

No. 2249388

Companies Act 1985

COMPANY LIMITED BY SHARES

Memorandum
and
Articles of Association
of

KIER (ELEVEN) LIMITED

Incorporated the 28th day of April 1988

COMPANY LIMITED BY SHARES

Memorandum of Association

of

KIER (ELEVEN) LIMITED

(Amended by Special Resolution passed on 30TH OCTOBER 1989)

1. The name of the Company is Kier (Eleven) Limited. *
2. The registered office of the Company is to be situated in England.
3. The objects for which the Company is established are:-
 - (A) (i) To purchase, take on lease, exchange, lease or otherwise deal in and to hold for the purpose of investment, development or resale and to traffic in any freehold, leasehold or other property for any estate or interest whatever, and any options, rights, privileges or easements over or in respect of the same and to purchase, exchange or otherwise deal in stocks, debentures, debenture stock, bonds, obligations or securities of any government, state or authority or of any public or private company, corporate or unincorporated; to make advances upon the security of land or house or other property or any interest therein
 - (ii) To carry on all or any of the business of building and civil engineering contractors, land, estate and property developers, repairers and jobbers, estate agents and managers, mortgage and insurance brokers, and agents, surveyors, valuers and auctioneers, builders' merchants, plant hire specialists, painters, decorators, plumbers, farmers, stock and poultry breeders, produce merchants, grocers, confectioners, tobacconists and newsagents, haulage and transport contractors, electricians and general engineers.
 - (iii) To carry on all or any of the business of hire purchase financiers, and hire purchase consultants, financiers for the promotion of the sale for cash or on credit, or on the instalment plan or hire purchase agreement or easy payment system or otherwise of goods, wares, produce, products and merchandise of every description, and to lend and advance

* The name of the Company was changed from Beazer Roche Developments Ltd pursuant to Special Resolution passed on 12th February 1990.

money to, or negotiate loans on behalf of, and to provide credit facilities for such persons, firms or companies, and on such terms as may seem expedient; to operate, for cash or credit, discount stores; to give guarantees or become security for the payment of money or the performance of any obligation or undertakings.

- (B) To purchase, take on lease, or on hire or otherwise acquire, hold, develop, sell, hire out, grant leases or licences or otherwise dispose of or deal with real and personal property of all and any kinds and any interest, right or privilege therein, for such consideration and on such terms as may be considered expedient.
- (C) To purchase, subscribe for or otherwise acquire and hold and deal with, any shares, stocks, debentures, bonds, or other securities, investments of any nature whatsoever, or any options in respect thereof, and to buy and sell foreign exchange.
- (D) To sell or otherwise dispose of the whole or any part of the businesses and/or undertaking of the Company, either together or in portions for such consideration and on such terms as may be considered expedient.
- (E) To improve, manage, construct, repair, develop, exchange, let on lease, or otherwise, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (F) To purchase or otherwise acquire and undertake, and to supervise and manage, all or any part of the business, property, assets and liabilities of any person or company.
- (G) To invest and deal with the monies of the Company not immediately required for the purpose of its business in or on such investments or securities and in such manner as may be considered expedient, and to dispose of or vary any such investments or securities.
- (H) To enter into any partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or proposing to carry on any business.
- (I) To lend or advance money or give credit with or without security to such persons, companies or corporations, and on such terms as may be considered expedient, and to receive money on deposit or loan from any person, company, or corporation on such terms as may be considered expedient.
- (J) To borrow or raise money on such terms and on such security as may be considered expedient and, in particular, but without limiting the generality of the foregoing, by the issue or deposit of debentures, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company both present and future, including its uncalled capital.
- (K) To guarantee in any manner the payment of any moneys, the discharge of any debts and liabilities and the performance of any kind of obligation by any person, firm or corporation, wherever resident, formed or incorporated, including, but without limitation, any corporation which is a holding

company, a subsidiary or a fellow subsidiary of the Company, to give any kind of indemnity or other undertaking in relation to the foregoing, to secure any such guarantee, indemnity or undertaking or the payment, discharge and performance of any such moneys, debts, liabilities and obligations by any mortgage, charge, pledge, lien or other security of any kind upon the whole or any part of the undertaking, property and assets of the Company, present and future, wherever situate, including its uncalled capital, and, without prejudice to the generality of the preceding words, to enter into any such transaction in relation to any debenture stock, loan stock, bonds, notes or other securities which have been or may be issued or allotted (whether in England or elsewhere) by any person, firm or corporation, and to effect all kinds of similar transactions under the laws of England or any other country or territory.

- (L) To pay for any property, assets or rights acquired by the Company, and to discharge or satisfy any debt, obligation or liability of the Company, either in cash or in shares with or without preferred or deferred rights in respect of dividend or repayment or capital or otherwise, or by any other securities which the Company has power to issue, or partly in one way and partly in another, and generally on such terms as may be considered expedient.
- (M) To accept payment for any property, assets or rights disposed of or dealt with or for any services rendered by the Company, or in discharge or satisfaction of any debt, obligation or liability to the company, either in cash or in shares, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in any other securities, or partly in one way and partly in another, and generally on such terms as may be considered expedient.
- (N) To form, promote, finance or assist any other company, whether for the purpose of acquiring all or any of the undertaking, property and assets of the Company or for any other purpose which may be considered expedient.
- (O) To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, stocks, debentures, bonds and other securities of any company on such terms as to remuneration and otherwise as may be considered expedient.
- (P) To apply for, purchase or otherwise acquire and hold, use, develop, sell, licence or otherwise dispose of or deal with patents, copyrights, designs, trade marks, secret processes, know-how and inventions, and any interest therein, and to make experiments and tests, and to carry on all kinds of research work.
- (Q) To draw, make, accept, endorse, negotiate, discount, execute, and issue promissory notes, bills of exchange, script warrants and other transferable or negotiable instruments.
- (R) 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 or holding company of the Company or which is a subsidiary of any holding 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 dependents of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, 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 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 and without prejudice to the generality of the foregoing to act either alone or jointly as trustee or administrator for the furtherance of any of the aforesaid purposes.

- (S) To establish, on and subject to such terms as may be considered expedient, a scheme or schemes for or in relation to the purchase of, or subscription for, any fully or partly paid shares in the capital of the Company by, or by trustees for, or otherwise for the benefit of, employees of the Company or of its subsidiary or associated companies.
- (T) To the extent permitted by law, to give financial assistance for the purpose of the acquisition of shares of the Company, or for the purpose of such an acquisition of shares of the Company or for the purpose of reducing or discharging a liability incurred for the purpose of such an acquisition, to give such assistance by means of a gift, loan, guarantee, indemnity, the provision of security or otherwise.
- (U) To subscribe or guarantee money for any national, charitable, benevolent, public, general, political or useful object, and to undertake and execute any trusts the undertaking whereof may be considered expedient, and either gratuitously or otherwise.
- (V) To enter into any arrangement with any Government or other authority, supreme, municipal, local or otherwise, and to obtain from any such Government or authority any rights, concessions, privileges, licences and permits, and to promote any legislation, as may be considered expedient.
- (W) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with the sanction (if any) for the time being required by law.
- (X) To remunerate any person or company rendering service to the Company in any manner and to pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company and of any other company formed, promoted, financed or assisted by the Company, or which the Company shall consider to be in the nature of preliminary

expenses in relation to the Company or any such other company, including the cost of advertising, commissions for underwriting, brokerage, printing and stationery, and the legal and other expenses of the promoters.

- (Y) To carry on any business which, in the opinion of the Directors of the Company, may seem capable of being conveniently carried on in connection with or as ancillary to any of the above businesses or calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects and to do all other things as may be incidental or conducive to the attainment of any of the objects of the Company.
- (Z) To do all or any of the above things in any part of the world, either alone or in conjunction with others, and either as principals, agents, contractors, trustees or otherwise and either by or through agents, contractors, trustees or otherwise.

It is hereby declared (1) that the expressions 'Subsidiary' and 'Holding Company' where they appear in this Clause shall have the meanings ascribed to those expressions by Section 736 of the Companies Act 1985; (2) that, where the context so admits, the word 'Company' in this Clause shall be deemed to include any partnership or other body of persons whether or not incorporated and, if incorporated, whether or not a company within the meaning of the Companies Act 1985; and (3) that the objects specified in each of the sub-clauses of this Clause shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed therein) by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each defined the objects of a separate and distinct company.

4. The liability of Members is limited.

5. The share capital of the Company is £1,000 divided into 500 "A" shares of £1 each and 500 "B" shares of £1 each.

2102300

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

KIER LIMITED
Tempsford Hall
Sandy
Bedfordshire

Ninety Nine
Ordinary
Shares

Holding Company

Carolyn Diana Shipley
15 St. Hugh's Road
Buckden
Huntingdon
PE18 9UB

One
Ordinary
Share

Company Secretary

Dated this 28th day of March 1988

Witness to the above signatures: T H Billingsley
13 Duck Lane
St. Neots
Huntingdon
Cambridgeshire
PE19 2DA

Administrative Assistant

FIRST SCHEDULE

THE COMPANIES ACT 1985

ARTICLES OF ASSOCIATION
OF

KIER (ELEVEN) LIMITED

(adopted by Special Resolution passed on 30th October 1989)

Interpretation

1. In these Articles, if not inconsistent with the subject or context, the following words and expressions shall have the following meanings:

'The Act' means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

'Table A' means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985.

Table A

2. The Regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
3. Any proposed amendments to or variation of these Articles or of the Memorandum of Association of the Company shall be deemed to be a variation of the rights attached to the 'A' Shares and the 'B' Shares in the capital of the Company.
4. Regulations 2, 8, 17, 24, 32(a), 49, 40, 41, 50, 64, 65, 73 to 80 inclusive, 89 and 118 of Table A shall not apply to the Company.

Share Capital

5. The Company shall not have power to issue share warrants to bearer.
6. The provisions of section 89(1) of the Act shall not apply to the Company.
7. The capital of the Company upon adoption of these Articles is £1000 divided into 500 'A' Shares of £1 each and 500 'B' Shares of £1 each.
8. 'A' Shares and 'B' Shares shall constitute different classes of shares for the purposes of the Act but shall save as in these Articles expressly provided confer upon the holders thereof the same rights and rank pari passu in all respects.
9. Unissued shares in the capital of the Company for the time being shall only be allotted as follows:-
 - (i) every allotment shall be of an equal number of 'A' Shares and 'B' Shares.
 - (ii) on the occasion of each allotment the 'A' Shares and the 'B' Shares shall be allotted at the same price (not being at a discount) and on the same terms as to date for payment;
 - (iii) no shares of either class shall be issued otherwise than to members holding shares of the same class without the prior written consent of all the members;
 - (iv) as between holders of shares of the same class the shares of that class being allotted shall be allotted in proportion to such holders' then existing holdings of shares of that class or in such other proportions between them as all the members holding shares of the same class shall agree in writing;
 - (v) the maximum amount of relevant securities (as defined by section 80(2) of the Act) which the directors may allot, grant options or subscriptions or conversion rights over or otherwise deal with or dispose of pursuant to this article shall be the authorised but as yet unissued Share Capital of the Company at the date of

adoption of these Articles. The authority conferred on the directors by this article shall expire on the day preceding the fifth anniversary of the date of adoption of these Articles.

10. The Company may from time to time by special resolution, whether or not all the shares for the time being authorised shall have been issued or all the shares for the time being issued have been fully paid up, increase its share capital by new shares of such amount as the special resolution prescribes.
11. Save as provided in article 9 the directors shall have no power to issue unissued shares and shall not allot, grant options or subscriptions or conversion rights over or otherwise dispose of the same.
12. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time and in respect of that share, and the Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person whether as a member or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

Transfer of Shares

13. The instrument of transfer of any share shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof, provided that in the case of a partly-paid share the instrument of transfer must also be executed by or on behalf of the transferee.
14. No transfer of any shares or any interest in any shares shall be made by any member without the written consent of the other members and the Directors shall not register any transfer without receiving the other members' written consent.

General Meetings

15. The powers of consolidation, division, sub-division and cancellation of the share capital of the Company conferred by regulation 32(b), (c) and (d) of Table A shall be exercised by special resolution.
16. No business shall be transacted at any general meeting unless the requisite quorum is present. Two members present in person or by proxy (or, in the case of a member being a corporation by representative) shall be a quorum for all purposes, provided that so long as the issued share capital of the Company is divided into 'A' and 'B' shares, one such member shall be the holder of a 'A' Share and one such member shall be the holder of a 'B' Share. Where all the holders of any such class have waived in writing the quorum requirement as concerns that class then such waiver shall be effective for the meeting or particular business specified in the waiver or otherwise as specified in the waiver. In the case of a member being an individual who is deceased or otherwise incapacitated and is the holder of all the 'A' or 'B' shares then the quorum shall be either the members who still exist and the Personal Representative of the deceased member or if no such Personal Representative exists then the quorum shall be the existing members only.
17. If within half an hour from the time appointed for any general meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week but one (or if that day be a holiday to the next working day thereafter) and at the same time and place or to such other date time and place (not being more than 30 days nor less than 10 days after the date appointed for the adjourned meeting unless so agreed by the holders of not less than nine tenths in nominal value of the shares entitled to vote at the meeting) as the directors may determine and if at the adjourned meeting a quorum of one 'A' shareholder and one 'B' shareholder is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
18. Where a meeting is adjourned under article 17 for 10 days or more, not less than 7 days' notice of the adjourned meeting shall be given as in the case of an original meeting.
19. No 'A' Share shall confer any right to vote either on a show of hands or a poll upon a resolution for the appointment or renewal from office of a 'B' director (as defined in article 28).

20. No 'B' Share shall confer any right to vote either on a show of hands or a poll upon a resolution for the appointment or renewal from office of a 'A' director (as defined in article 26).
21. If at any meeting any holder of any 'A' Shares is not present in person or by proxy the votes exerciseable on a poll in respect of the 'A' Shares held by members present in person or by proxy shall be pro tanto increased so that such 'A' Shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the 'A' Shares if all the holders thereof were present.
22. If at any meeting any holder of any 'B' Shares is not present in person or by proxy the votes exerciseable on a poll in respect of the 'B' Shares held by members present in person or by proxy shall be pro tanto increased so that such 'B' Shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the 'B' Shares if all the holders thereof were present.
23. A resolution shall not be validly passed unless at least one holder of 'A' Shares and at least one holder of 'B' Shares shall vote in its favour. This provision shall not apply where the sole owner of either the 'A' or 'B' shares is an individual and is deceased and a Personal Representative has been appointed. In this case the remaining holders of either the 'A' or 'B' shares shall be entitled to validly pass resolutions.
24. The Chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply.

Directors

25. The directors shall unless otherwise determined by special resolution of the Company be not less than two in number.
26. The holders of a majority of the 'A' Shares may from time to time appoint any person to be a director but so that not more than two persons shall at any one time hold office by virtue of an appointment by holders of the 'A' Shares under this article. Each person holding office pursuant to this article is herein called an 'A' director.

27. Each 'A' director shall hold office subject to article 34 hereof and may at any time be removed from office by the holders of a majority of the 'A' Shares.
28. The holders of a majority of the 'B' Shares may from time to time appoint any person to be a director but so that not more than two persons shall at any one time hold office by virtue of an appointment by holders of the 'B' Shares under this article. Each person holding office pursuant to this article is herein called an 'B' director.
29. Each 'B' director shall hold office subject to article 34 hereof and may at any time be removed from office by the holders of a majority of the 'B' Shares.
30. Any such appointment or removal shall be made in writing under the hands of the holders for the time being of the shares in whom the power of appointment or removal is vested, or their duly authorised agents and shall take effect on and from the date on which notice in writing thereof is lodged at the registered office for the time being of the Company or delivered to the secretary or to a meeting of the directors.
31. A director (including an alternate director) shall not require any shareholding qualification, but shall nevertheless be entitled to notice of and shall be entitled to attend and speak at any general meeting.

Powers and duties of directors

32. Subject to the provisions of the Act a director (including an alternate director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a director. A director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company and the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered. Regulations 94 and 97 of Table A shall not apply to the Company.

Alternate directors

33. Any director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director so appointed by him. When an alternate director is also a director or acts as an alternate director for more than one director, such alternate director shall have one vote for every director so represented by him (in addition to his own vote if he is himself a director) and when so acting shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.

Disqualification of directors

34. Regulations 81 of Table A shall be amended by substituting for paragraphs (c) and (e) thereof the following provisions:

(c) he becomes, in the opinion of all his co-directors, incapable by reason of physical or mental disorder of discharging his duties as a director; or

(e) he is otherwise duly removed from office.

No director shall vacate his office or be ineligible for re-election, nor shall any person be ineligible for appointment as a director, by reason only of his attaining or having attained any particular age.

Proceedings of directors

35. The directors may subject to these Articles meet together for the despatch of business, and adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of business at any meeting of the director or of any committee shall comprise one 'A' director and one 'B' director. If there is a sole 'A' director or 'B' director who is deceased or becomes incapacitated in accordance with Regulation 81 of Table A as amended and who is also the sole shareholder of either the 'A' or 'B' Shares then until, and if, his Personal Representatives are appointed or he becomes fit to resume the quorum shall be the remaining directors. (Article 72 of Table A shall be amended accordingly).

36. Questions arising at any meeting of the directors or of any committee shall be decided by a majority of votes of the directors present and the chairman shall have no second or casting vote and article 88 of Table A shall be modified accordingly.
37. Irrespective of the number of 'A' directors or 'B' directors present in person or represented by an alternate director at any meeting of the directors or of any committee the 'A' directors shall be entitled to cast two votes in aggregate and the 'B' directors shall be entitled to cast two votes in aggregate.
38. The words 'of filling vacancies, or' shall be omitted from regulation 90 of Table A.
39. Regulation 88 of Table A shall be amended by substituting for the sentence:

It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom.

the following sentence:

Notice of every meeting of directors shall be given to each director or his alternate director, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom.

Capitalisation of profits

40. The words 'special resolution' shall be substituted for the words 'ordinary resolution' in regulation 110 of Table A provided that on any occasion when shares are allotted and distributed credited as fully paid pursuant to the provisions of regulation 110 of Table A as amended by this article the shares allotted to holders of 'A' Shares shall forthwith on allotment automatically stand converted into 'A' Shares and the shares allotted to holders of 'B' Shares shall forthwith on allotment automatically stand converted into 'B' Shares.
41. Any notice required by these Articles to be given by the Company by any visible form on paper, including telex, facsimile and electronic mail and a notice communicated by such forms of immediate transaction shall

be deemed to have been given at the time it is transmitted to the person to whom it is addressed, provided that such notice is correctly addressed and provided further that in the case of a communication by telex facsimile or electronic mail a typed paper copy thereof is sent by first class post on the date of such transmission to the intended recipient. Regulations 111 and 112 of Table A shall be amended accordingly.

42. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.

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

Kier Limited
Tempsford Hall
Sandy
Bedfordshire

Ninety Nine
Ordinary Shares

for Kier Limited

Holding Company

Secretary

Carolyn Diana Shipley
15 St Hugh's Road
Buckden
Huntingdon PE18 9UD

One Ordinary
Share

Company Secretary

Dated this 28th day of March 1988

Witness to the above signatures: T H Billingsley
13 Duck Lane
St Neots
Huntingdon
Cambridgeshire PE19 2DA

Administrative Assistant