

G

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

12

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use

[] [] [] []

2249388

Name of company

* KIER (ELEVEN) LIMITED

* Insert full
name of Company

I, CAROLYN DIANA SHIPLEY

of 15 ST. HUGH'S ROAD

BUCKDEN

HUNTINGDON PE18 9UB

delete as
appropriate

do solemnly and sincerely declare that I am a ~~[Solicitor engaged in the formation of the company]~~
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at 48 Hargrave Street
Bedfordshire

Declarant to sign below

the Thirti First day of March
One thousand nine hundred and Eighty eight
before me Philip G. V. L.

Ch. Grey

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

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Jordans

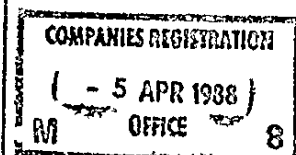
JORDAN & SONS LIMITED
JORDAN HOUSE
BRUNSWICK PLACE
LONDON N1 3EE
TELEPHONE 01 253 3030
TELEX 281010



Presenter's name address and
reference (if any):
MRS. C. D. SHIPLEY
KIER LIMITED
TEMPSFORD HALL
SANDY
BEDFORDSHIRE
SG19 2BD

For official Use
New Companies Section

Post room





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

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

For official use

Name of company

* Insert full name
of company

* KIER (ELEVEN) LIMITED

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

TEMPSFORD HALL	Postcode	SG 19 2BD
SANDY		
BEDFORDSHIRE		

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

☐

	Postcode

Number of continuation sheets attached (see note 1)

☐

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Jordans

RODAN & SONS LIMITED
RODAN HOUSE
UNSWICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 7030
FAX 25 1010



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

MRS. C. D. SHIPLEY
KIER LIMITED
TEMPSFORD HALL
SANDY
BEDFORDSHIRE
SG19 2BD

For official Use
General Section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3)		Business occupation	
EDWARD RICHARD ALLEN		CHARTERED CIVIL ENGINEER	
Previous name(s) (note 3)		Nationality	
Address (note 4)		BRITISH	
MANOR FARM HOUSE, 15 COMBERTON ROAD, TOFT,		Date of birth (where applicable)	
CAMBRIDGESHIRE	Postcode	(note 6) 05.04.41	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature <i>Ed Allen</i>		Date 28.03.88	

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

Name (note 3)		Business occupation	
JAMES ROBERT FOSTER RAW		CHARTERED ACCOUNTANT	
Previous name(s) (note 3)		Nationality	
Address (note 4)		BRITISH	
THE BARN, 41 GREEN END, COMBERTON,		Date of birth (where applicable)	
CAMBRIDGE	Postcode	(note 6) 07.08.36	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature <i>J.R. Foster Raw</i>		Date 28.03.88	

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

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write in
this margin

Please complete
legibly, preferably
in black type, or
in 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)		
CAROLYN DIANA SHIPLEY		
Previous name(s) (note 3)		
Address (notes 4 & 7)		
15 ST. HUGH'S ROAD, BUCKDEN, HUNTINGDON		
Postcode		PE18 9UB
I consent to act as secretary of the company named on page 1		
Signature <i>Ch Shipley</i>		Date 28.3.88

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	

If the form is
signed by the
subscribers

Signature of agent on behalf of subscribers	
Date	

If the form is
signed by an agent on
behalf of the
subscribers,

subscribers
sign either
individually or by a
person authorised
to sign on
behalf.

Signed	FOR KIER LIMITED	Date
Signed	<i>A. L. Marshall</i> Secretary	Date 28.3.88
Signed		Date
Signed	<i>Ch Shipley</i>	Date 28.3.88
Signed		Date
Signed		Date





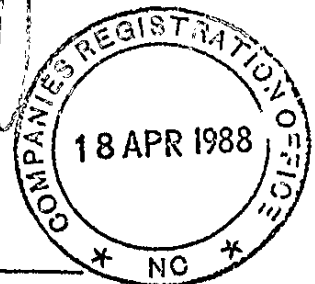
18

COMPANY LIMITED BY SHARES

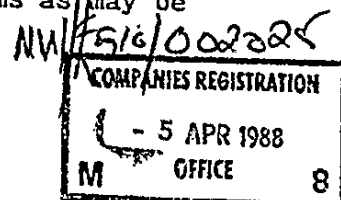
2249388.

Memorandum of Association
of

KIER (ELEVEN) LIMITED



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) To carry on any or all of the businesses of building, civil and general engineering contractors and designers for public and private works of all kinds, managers, controllers, consultants and planners for such works, builders merchants, quarrymen, mine owners and workers, manufacturers of and dealers in machinery and tools of every kind, brick, tile and terracotta manufacturers, dealers in stone, reconstructed and artificial stone, sand, lime and requisites and goods of every kind, shippers, shipowners, lightermen and wharfingers, architects, surveyors, carriers, farmers and market gardeners, decorators, joiners, joinery manufacturers and designers, importers and exporters, plumbers, heating and ventilation engineers and contractors, scaffolders, stonemasons, stonework restorers and cleaners, masonry contractors, and buildings maintenance and all other businesses connected with or ancillary to the aforementioned businesses and any other business which can, in the opinion of the Directors be advantageously carried on by the Company.
 - (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.



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- (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 of 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, scrip 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 and 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 1,000 shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

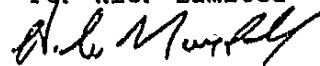
Number of Shares
taken by each
Subscriber

Kier Limited
Tempsford Hall,
Sandy,
Bedfordshire.

Ninety Nine
Ordinary
Shares

Holding Company

for Kier Limited

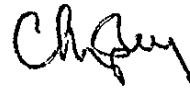


Secretary

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



COMPANY LIMITED BY SHARES

Articles of Association
of

KIER (ELEVEN) LIMITED

General

1. The regulations contained in Table A as prescribed at the date of adoption of these Articles for the purposes of Section 8 of the Companies Act 1985 (such Table being hereinafter referred to as 'Table A') shall apply to the Company (save in so far as they are excluded or varied hereby) and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
2. In these Articles 'the Act' means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

Share Capital

3. The authorised share capital of the Company at the date of adoption of these Articles is £1000 divided into 1000 Ordinary Shares of £1 each.
4. Subject to the provisions of the Act and the provisions hereinafter contained the Directors are hereby authorised to exercise the powers of the Company to offer, allot, agree to allot, grant any right to subscribe for, or to convert any security into, and otherwise dispose of any of the shares in the capital of the Company for the time being unissued to such persons (including any Directors) at such times and generally on such terms and conditions as they think proper but subject to any direction to the contrary given by the Company in General Meeting and to the terms on which any shares are created or issued and provided that no shares shall be issued at a discount contrary to the Act.

5. Section 89(1) and Section 90(1) to (6) inclusive of the Act shall not apply to any allotment of equity securities by the Company pursuant to any authority conferred on the Directors pursuant to the Act.
6. The Company is a private company and, accordingly, it may not offer to the public (whether for cash or otherwise) any shares in or debentures of the Company or allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.
7. Subject to the provisions of the Act, any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by the Articles for the time being of the Company or as the Company may by resolution determine. Regulation 3 of Table A shall not apply.
8. Subject to the provisions of the Act, the Company may enter into any contract for the purchase of all or any of its shares of any class (including any redeemable shares) and any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such shares and may make payments in respect of the redemption or purchase of such shares otherwise than out of distributable profits or the proceeds of a fresh issue of shares. Every contract entered into in pursuance of this Article shall be authorised by such resolution of the Company as may for the time being be required by law but subject thereto the Directors shall have full power to determine or approve the terms of any such contract. Neither the Company nor the Directors shall be required to select the shares in question rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares. Subject to the provisions of the Act, the Company may agree to the variation of any contract entered into in pursuance of this Article and to release any of its rights or obligations under any such contract. Notwithstanding anything to the contrary contained in the Articles, the rights attaching to any class of shares shall not be deemed to be varied by anything done by the Company in pursuance of this Article. Regulation 35 of Table A shall not apply.

Transfer of Shares

9. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of any share, whether or not a fully paid share, and Regulation 24 of Table A shall not apply to the Company.

Notice of General Meetings

10. The words "or a resolution appointing a person as a director" in Regulation 38 of Table A shall not apply to the Company.

Conduct of General Meetings

11. At any General Meeting a poll may be directed by the Chairman or demanded by any Member present in person or by proxy. Regulation 46 of Table A shall be modified accordingly.
12. A proxy shall be entitled to vote on a show of hands. Regulation 54 shall be modified accordingly.
13. Regulation 62 of Table A shall not apply to the Company.

Votes of Members

14. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting.

Number of Directors

15. The minimum number of Directors shall be two and there shall be no maximum number. Regulation 64 of Table A shall not apply.

Delegation of Powers of Directors

16. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit. Regulation 72 of Table A shall be modified accordingly.

Alternate Directors

17. An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly.

18. A Director, or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director.
19. An alternate Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director whilst so acting shall exercise and discharge all the functions, powers and duties of the Directors whom he represents and shall without prejudice to the generality of the foregoing be entitled, in the absence from the United Kingdom of the Director appointing him, to sign on his behalf a Resolution in writing of the Directors. An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director and Regulation 67 shall not apply to the Company.
20. The following words shall be added at the end of Regulation 89 of Table A, namely: "For the purposes of this Regulation an alternate shall be counted in a quorum separately in respect of each of the Directors for whom he has been appointed alternate but so that no less than two individuals shall constitute a quorum".

Appointment, Retirement and Remuneration of Directors

21. The Directors shall not be obliged to retire from office by rotation and Regulations 73 to 75 of Table A inclusive, the words "other than a director retiring by rotation" in Regulation 76 of Table A, the words "(other than a director retiring by rotation at the meeting)" in Regulation 77 of Table A, the words "and may also determine the rotation in which any additional directors are to retire" in Regulation 78 of Table A, the last two sentences of Regulation 79 of Table A and the last sentence of Regulation 84 of Table A shall not apply to the Company.
22. There shall not be any age limit for Directors and subsections (1) to (6) of Section 293 of the Act shall not apply to the Company. Regulation 81(a) of Table A shall be modified accordingly.
23. Regulation 82 of Table A shall be amended by inserting the words "by way of fee" after the word "remuneration" wherever that word appears.

24. The office of a Director shall be vacated not only upon the happening of any of the events mentioned in Regulation 81 of Table A but also if he is removed from office pursuant to these Articles or if he becomes incapable by reason of illness (including, without limitation, mental illness or disorder) or injury of managing or administering any property or affairs of his own or of the Company and the Directors resolve that his office be vacated. Regulation 81 of Table A shall be modified accordingly.
25. The appointment of any person to any office pursuant to Regulation 34 of Table A may at any time be revoked by the Directors, without prejudice to any rights of the holder of such office in respect of such revocation.

Special Directors

26. The Directors shall have power from time to time by Resolution to appoint any one or more persons to any post with such descriptive title including that of Director (whether as divisional, departmental, deputy, assistant, local, advisory or otherwise) being hereinafter referred to as a Special Director and the following provisions with regard to any such appointment or appointments shall have effect:
- (a) The appointment, tenure of office, remuneration (if any) and scope of duties of a Special Director shall be determined from time to time by the Directors with full power to make such arrangements as they think fit; and the Directors shall have the right to enter into any contracts on behalf of the Company or transact any business of any description without the knowledge or approval of a Special Director, except that no act shall be done that would impose any personal liability on any Special Director except with his full knowledge and consent.
 - (b) The Directors may also from time to time remove any Special Director from office and if they so decide appoint another in his place, but any such removal shall take effect without prejudice to the rights of either party under any agreement between the Special Director and the Company.
 - (c) The appointment of a person to be a Special Director may be in place of or in addition to his employment by the Company in any other capacity but unless otherwise expressly agreed between him and the Company the appointment as Special Director shall not affect the terms and conditions of his employment by the Company in any other capacity whether as regards duties, remuneration, pension or otherwise. The office as a Special Director shall be vacated if he becomes of unsound mind or bankrupt or makes any arrangement or

composition with his creditors generally, or becomes prohibited by law from being concerned or taking part in the management of the Company, or if he resigns his office or is removed from office by a Resolution of the Board.

- (d) A Special Director shall not be or be deemed to be a Director of the Company within the meaning of the word as used in the Companies Act 1985 or these Articles and no Special Director shall be entitled to attend or be present at any meetings of the Board or of any committee of Directors unless the Directors shall require him to be in attendance.
- (e) A Special Director shall attend meetings of the Directors and of any committee of the Directors whenever called upon to do so and shall at all times be ready to give the Directors the benefit of his knowledge, experience and advice.

Proceedings of Directors

- 27. A Director absent or intending to be absent from the United Kingdom may request the Directors during his absence to send notices of meetings of the Directors to him at such address within the United Kingdom as he may give to the Company for this purpose but in the absence of such a request it shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom.
- 28. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of Section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Directors or of any committee of the Directors in accordance with that Section. Subject where applicable to such disclosure a Director may vote at a meeting of Directors or of a committee of Directors on any Resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company and Regulation 94 of Table A shall not apply to the Company.
- 29. The Directors may dispense with the keeping of attendance books for meetings of the Directors or committees of the Directors. Regulation 100 of Table A shall be modified accordingly.
- 30. Whenever a company (hereinafter called 'the Parent Company') shall be the holder of not less than 90 per cent in nominal value of such of the issued share capital for the time being

of the Company as carries the right of attending and voting at General Meetings of the Company the following provisions shall apply and to the extent of any inconsistency shall have overriding effect as against all other provisions of these Articles:

- (a) the Parent Company may at any time and from time to time appoint any person to be a Director of the Company or remove any Director from office;
- (b) none of the powers of the Company to offer, allot, agree to allot, grant any right to subscribe for, or to convert any security into, and otherwise dispose of any of the shares in the capital of the Company for the time being unissued shall be exercised without the consent of the Parent Company; and
- (c) any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any one of its Directors or some other Officer of the Parent Company duly authorised for the purpose.

Appointment of Secretary

31. Two or more persons may be appointed as Joint Secretaries. The Directors may also appoint one or more Assistant Secretaries. Regulation 99 of Table A shall be modified accordingly.

Notices

32. The figure "24" shall be inserted in substitution for the figure "48" in the second sentence of Regulation 115 of Table A. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

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

for Kier Limited

A. L. Marshall
Secretary

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

One
Ordinary
Share

Company Secretary

Ch Shipley

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

T. Billingsley

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2249388

I hereby certify that

KIER (ELEVEN) 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 28 APRIL 1988

D. G. Blackstock

D. G. BLACKSTOCK

an authorised officer

G

COMPANIES FORM No. 224

Notice of accounting reference date
(to be delivered within 6 months of
incorporation)

224

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

Company number

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

2249388

Name of company

* KIER (ELEVEN) LIMITED

* Insert full name
of company

gives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:

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

Day Month

3 0 0 6

5 April
Day Month

0 5 0 4

30 June
Day Month

3 0 0 6

31 December
Day Month

3 1 1 2

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

Signed

Designation: SECRETARY

Date 3/5/88

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

MRS. C. D. SHIPLEY
KIER LIMITED
TEMPSFORD HALL
SANDY
BEDFORDSHIRE
SG19 2HD

For official Use
General Section

Post room

COMPANIES ACT 1985
SECTION 224
NOTICE OF ACCOUNTING REFERENCE DATE
KIER (ELEVEN) LIMITED
2249388
3/5/88

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

OF

KIER (ELEVEN) LIMITED

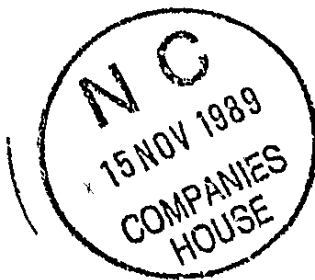
Passed 30th October 1989

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Tempsford Hall Sandy Bedfordshire SG19 2BD on the 30th October 1989 the subjoined SPECIAL RESOLUTIONS were duly passed viz:-

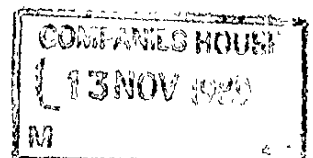
RESOLUTIONS

- 1 THAT the name of the Company be changed to BEAZER ROCHE DEVELOPMENTS LIMITED. *23/11/89 JKS*
- 2 THAT the Articles of Association attached hereto and signed for the purposes of identification by the Chairman of the meeting be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.
- 3 THAT Clause 3(A) of the Memorandum of Association be substituted by the following:

- (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.



*P. N.W.
£740
000456*



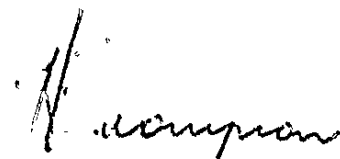
(ii) To carry on all or any of the business of building and civil engineering contractors, land, estate and property developers, repairers and jobbers, estate agents and managers, mortgage and insurance brokers, and agent, surveyors, valuers and auctioneers, builders' merchants, plant hire specialists, 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 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.

- 4 THAT Clause 5 of the Memorandum of Association of the Company be and is hereby replaced with the following new clause:

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

- 5 THAT the 100 issued Ordinary Shares of £1 each be divided into 50 "A" shares of £1 each and 50 "B" shares of £1 each pursuant to the Articles of Association now adopted.



H L THOMPSON
Secretary

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2249388

I hereby certify that

KIER (ELEVEN) LIMITED

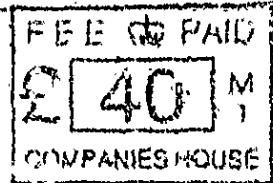
having by special resolution changed its name,
is now incorporated under the name of
BEAZER ROCHE DEVELOPMENTS LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 23 NOVEMBER 1989

P. A. Morgan
P. AMORGAN (MRS)

an authorised officer

NUMBER OF COMPANY: 2249388



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

OF

KIER (ELEVEN) LIMITED

Passed 30th October 1989

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Tempsford Hall Sandy Bedfordshire SG19 2BD on the 30th October 1989 the subjoined SPECIAL RESOLUTIONS were duly passed viz:-

RESOLUTIONS

- 1 THAT the name of the Company be changed to BEAZER ROCHE DEVELOPMENTS LIMITED.
- 2 THAT the Articles of Association attached hereto and to be read for the purposes of identification by the Chairman of the meeting be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.
- 3 THAT Clause 3(A) of the Memorandum of Association be substituted by the following:
 - (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.



^ NW


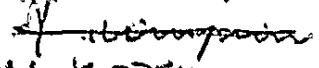
(ii) To carry on all or any of the business of building and civil engineering contractors, land, estate and property developers, repairers and jobbers, estate agents and managers, mortgage and insurance brokers, and agent, surveyors, valuers and auctioneers, builders' merchants, plant hire specialists, 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 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.

- 4 THAT Clause 5 of the Memorandum of Association of the Company be and is hereby replaced with the following new clause:

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

- 5 THAT the 100 issued Ordinary Shares of £1 each be divided into 50 "A" shares of £1 each and 50 "B" shares of £1 each pursuant to the Articles of Association now adopted.



~~M L KIPPEN~~
~~H L THOMPSON~~
Secretary

No. 2249388

Companies Act 1985

COMPANY LIMITED BY SHARES

Memorandum

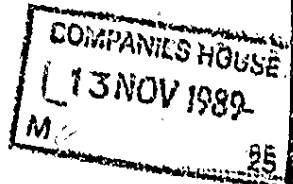
and

Articles of Association

of

BEAZER ROCHE DEVELOPMENTS LIMITED

Incorporated the 28th day of April 1988



COMPANY LIMITED BY SHARES

Memorandum of Association
of

BEAZER ROCHE DEVELOPMENTS LIMITED

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

1. The name of the Company is Beazer Roche Developments 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

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.

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

Holding Company

Ninety Nine
Ordinary
Shares

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

BEAZER ROCHE DEVELOPMENTS 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 exercisable 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 exercisable 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 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

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.

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.

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 exercisable 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 exercisable 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 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 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 Holding Company	Ninety Nine Ordinary Shares for Kier Limited
	Secretary
Carolyn Diana Shipley 15 St Hugh's Road Buckden Huntingdon PE18 9UB Company Secretary	One Ordinary Share

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

NUMBER OF COMPANY: 2249388



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF DEVELOPMENTS
BEAZER ROCHE LIMITED

*permitted to be altered
19/2.*

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Tempsford Hall Sandy Bedfordshire SG19 2BD on the 12th February 1990 the subjoined SPECIAL RESOLUTION was duly passed viz:-

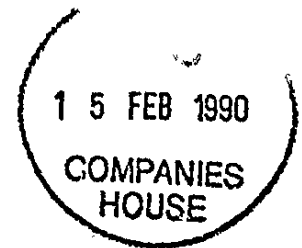
RESOLUTION

- 1 THAT the name of the Company be changed back to KIER (ELEVEN) LIMITED.

OR 26/2.

M L Kippen

M L KIPPEN
SECRETARY



*Secretary
as above.*

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**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2249388

I hereby certify that

BEAZER ROCHE DEVELOPMENTS LIMITED

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

KIER (ELEVEN) LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 26 FEBRUARY 1990

Mrs. M. Moss
MRS. M. MOSS

an authorised officer

2249388

COMPANY LIMITED BY SHARES

ELECTIVE RESOLUTIONS

pursuant to Section 379A Companies Act 1985

KIER (ELEVEN) LIMITED

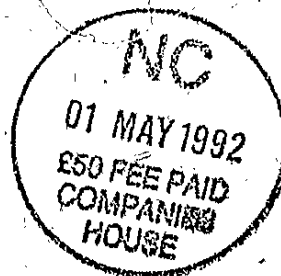
passed the 28th June 1991

At a general meeting of the members of the above-named company, duly convened and held at Victoria House, Victoria Road, Buckhurst Hill, Essex IG9 5ES on 28th June 1991, the following Elective Resolutions were passed:

- (a) THAT pursuant to Section 252 of the Companies Act 1985, the Company hereby elects to dispense with the laying of accounts and reports before the Company in General Meeting.
- (b) THAT pursuant to Section 366A of the Companies Act 1985 the Company hereby elects to dispense with the holding of Annual General Meetings in 1991 and subsequent years until this election is revoked.


CHAIRMAN

2249388



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTION

pursuant to Section 378 Companies Act 1985

of Kier (Eleven) Limited

passed the 9th April 1992

At a general meeting of the members of the
above-named company, duly convened and held at Beazer
House, Lower Bristol Road, Bath, Avon on the 9th April
1992, the following SPECIAL RESOLUTION was passed:

CHANGE OF
COMPANY NAME

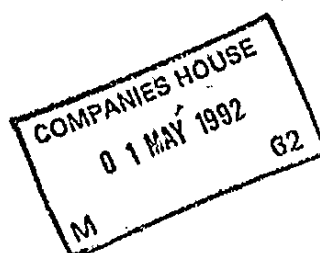
THAT the name of the company be changed to:

Wilson's Forge & Timber Engineering Company Limited

Signed:

Chairman

8/5/92 MB



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2249388

I hereby certify that

KIER (ELEVEN) LIMITED

having by special resolution changed its name,

is now incorporated under the name of

**WILSON'S FORGE & TIMBER ENGINEERING
COMPANY LIMITED**

Given under my hand at the Companies Registration Office,

Cardiff the 8 MAY 1992

A handwritten signature in dark ink, appearing to read 'F. A. Joseph'.

F. A. JOSEPH

an authorised officer



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2249388

The Registrar of Companies for England and Wales hereby certifies that
WILSON'S FORGE & TIMBER ENGINEERING COMPANY LIMITED

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

Given at Companies House, Cardiff, the 30th June 1994

V J Kendrick
MRS V J KENDRICK
For the Registrar of Companies



C O M P A N I E S H O U S E

HC006B

Company No. 2249388

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

pursuant to Section 378 Companies Act 1985
of Wilson's Forge & Timber Engineering Company Limited

passed the 15th June 1994

At a general meeting of the members of the
above-named company, duly convened and held at
Tempsford Hall, SANDY, Bedfordshire, SG19 2BD on the
15th June 1994, the following SPECIAL RESOLUTION was
passed:

CHANGE OF
COMPANY NAME

THAT the name of the company be changed to:

Eden Construction Limited

Signed:

Eden
Chairman / Secretary

