implements, equipment and appliances of all kinds, miners of, merchants of and dealers in coal, stone, gravel, sand, brick, tiles, slates, lime, cement, plastic and plastic substances and general building materials, requisites and goods of every description, haulage contractors, undertakers, insurance agents, property owners, repairers and jobbers, auctioneers, valuers, architects, surveyors, house, land and estate agents.

(b) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein, or likely to be required by customers or other persons having, or about to have, dealings with the Company.

(c) To carry on any trade or business whatsoever which can in the opinion of the Directors be conveniently or advantageously carried on by the Company in connection with or as ancillary to the general business of the Company.

(d) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing.

(e) To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.

(f) To acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person firm or company carrying on any business which the Company is authorised to carry on or possess, or which may seem to the Company capable of being conveniently carried on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or any property suitable for the purposes of the Company.

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

(h) To apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, registered designs, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and testing and making researches, and in improving or seeking

to improve any patents, inventions or rights which the Company may acquire or propose to acquire.

(i) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession, or otherwise with any company firm or person, or with any employees of the Company, including in such case if thought fit the conferring of a participation in the management or its directorate, or with any company firm or person carrying on or engaged in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to give to any such company firm or person special rights or privileges in connection with or control over this Company, and in particular the right to nominate one or more Directors of this Company, and to lend money to, guarantee the contracts of, or otherwise assist any such company, firm or person and to take or otherwise acquire shares or securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.

(j) To subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons, firms or companies and to act as agents for the collection, receipt or payment of money and generally to act as agents for and render services to customers and others.

(k) Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee, to guarantee by personal covenant or by mortgaging or charging all or any part of the undertaking,

property and assets present and future and uncalled capital or by both such methods or by any other means whatsoever the performance of the obligations and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any costs or expenses relating thereto whether on any stocks, shares or securities or in any manner whatsoever) by any company, firm or person including but not limited to any company which is for the time being the Company's holding company as defined by Section 736 of the Companies Act, 1985 or a subsidiary of the Company or of the Company's holding company as so defined or any company, firm or person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture or any other person, firm or company whatsoever.

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

(m) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company, and the issue of its capital, or for contributing to or assisting any person, firm or company either issuing or purchasing with a view to issue all or any part of the Company's capital in connection with the advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures

or debenture stock.

(n) To remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.

(o) Generally to purchase, take on lease or exchange, hire, or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.

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

(q) To invest and deal with the moneys of the Company in such manner as may from time to time be determined.

(r) To lend money with or without security, but not to carry on the business of a registered money lender.

(s) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.

(t) To remunerate any person, firm or company for services rendered or to be rendered, in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares, debentures, or debenture stock, or other securities or obligations of the Company or of any company in which this Company may be interested or propose to be

interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of shares, or securities of the Company credited as paid up in full or in part, or otherwise.

(u) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company having objects altogether or in part similar to those of this Company.

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

(w) To sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the Company may think fit, and, in particular, for shares whether fully or partly paid-up, debentures or securities of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares debentures or securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of or turn to account or otherwise deal with all or any part of the property or rights of the Company.

(x) To adopt such means of making known the activities of the Company as may seem expedient, and in particular by advertising in the Press, by circulars, by purchase and of works of art or interest or any other thing likely to give publicity to the Company and the exhibition of all or any thereof, by publication of books and periodicals, and by granting

prizes, rewards and donations.

(y) To support or subscribe to any charitable or public object and any institution, society or club which may be for the benefit of the Company or its Directors, officers or employees, or the Directors, officers and employees of its predecessors in business, or of any subsidiary, allied or associated company, or which may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person (including any Directors or former Directors) who may have served the company or its predecessors in business, or any subsidiary, allied or associated company or to the wives, children or other relatives or dependants of such persons; to make payments towards insurance and to form and contribute to provident pension and benefit funds for the benefit of any Directors or officers of or persons employed by the Company, or of or by its predecessors in business, or of or by any subsidiary, allied or associated company, and to subsidise or assist any association of employers or employees, or any trade association.

(z) To establish and contribute to any scheme for the purchase or subscription by trustees of shares in the Company to be held for the benefit of the Company's employees, and to lend money to the Company's employees to enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them.

(aa) To obtain any Provisional Order or Act of Parliament, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects

into effect or for effecting any modifications of the Company's constitution or for any other purposes which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(bb) To establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit.

(cc) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place.

(dd) To distribute any of the property of the Company in specie among the shareholders.

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

(ff) To do all such other things as are 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 shall be deemed to include any person or partnership of other body of persons whether domiciled in the United Kingdom or elsewhere, and words denoting the singular number

only shall include the plural number and vice versa, and so that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and in no ways limited or restricted 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 £100,000 (One hundred thousand pounds) divided up into One hundred thousand shares of £1 (One pound) each.

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

---

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
---	---

---

Director for and on behalf of  
WINDSOR HOUSE NOMINEES LIMITED  
c/o Messrs. Needham & James  
Windsor House  
Temple Row  
Birmingham  
B2 5LF

One

Director for and on behalf of  
WINSEC LIMITED  
c/o Messrs. Needham & James  
Windsor House  
Temple Row  
Birmingham  
B2 5LF

One

---

DATED the 5th day of March 1986

WITNESS to all the above Signatures

Francesca Westwood  
216 Lincoln Road North  
Olton  
Solihull  
West Midlands

THE COMPANIES ACT 1985

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

- of -

CANBERRA (SOUTHERN) LIMITED

PRELIMINARY

1. (a) In these Articles "Table A" means Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 and "the Act" means the Companies Act 1985.

(b) The clauses contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The Clauses in Table A numbered 24, 64, 73, 74, 75, 80, 81 (e), 95 and 97 shall not apply and in addition to the remaining Clauses in Table A the following shall be the Articles of Association of the Company.

SHARES

2. The share capital of the Company is £100,000 (One hundred thousand pounds) divided into 100,000 ordinary shares of £1 (One pound) each.

3. (a) The Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot or otherwise dispose of or grant options over the Company's shares up to the

amount of the share capital created on the incorporation of the Company to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times during the period of five years from the date of incorporation of the Company.

(b) Any shares which the Directors are not authorised to deal with by virtue of paragraph (a) above may, with the consent of the Company in General Meeting, be dealt with by the Directors who may allot or otherwise dispose of or grant options over such shares to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times for a period not exceeding five years from the date of such consent

(c) Accordingly, by virtue of Section 91 of the Act, Sections 89(1), Sections 90(1) to (5) and Section 90(6) of the Act shall be excluded from applying to the Company.

4. The lien conferred by Clause 8 in Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

## NOTICE OF GENERAL MEETING

5. Every notice calling a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to Members in regard to their right to appoint proxies.

## TRANSFERS AND TRANSMISSIONS OF SHARES

6. (a) Except as hereinafter provided in this Article 6 no shares in the Company or any beneficial or other interest therein (together "Shares") shall be transferred, charged or otherwise disposed of unless and until the rights of pre-emption hereinafter contained shall have been exhausted.

(b) Before transferring, charging or otherwise disposing of any Shares a member ("the Proposing Transferor") shall serve on the Company notice in writing (a "Transfer Notice") specifying the Shares he wishes to so transfer, charge or otherwise dispose of ("the Said Shares"). Subject as hereinafter mentioned, a Transfer Notice shall constitute the Company the Proposing Transferor's agent for the sale of the Said Shares to those persons mentioned in sub-clause (d) of this Article at a price to be determined in accordance with sub-clause (c) of this Article. All Shares sold pursuant to a Transfer Notice shall be sold inclusive of the right to any dividend or other distribution in respect of such Shares paid or made after the date such Transfer Notice is served or is deemed to have been served. A Transfer Notice may contain a provision that unless all the Said Shares are sold pursuant to this Article, part only thereof shall not be so sold and any such provision shall be binding on the Company. A Transfer Notice when served or deemed to be served shall not be revocable

except with the consent of the Directors.

(c) If no agreement has been made between the Directors and the Proposing Transferor as to the value of the Said Shares ("the Price") within 21 days of the service or deemed service of a Transfer Notice the Company shall forthwith instruct the Auditor or Auditors for the time being of the Company ("the Auditor") to determine the Price and shall provide such information as is necessary for the Auditor to make such determination. In those circumstances the Price shall be the fair value of the Sale Shares as at the date of the service or deemed service of the Transfer Notice on the basis of a sale thereof at arms length between a willing buyer and a willing seller. In so determining the Price the Auditor shall be considered to be acting as an expert and not as an arbitrator and such determination shall be final and binding on all relevant parties. The cost of obtaining such determination shall be borne by the Company.

(d) Forthwith upon the agreement or determination of the Price the Company shall by notice in writing inform each member other than the Proposing Transferor of the number of the Said Shares and of the Price therefor and shall invite each such member to apply in writing to the Company within 21 days of the despatch of the notice (which date shall be specified therein) for such maximum number of the Said Shares (being all or any thereof) as he shall specify in such application.

(e) If any such member or members ("the Applicants") shall within the said period of 21 days apply for all or (except where the Transfer Notice provides otherwise) any of the Said Shares, the Directors shall allocate the Said Shares (or

so many of them as shall be applied for as aforesaid) to or amongst the Applicants and in the case of competition pro rata (as nearly as possible) according to the nominal value of shares in the Company of which each Applicant is the registered holder provided that no Applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid. The Company shall at the end of such 21 day period forthwith give notice of such allocations (an "Allocation Notice") to the Proposing Transferor and to the persons to whom the Said Shares have been allocated ("the Purchasers") and shall specify in the Allocation Notice the place and time (being not earlier than 21 and not later than 28 days after the date of the Allocation Notice) at which the sale of the Said Shares so allocated ("the Transfer Shares") shall be completed.

If the Company receives no applications for the Said Shares at the end of the 21 day period referred to in sub-clause (d) of this Article it shall forthwith by notice in writing (the "Non-Allocation Notice") inform the Proposing Transferor that he is entitled to transfer the Said Shares in accordance with sub-clause (g) hereof.

(f) The Proposing Transferor shall be bound to transfer the Transfer Shares to the Purchasers for the Price and each Purchaser shall be bound to pay such part of the Price as is referable to the number of the Transfer Shares to be transferred to him in return for an executed transfer of such shares at the time and place therein specified in the Allocation Notice. If the Proposing Transferor shall fail to transfer the Transfer Shares (or any of them) any one of the Directors shall be deemed to have been irrevocably appointed his Attorney with

full power to execute, complete and deliver in the name and on behalf of the Proposing Transferor, transfers of the Transfer Shares to the Purchasers against payment to the Company of the Price severally and pro rata to the number of the Transfer Shares to be acquired by them. On payment to the Company by each Purchaser of such part of the Price which is referable to the number of the Transfer Shares to be acquired by him each such Purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery and due stamping of the transfer such Purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of such shares. The Company shall forthwith pay the Price into a separate bank account in the Company's name and shall hold such amount in trust for the Proposing Transferor.

(g) During the period of 28 days following receipt of the Allocation Notice or the Non-Allocation Notice the Proposing Transferor shall be at liberty to transfer to any persons and at any price (not being less than the Price or such part of the Price as is referable to the number of the Said Shares sold under this sub-clause (g)) any of the Said Shares not allocated by the Directors in the Allocation Notice or all of the Said Shares if he has received a Non-Allocation Notice provided that if the Proposing Transferor shall have stipulated in his Transfer Notice that unless all the Said Shares were sold pursuant to this Article, part only thereof should not be so sold, the Proposing Transferor shall not be entitled, save with the written consent of all the other members of the Company, to sell thereunder part only of the Said Shares.

(h) If any member, being an employee of the Company or of any of its subsidiaries or of its holding company (as such expressions are defined by Section 736 Companies Act 1985) or of any subsidiary of such holding company (hereinafter together called "the Group") shall:-

(i) have given notice to the Group of the termination of his employment with the Group; or

(ii) voluntarily terminate his employment with the Group without giving notice thereof; or

(iii) cease to be employed by the Group by reason of the Group properly terminating his employment for breach of the terms of the contract of employment or service agreement then in existence between such member and the Group

a Transfer Notice shall be deemed to have been served on the date of the termination of such members employment with the Group in accordance with sub-clause (b) of this Article in respect of his entire holding of shares in the Company except that such Transfer Notice shall not be deemed to contain such a provision as is referred to in the penultimate sentence of such sub-clause (b).

(i) If any member or in the case of joint holders if the sole survivor of such joint holders should die a Transfer Notice shall be deemed to have been served upon the date that the Company receives notice of the death of such member in accordance with sub-clause (b) of this Article in respect of the his entire holding of shares in the Company except that such Transfer Notice shall not be deemed to contain such a provision as is referred to in the penultimate sentence of such sub-clause

(b).

(j) If any member shall become bankrupt or make any arrangement or composition with his creditors or become of unsound mind or if while he is a patient within the meaning of the Mental Health Act 1959 an order shall be made in respect of his property under Section 102 of that Act a Transfer Notice shall be deemed to have been served on the date of the happening of any such event in accordance with sub-clause (b) of this Article in respect of his entire holding of shares in the Company except that such Transfer Notice shall not be deemed to contain such a provision as is referred to in the penultimate sentence of such sub-clause (b).

(k) If a member without serving a Transfer Notice should attempt to transfer, charge or otherwise dispose of Shares a Transfer Notice shall be deemed to be served in accordance with sub-clause (b) of this Article in respect of his entire holding of shares in the Company upon the date that the Company receives notice of any such attempted transfer, charge or other disposal except that such Transfer Notice shall not be deemed to contain such a provision as is referred to in the penultimate sentence of such sub-clause (b).

(l) If as a result of the happening of one or more events a member serves or is deemed to have served more than one Transfer Notice, the effective Transfer Notice shall be the one which is served or deemed to have been served earliest and any subsequent Transfer Notice shall only take effect in respect of such member's holding of Shares not covered by a previous Transfer Notice. If a member serves a Transfer Notice and is also deemed to have served a Transfer Notice on the same

date, such Transfer Notice as is deemed to have been served shall first be effective.

(m) The procedure on transfer contained in this Article shall not apply to:-

(i) any transfer, charge or other disposal approved in writing by all the members;

(ii) (where any Shares are held by joint holders), any transfer by operation of law into the name(s) of the surviving holders, on the death of any such joint holder;

(iii) any transfer by a corporate member to a company formed to acquire the whole or a substantial part of the undertaking and assets of such corporate member as part of the scheme of amalgamation or reconstruction;

(iv) any transfer by a corporate member to its holding company or subsidiary (as such expressions are defined by Section 736 of the Companies Act 1985) for the time being or to any other subsidiary of such holding company

(v) any transfer to another member

Provided that it be proved to the satisfaction of the Directors that the transfer bona fide falls within one of the above exceptions.

(n) The Directors shall register any transfer of Shares made pursuant to the provisions of this Article 6 or in a circumstance mentioned in sub-clause (m) hereof but shall not register any other Transfer of Shares.

## PROCEEDINGS AT GENERAL MEETINGS

7. The following words shall be added to the end of Clause 41 in Table A "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum".

8. It shall not be necessary to give any notice of an adjourned meeting and Clause 45 in Table A shall be construed accordingly.

9. A poll may be demanded by any Member present in person or by proxy and Clause 46 in Table A shall be modified accordingly.

## DIRECTORS

10. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than one. In the event of the minimum number of Directors fixed pursuant to the Articles of Association of the Company being one, a sole Director shall have authority to exercise all the powers and discretions vested in the Directors generally.

11. A Director need not hold any shares of the Company to qualify him as a Director.

12. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either

in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 94 in Table A shall be modified accordingly.

14. A Director shall not retire by rotation and Clauses 76, 77 and 78 in Table A shall be modified accordingly.

15. A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and Clause 79 in Table A shall be modified accordingly.

16. Without prejudice to the provisions of Section 303 of the Act the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The company may by Ordinary Resolution appoint another person in place of the Director so removed.

17. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate and he shall count for himself and for each Director for whom he acts as alternate for the purpose of determining whether a quorum be present.

18. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of

seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

Director for and on behalf of  
WINDSOR HOUSE NOMINEES LIMITED  
c/o Messrs. Needham & James  
Windsor House  
Temple Row  
Birmingham  
B2 5LF

Director for and on behalf of  
WINSEC LIMITED  
c/o Messrs. Needham & James  
Windsor House  
Temple Row  
Birmingham  
B2 5LF

---

DATED the 5th day of March 1986

WITNESS to all the above Signatures

Francesca Westwood  
216 Lincoln Road North  
Olton  
Solihull  
West Midlands

Secretary

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

22

Please do not  
write in this  
margin

Pursuant to section 225(1) of the Companies Act 1985

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

**To the Registrar of Companies**

For official use

Company number

2005951

\*Insert full name  
of company

Name of company

\* CANBERRA (SOUTHERN) LIMITED

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

### Note

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

Day      Month

3	1	0	5
---	---	---	---

†Delete as appropriate

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

Day      Month      Year

3	1	0	5	1	9	8	7
---	---	---	---	---	---	---	---

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

See note 4c and  
complete as  
appropriate

~~The company is a [subsidiary] [holding company]† of:~~

\_\_\_\_\_, company number.

~~the accounting reference date of which is...~~

Signed.

Director

[Secretar

Date \_\_\_\_\_

2nd October 1986

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

NEEDHAM & JAMES,  
WINDSOR HOUSE,  
TEMPLE ROW,  
BIRMINGHAM. B2 5LF.  
JCH/CANBERRA

For official use  
General Section

Post room



# G

COMPANIES FORM No. 225(1)

# 225(1)

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

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

For official use

Company number

\*Insert full name of company

Name of company


2005951

*	Canberra (Southern) Limited
---	-----------------------------

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

†Delete as appropriate

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	0
---	---	---	---

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

Day Month Year

3	1	1	0	1	9	8	8
---	---	---	---	---	---	---	---

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.

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

Signed *MR Owee*

Designation† Company Secretary

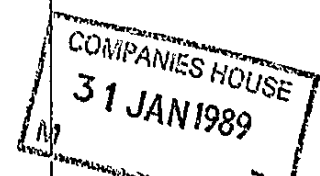
Date 19/1/89

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

L R Grove  
Arden House  
Oakenshaw Road  
Shirley  
Solihull  
West Midlands

For official use  
General Section

Post room



7-4

MINUTES OF AN EXTRAORDINARY GENERAL MEETING  
OF MEMBERS OF



CANBERRA (SOUTHERN) LIMITED

Company Number 2005951

Held at Arden House, Oakenshaw Road, Shirley, Solihull, West Mids  
at 10.00am on 10 February 1989

---

Present: G R McCallum (Director)  
E W Grove (Director)  
S B Queen (Secretary)

---

Chairman: G R McCallum took the Chair.


The Secretary tabled a notice received from Canberra Property Group Limited authorising Mr G R McCallum to vote as proxy on its behalf in respect of its 85% shareholding.

A SPECIAL RESOLUTION WAS PASSED AS FOLLOWS:-


That the name of the Company be changed from Canberra (Southern) Limited to Alfred McAlpine Homes Southern Limited.

The Secretary was instructed to inform the Registrar of Companies accordingly.

11/3/89 NPS

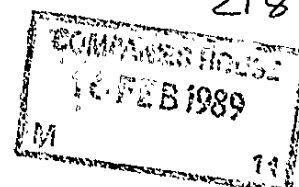
  
.....  
CHAIRMAN

For and on behalf of Canberra Property Group Limited


  
.....  
G R McCALLUM, DIRECTOR



2035/660  
218327



- Certified True Copy

  
.....  
S B QUEEN, SECRETARY

FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2005951

I hereby certify that

**CANBERRA (SOUTHERN) LIMITED**

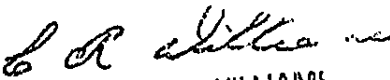
having by special resolution changed its name,

is now incorporated under the name of

**ALFRED MCALPINE HOMES SOUTHERN LIMITED**

Given under my hand at the Companies Registration Office,

Cardiff the 1 MARCH 1989

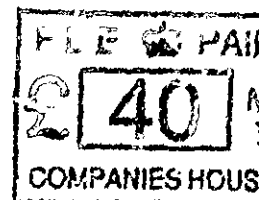
  
MRS. C. R. WILLIAMS

an authorised officer

2005951

22/1

MINUTES OF AN EXTRAORDINARY GENERAL MEETING  
OF MEMBERS OF



ALFRED MCALPINE HOMES SOUTHERN LIMITED

Held at National Westminster House, 3 Hampshire Corporate Park,  
Templars Way, Chandlers Ford, Eastleigh, Hants. at 09.30 am on  
13th December 1989.

Present: T. Hough (Director)  
A.W.R. Burton (Director)  
I.M. White (Secretary)

Chairman: T. Hough took the Chair.

The meeting was convened at 09.30. The Secretary tabled a notice  
received from Canberra Property Group Limited authorising Mr T. Hough  
to Vote as proxy on its behalf in respect of its 85% Shareholding.

At 09.33 the Chairman contacted the reception to enquire of anybody  
waiting to attend the Extraordinary General Meeting of Alfred McAlpine  
Homes Southern Limited, the reception confirmed that there was nobody  
waiting.

A SPECIAL RESOLUTION WAS PASSED AS FOLLOWS:

That the name of the company be changed from Alfred McAlpine  
Homes Southern Limited to Canberra (Southern) Limited.

The Secretary was instructed to inform the Registrar of Companies  
accordingly.

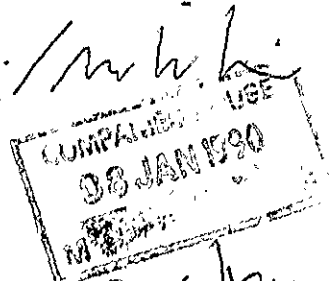
.....  
Chairman

For and on behalf of Canberra Property Group Limited.

.....  
T. Hough, Director

Certified True Copy

.....  
I.M. White  
Secretary



3/1/90



# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2005951

I hereby certify that

ALFRED MCALPINE HOMES SOUTHERN LIMITED

having by special resolution changed its name,

is now incorporated under the name of

CANBERRA (SOUTHERN) LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 22 JANUARY 1990

*M. Rose*  
M. ROSE

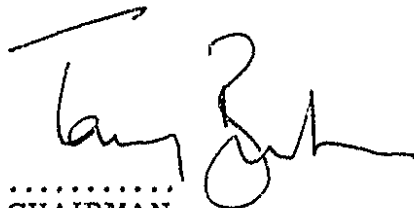
an authorised officer

No: 2005951

THE COMPANIES ACT 1948 TO 1985  
COMPANIES LIMITED BY SHARES  
SPECIAL RESOLUTIONS  
OF  
CANBERRA (SOUTHERN) LIMITED

At an ANNUAL GENERAL MEETING of the above named company duly convened and held at National Westminster House, 3 Hampshire Corporate Park, Templars Way, Chandlers Ford, Eastleigh, Hampshire on 30th September 1993 the following resolution was duly passed:

IT WAS RESOLVED not to appoint Auditors as there had been no accounting transactions since the end of the previous year for which financial statements had been adopted and returned to the Companies Registrar.

  
.....  
CHAIRMAN



# G

COMPANIES FORM No. 225(1)

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

# 225(1)

DX 33050 CARDIFF

Please do not write in this margin.

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

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

\*Insert full name of company.

### Note

Details of day and month in 2, 3 and 4 should be the same.

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

†Delete as appropriate.

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

Company number

2005951

Name of company

CANBERRA (SOUTHERN) LTD

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

Day Month

3 1 1 2

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

Day Month Year

3 1 1 2 1 9 9 4

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

The company is a [subsidiary] [parent]† undertaking of ALFA MCGRAW  
DEVELOPMENTS LIMITEDcompany number 1152419the accounting reference date of which is 31 DECEMBER 1994

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

An administration order was made in relation to the company on N/A and it is still in force.

6. Signed

Designation† SECRETARY Date 31/08/94

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

IAN WHITE

For official use  
D.E.B.

Post room

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

National Westminster House, 3 Hampshire Corporate Park  
Temple Way, Chandlers Ford, Eastleigh, Hants SO5 3RY  
Telephone (0703) 255288, Fax (0703) 251344