



COMPANIES FORM No. 12

**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

--	--	--	--

--

Name of company

* insert full
name of Company

* MERONBOND LIMITED

I, **KEITH STEPHEN DUNGATE**
of **188 Brampton Road**
BEXLEYHEATH
KENT DA7 4SY
an authorised signatory of L & A Secretarial Limited

do solemnly and sincerely declare that I am a person named as **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 188 Brampton Road,
Bexleyheath, Kent

Declarant to sign below

the Thirteenth day of October
One thousand nine hundred and Ninety Three
before me *HC Abraham*

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

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

For official Use

New Companies Section

Post room



LAW & ACCOUNTANCY
(agency services) Limited

31, Cornham Street
London N1 6DR

Tel: 250 1410 FAX: 250 1571
Telex: 872908 DX 36603 FINSBURY



COMPANIES HOUSE

10

**Statement of first directors and
secretary and intended situation
of registered office**

This form should be completed in black.

Company name (in full)

CN

For official use ☐

MERONBOND LIMITED

Registered office of the company on
incorporation.

RO

31 CORSHAM STREET

Post town

LONDON

County/Region

Postcode

N1 6DR

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.



Name **LAW & ACCOUNTANCY (agency services) LTD.**

RA

31 CORSHAM STREET

Post town

LONDON

County/Region

Postcode

N1 6DR

Number of continuation sheets attached



To whom should Companies House
direct any enquiries about the
information shown in this form?

L & A FORMATIONS

31 CORSHAM STREET

LONDON

Postcode

N1 6DR

Telephone

071-250 3107

Extension


Company Secretary (See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS	LIMITED COMPANY	
	L & A SECRETARIAL LIMITED	
AD		
	31 CORSHAM STREET	
	Post town	LONDON
	County/Region	
	Postcode	N1 6DR
	Country	ENGLAND
I consent to act as secretary of the company named on page 1		
Signed		
	Date	1 OCT 1993

Directors (See notes 1 - 5)

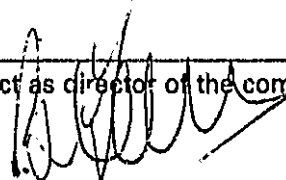
Please list directors in alphabetical order.

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

CD	LIMITED COMPANY	
	L & A REGISTRARS LIMITED	
AD		
	31 CORSHAM STREET	
	Post town	LONDON
	County/Region	
	Postcode	N1 6DR
	Country	ENGLAND
DO	1 5 1 1 9 0	Nationality
OC	COMPANY REGISTRATION AGENT	
OD	NONE	
I consent to act as director of the company named on page 1		
Signed		
	Date	1 OCT 1993

* Voluntary details

Consent signature

Directors (continued)

(See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth
Business occupation
Other directorships

* Voluntary details

Consent signature

CD			
AD			
	Post town		
	County/Region		
	Postcode		Country
DO			Nationality
			NA
OC			
OD			
I consent to act as director of the company named on page 1			
Signed		Date	

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers Date

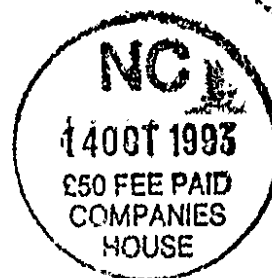
Delete if the form
is signed by an
agent on behalf of
all the subscribers.

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

Signed	Date
	- 1 OCT 1993
for L & A Secretarial Limited	
Signed	Date
	- 1 OCT 1993
for L & A Registrars Limited	
Signed	Date
Signed	Date

2.864100

COMPANY LIMITED BY SHARES



Memorandum of Association of

MERONBOND LIMITED

1. The Company's name is MERONBOND LIMITED
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - (A) To carry on all or any of the businesses of general merchants and traders manufacturers assemblers distributors importers exporters agents for the sale of and wholesale and retail dealers in goods wares produce products commodities fancy goods handicrafts and merchandise of every description to act as agents for and to enter into agreements of all kinds on behalf of such persons firms or companies as may be thought expedient and to negotiate assign mortgage pledge for cash or otherwise any such agreements and the payments due thereunder and any property the subject thereof to carry on all or any of the businesses of mail order specialists credit and discount traders cash and carry traders manufacturers' agents commission and general agents brokers factors warehousemen and agents in respect of raw and manufactured goods of all kinds general railway shipping and forwarding agents and transport contractors to create establish and maintain an organisation for the marketing selling servicing distribution or introduction of the products merchandise goods wares and commodities dealt in or services rendered by any persons firms or companies and to participate in undertake perform and carry out all kinds of commercial trading and financial operations ordinarily performed by import export and general merchants factors shippers agents traders distributors capitalists and financiers either on the Company's own account or otherwise and to open and establish shops stalls stores markets and depots for the sale collection and distribution of the goods dealt in by the Company.

157801



(B) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to the other objects of the Company.

(C) To purchase, sell, exchange, improve, rent, let on lease, hire, surrender, license, accept surrenders of and otherwise acquire, deal with and hold any estate or interest in any lands, buildings, easement, rights, privileges, or other property, chattels and effects or any interest or right in relation thereto.

(D) To erect, pull down, repair, alter, develop, construct, lay down, enlarge, maintain or otherwise deal with any buildings, factories, stores, shops, plant and machinery, roads, railways, tramways, sidings, bridges, reservoirs and works necessary or convenient for the Company's business and to contribute to the performance of any the above.

(E) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which the company is authorised to carry on or possessed of property of any description suitable to the purpose of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

(F) To apply for, purchase or otherwise acquire and hold or deal in any manner with any patents, licences, concessions, secret processes or other property which may seem to the Company capable of being dealt with by or to be beneficial or convenient to the pursuit of any trade or business of the Company and to grant rights and interests thereout.

(G) To sell, improve, let, licence, develop, manage, turn to account, exchange, grant royalty, share of profits or otherwise, grant easement and other rights in and over and in any other manner deal with or dispose of the undertaking or any part thereof and all or any of the property and assets for the time being of the Company on such terms and for such consideration as the Company may approve.

(H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may from time to time be determined.

(I) To lend money to any person, firm or company upon such terms and with or without security and subject to such conditions as may from time to time be determined.

(J) To give all kinds of indemnities either with or without the Company receiving any consideration or advantage and to guarantee the payment of the capital or principal (together with any premium) of any debentures, debenture stock, bonds, mortgages, charges, obligations, dividends, securities, moneys or shares or interest thereon, or the performance of any contracts or engagements of any person, firm or company.

(K) To borrow or raise or secure the payment of money in such manner as shall from time to time be determined for the purposes of or in connection with the Company's trade or business and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's undertaking or property and by reissuing any debentures at any time paid off, and by becoming a member of any building society.

(L) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either, permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.

(M) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons, firms, or companies having dealings with the Company or in whose business or undertakings the company is interested whether directly or indirectly.

(N) To pay for any property or rights of any description acquired by the Company either in cash, by instalments, or otherwise, or fully or partly paid-up shares, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly, in one way and partly in another, and generally on such terms as the Company may determine.

(O) To accept payment for any property or rights of any description sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or debenture stock, mortgages or other securities of any company or companies, or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(P) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable instruments.

(Q) To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debentures stock or other interest in or obligations of any other company or corporation.

(R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on.

(S) To establish or promote or join or assist in establishing or promoting any other company or companies for the purpose of acquiring all or any of the assets and liabilities of the Company or for any other purpose the promotion of which shall be in any manner calculated or appear to the Company to advance directly or indirectly the objects or interests of the Company.

(T) To amalgamate with any other company or companies whose objects are or include objects similar to those of the Company or any of them, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company or companies as aforesaid, with or without winding up by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of the or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(U) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any person, firm or company whose objects are or include objects similar to those of the Company or any of them.

(V) To establish, support and maintain and to aid and procure the establishment, support and maintenance of any non-contributory or contributory pension or superannuation funds or other trusts or funds calculated to benefit, and give or procure the giving of donations, gratuities, pensions, allowances, or enrolments to any persons who are or were at any time employed by or in the service of the Company (including any Director holding a salaried office or employment in the Company) or of any other company which is for the time being the Company's holding company, or a subsidiary of the Company (as defined by s.736 of the Companies Act 1985) or the families and dependants of such persons, and subsidise or subscribe to any institution, association, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other companies or persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid.

(W) To subscribe or guarantee money for or organise, assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may appear to further, whether directly or indirectly, the objects of the Company or the interests of its members or employees.

(X) To pay out of the funds of the Company all costs and expenses of and incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission, and to remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

(Y) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their families, dependants and connections.

(Z) 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.

(AA) To do all or any of the things authorised by this Memorandum in any part of the world, and either as principals or as agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise.

(BB) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company, and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

4. The liability of the members is limited.

5. The Company's share capital is £100 divided into 100 Shares of £1-00 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
L & A REGISTRARS LIMITED 31 CORSHAM STREET LONDON N1 6DR	ONE
L & A SECRETARIAL LIMITED 31 CORSHAM STREET LONDON N1 6DR	ONE
TOTAL SHARES TAKEN:	TWO

DATED the 1st day of October 1993

Witness to the above Signatures:-

L & A SERVICES LIMITED
31 CORSHAM STREET
LONDON
N1 6DR

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MERONBOND LIMITED

PRELIMINARY

1.(1) The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save insofar as they are excluded or varied hereby, and such Regulations save as so excluded or varied together with the Articles hereinafter contained shall be the Articles of Association of the Company.

(2) The following Regulations of Table A shall not apply to the Company, namely Regulations 3, 24, 41, 46, 48, 64, 67, 73, 74, 75, 80, 94, 95, 96, 97.

INTERPRETATION

2. The provisions as to the interpretation of Table A contained in Regulation 1 thereof shall apply to the interpretation of these Articles as they apply to the interpretation of Table A.

PRIVATE COMPANY

3. The Company is a private company and accordingly the Company shall not offer, allot or agree to allot any shares in or debentures of the Company to the public with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purpose of this Article as they apply for the purposes of the Act.

4.(1) All unissued shares of the Company, whether forming part of the original or any increased capital shall be under the control of the Directors who may allot, grant options over, offer or otherwise deal with or dispose of them to such persons including any Directors of the Company, at such times and on such terms and generally in such manner as they think fit;

(2) The Directors are hereby generally and unconditionally authorised to exercise the powers of the Company to allot relevant securities as defined in Section 80 of the Act and are empowered to make offers or agreements which would or might require relevant securities as so defined to be allotted after the expiry of such authority;

(3) Unless and until the authority conferred by (2) above is revoked, renewed or varied,

(a) the maximum amount of relevant securities as so defined that may be allotted under such authority shall be the amount of unissued relevant securities in the capital of the Company at the time of the adoption of these Articles.

(b) such authority shall expire on the fifth anniversary of the time of the adoption of these Articles.

REDEMPTION OF SHARES

5. Subject to the provisions of the Act shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder, provided that the terms on which and the manner in which any such redeemable shares shall or may be redeemed shall be specified by Special Resolution before the issue thereof.

LIEN

6. The lien conferred by Regulation 8 of Table A shall also attach to:

(a) fully paid shares;

(b) all shares whether fully paid or not standing registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSFER OF SHARES

7. The transferor shall be deemed to remain a holder of any shares which have been or are to be transferred until the name of the transferee is entered in the register of members in respect thereof.

8. The directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of any share, whether or not it is fully paid.

9.(1) A member (referred to in this Article as "the Transferor") desiring to transfer shares otherwise than to another member shall give notice in writing of such intention to the Directors of the Company giving particulars of the shares in question (referred to in this Article as "the transfer notice");

(2) The transfer notice shall constitute the Directors as agents of the transferor for the sale of the shares included in the transfer notice at the prescribed price (as hereinafter defined) and on the terms hereinafter set out;

(3) The prescribed price shall be such price per share as shall be agreed between the transferor and the Directors or in default of agreement as shall be fixed by the Auditors for the time being of the Company as the fair value thereof; and the cost of the said valuation by the Auditors shall be borne by the Company;

(4) The Directors shall offer the shares included in the transfer notice to the members of the Company (other than the transferor) at the prescribed price, and such offer shall be expressed to be open for acceptance for a period of not more than twenty-eight days;

(5) In the event of competition the shares so offered shall be sold to the members accepting the offer in such proportions (or as nearly as may be and without increasing the number sold to a member beyond the number applied for by him) as their existing holdings bear to the issued share capital of the Company;

(6) The transferor shall be bound upon receipt of the prescribed price to each member who has accepted the said offer such number of shares included in the transfer notice as such member shall have so accepted;

(7) Where a transferor fails or refuses so to transfer any shares within twenty-eight days after having become so bound so to do the Directors may authorise some person to execute on behalf of and as attorney for the transferor any necessary transfers and may receive the purchase money therefor in trust for the transferor; and in any such case the receipt of the Company shall be a good discharge to the purchaser who shall not be bound to see to the application thereof;

(8) If, at the expiry of the time prescribed for the acceptance of offers under (4) above, any shares included in the transfer notice have not been accepted for purchase by the members or any of them on the terms set out in (4) to (7) above inclusive, the transferor shall be at liberty to dispose of so many of such shares as have not been so accepted for purchase in any manner he may think fit within three months from the expiry of the said time prescribed under (4) above.

PROCEEDINGS AT GENERAL MEETINGS

10.(1) If the quorum prescribed by Regulation 40 of Table A is not present within half an hour from the time appointed for the meeting the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine.

(2) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting one person entitled under Regulation 40 of Table A to be counted in a quorum present at the meeting shall be a quorum.

11.(1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.

(2) A poll may be demanded:-

(a) by the Chairman; or

(b) by a member (present in person or by proxy) having the right to attend and vote at the meeting; or

(c) by duly authorised representative of a corporation.

(3) The demand for a poll may, before the poll is taken, be withdrawn.

(4) A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.

12. A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a special resolution or an extraordinary resolution shall have effect accordingly.

VOTES OF MEMBERS

13. There shall be inserted the words "Unless the Directors otherwise determine" before the words "No member shall" in Regulation 57 of Table A which shall be modified accordingly in its application to the Company.

14.(1) The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-

(a) be deposited at the office or at such other place within the United Kingdom and at such time as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting; or

(b) notwithstanding any provision to the contrary in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, be deposited with the Chairman 30 minutes before the commencement of the meeting or adjourned meeting and an commencement of the meeting or adjourned meeting and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

(2) Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment thereof.

NUMBER OF DIRECTORS

15.(1) The number of Directors shall be not more than seven but need not exceed one.

(2) If so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles and by Table A.

ALTERNATE DIRECTORS

16. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

POWERS OF DIRECTORS

17. In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertakings and property of the Company including the uncalled capital or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

PROCEEDINGS OF DIRECTORS

18. The words "and unless so fixed at any other number shall be two" shall be omitted from Regulation 89 of Table A in its application to the Company.

19. For the purposes of Regulation 93 of Table A, the consent of a Director or an alternate Director to a resolution may also be given by giving notice of his approval to the Company by letter, telex, cable or other similar means.

INDEMNITY


20. In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act, every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

L & A REGISTRARS LIMITED
31 CORSHAM STREET
LONDON
N1 6DR



L & A SECRETARIAL LIMITED
31 CORSHAM STREET
LONDON
N1 6DR



DATED the 1st day of October 1993

Witness to the above Signatures:-

L & A SERVICES LIMITED
31 CORSHAM STREET
LONDON
N1 6DR



FILE COPY



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

No. 2864100

I hereby certify that

MERONBOND 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 20 OCTOBER 1993


P. BEVAN

an authorised officer

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2864100

—
The Registrar of Companies for England and Wales hereby certifies that

MERONBOND LIMITED

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

DARCHEM BUILDING SYSTEMS LIMITED

Given at Leeds, the 25th March 1994

Sheila O'Connell

For The Registrar Of Companies



COMPANIES HOUSE

THE COMPANIES ACTS 1985 TO 1989
RESOLUTIONS OF MERONBOND LIMITED
PASSED ON 24 MARCH 1993



At an Extraordinary General Meeting of the above named Company duly convened and held at ~~2 Park Lane, Leeds LS3 1ES~~ ^{Companies House 60 Piccadilly, Greater Manchester} the following Resolutions were duly passed as Resolutions of the Company:-

ORDINARY RESOLUTION

1. That the authorised share capital of the Company be and is hereby increased from £300,000 to £3,900,000 by the creation of 3,600,000 Cumulative Redeemable Preference Shares of £1 each, having attached thereto the rights set out in the new Articles of Association proposed to be adopted pursuant to Resolution No. 2 below.

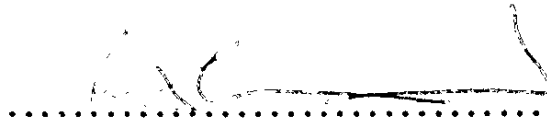
SPECIAL RESOLUTIONS

2. That the regulations contained in the printed document annexed hereto be adopted as the new Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association.
3. That 150,000 of the Ordinary Shares of £1 each of the Company comprised in its authorised but unissued share capital be re-designated as Cumulative Convertible Participating Preferred Ordinary Shares of £1 each, having attached thereto the rights set out in the new Articles of Association proposed to be adopted pursuant to Resolution No. 2 above.
4. That pursuant to Article 10(A) of the Articles of Association proposed to be adopted pursuant to Resolution No. 2 above the directors be generally and unconditionally authorised to allot up to the total number of the shares of each of the classes of shares referred to in Resolutions Nos. 1 and 3 above to such persons and on such terms and in such manner as the directors shall in their absolute discretion think fit.



£200.00 Paid.
0520887-02

5. That the name of the Company be changed to "Darchem Building Systems Limited".

A handwritten signature in dark ink, appearing to be 'A. C. ...', written over a horizontal dotted line.

Director



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2864100

The Registrar of Companies for England and Wales hereby certifies that
DARCHEM BUILDING SYSTEMS LIMITED

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

Given at Companies House, Cardiff, the 3rd May 1994

P. Bevan
P. BEVAN

For the Registrar of Companies



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

Company Number: 2864100



THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

SPECIAL RESOLUTION


OF

DARCHEM BUILDING SYSTEMS LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company,
duly convened, and held on the 15th day of April 1991,
the following SPECIAL RESOLUTION was duly passed:-

That the name of the Company be changed to:-

DBS NATIONWIDE LTD


.....
Chairman.

Witnessed by: 48591
THE LONDON LAW AGENCY LTD.
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON EC4Y 0HP

COMPANIES FORM No. 224

G

Notice of accounting reference date (to be delivered within 9 months of incorporation)

224

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989

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

To the Registrar of Companies
(Address overleaf)

Company number

2864100

Name of company

MERONBOND 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 1 1 2

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 *[Signature]*

Designation † DIRECTOR

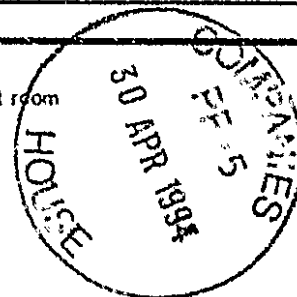
Date 25 March 1994

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

HAMMOND SUDDARDS
2 PARK LANE
LEEDS LS3 1ES
REF: ADP
TEL: (0532) 343500

For official use
DEB

Post room



G

Notice of increase in nominal capital

123

Pursuant to section 123 of the Companies Act 1985

Please do not
write in
this margin

To the Registrar of Companies

For official use

Company number

--	--	--	--	--

2864100

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

Name of company

DARCHEM BUILDING SYSTEMS LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 23 March 1994 the nominal capital of the company has been

increased by £ £299,900 beyond the registered capital of £ £100.

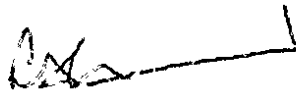
A copy of the resolution authorising the increase is attached. §

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

§ the copy must be
printed or in some
other form approved
by the registrarPlease tick here if
continued overleaf
☐

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

Signed



Designation † DIRECTOR.

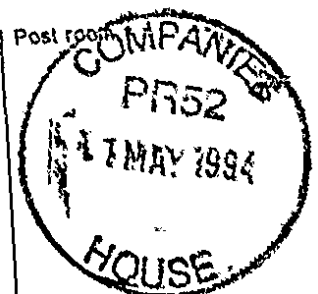
Date 8 May 1994

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

Hammond Suddards
Empire House
10 Piccadilly
BRADFORD
BD1 3LR
GNIG.KLS

For official use
General Section

Post room



Company No: 2864100
THE COMPANIES ACT 1985 TO 1989
ORDINARY RESOLUTION OF MERONBOND LIMITED
PASSED ON 23rd MARCH 1994

At an EXTRAORDINARY GENERAL MEETING of the above named Company held at
Empire House 6 Beccles Road on 23 March 1994
the following resolutions were duly passed as Ordinary Resolutions:

RESOLUTIONS

1. That the agreement proposed to be entered into between (1) MTS Nationwide Limited and (2) the Company ("the Agreement"), a copy of which is produced initialled by the Secretary for the purpose of identification, together with all deeds or other documents which the Company is or may be required to enter into pursuant to the Agreement, be and are hereby approved and the Board of Directors of the Company be and is hereby authorised to implement the transactions contemplated therein.
2. That the authorised share capital of the Company be and is hereby increased from £100 to £300,000 by the creation of £299,900 Ordinary Shares of £1 each.
3. That pursuant to Section 80 of the Companies Act 1985 the directors be generally and unconditionally authorised to allot up to the total number of the authorised share capital of the Company (as increased by Resolution 2) to such persons and on such terms and in such manner as the directors shall in their absolute discretion think fit at any time during the period of five years from the date of this Resolution PROVIDED THAT such authority shall allow the Company to make an offer or agreement during such period which would or might require any of the said shares to be allotted after the expiry of such period and that the directors may allot such shares in pursuance of such offer or agreement as if the authority conferred hereby had not so expired.


Chairman



G**COMPANIES FORM No. 123****Notice of increase
in nominal capital****123**

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

2864100

Name of company

MERONBOND LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 25 March 1994 the nominal capital of the company has been

increased by £ 3,600,000 beyond the registered capital of £ 300,000.

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

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

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

Please tick here if
continued overleaf

☐

‡ insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed



Designation ‡ Director

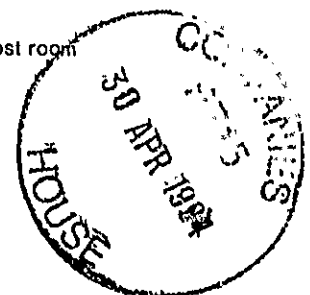
Date 25 March 1994

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

Hammond Suddards
Empire House
10 Piccadilly
BRADFORD
BD1 3LR
ADP

For official use
General Section

Post room



COMPANIES FORM No. 122

G

**Notice of consolidation, division,
sub-division, redemption or
cancellation of shares, or conversion,
re-conversion of stock into shares**

122

Please do not
write in
this margin

Pursuant to section 122 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

[] [] [] []

2864100

Name of company

* MERONBOND LIMITED

* insert full name
of company

gives notice that:

by a Special Resolution passed on 25 March 1994, 150,000 Ordinary Shares of £1 each in the capital of the Company were re-designated as Cumulative Convertible Participating Preferred Ordinary Shares of £1 each having the rights attaching thereto set out in the Articles of Association adopted by Special Resolution on the same date.

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

Signed

[Signature]

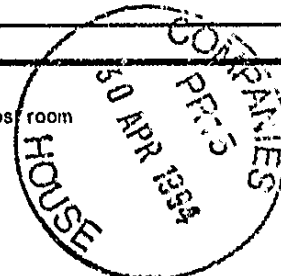
Designation† Director

Date 25 March 1994

Presentor's name address and
reference (if any):
Hammond Suddards
Empire House
10 Piccadilly
BRADFORD
BD1 3LR
Ref GNIG

For official Use
General Section

Post room



THE COMPANIES ACTS 1985 TO 1989
RESOLUTIONS OF DBS NATIONWIDE LIMITED
PASSED ON *2nd June* 1994

At an Extraordinary General Meeting of the above named Company duly convened and held at West Auckland Road, Darlington, County Durham, the following Resolutions were duly passed as Resolutions of the Company:-

SPECIAL RESOLUTIONS

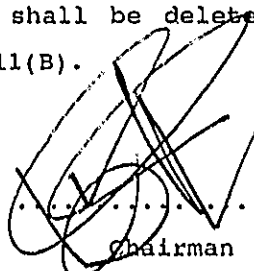
1. That the Company be re-registered as a public company.
2. That the name of the Company be changed to "DBS Nationwide PLC".
3. That the Memorandum of Association of the Company be altered by the insertion of a new Clause 2(A) as follows:-

"2(A) The Company is to be a public company".

4. That the Articles of Association of the Company be altered by the deletion of Articles 10(B) to (D) and the substitution therefor of the following new Article 10(B):-

"10(B) The provisions of Sections 89 to 94 inclusive of the Act, shall, save to the extent that the same are modified or disapplied by Special Resolution, apply to any allotment of new shares in the capital of the Company".

5. Article 11(A) (lien) shall be deleted and the letter "(B)" shall be deleted from Article 11(B).


.....
Chairman

G

COMPANIES FORM No. 43(3)

Application by a private company for re-registration as a public company

43(3)

Please do not
write in
this margin

Pursuant to section 43(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

Company number

--	--	--	--

2864100

Name of Company

DBS NATIONWIDE LIMITED

* Insert existing full
name of company

§ Insert full name of
company amended
to make it appropriate
for this company as
a public limited
company

applies to be re-registered as a public company by the name of **DBS NATIONWIDE PLC**

and for that purpose delivers the following documents for registration:

- 1 Declaration made by a director or the secretary in accordance with section 43(3)(e) of the above Act (on Form No 43(3)(e)).
- 2 Printed copy of memorandum and articles as altered in pursuance of the special resolution under section 43(1)(a) of the above Act.
- 3 Copy of auditors written statement in accordance with section 43(3)(b) of the above Act.
- 4 Copy of relevant balance sheet and of auditors unqualified report on it.

§ delete if section 44
of the Act does not
apply

~~5 Copy of relevant balance sheet and of auditors unqualified report on it.~~

† delete as
appropriate

Signed

[Director] [Secretary] † Date

2.6.94

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

Hammond Suddards
Empire House
10 Piccadilly
BRADFORD
BD1 3LR

GNIG.KLS

For official use
General Section



*H02SR25 *

HLN RECEIPT DATE: 16/06/94

THE COMPANIES ACTS 1985

COMPANY LIMITED BY SHARES



E08R700D

MEMORANDUM OF ASSOCIATION

EDI RECEIPT DATE: 16/06/94

-of-

DBS NATIONWIDE PLC

(As amended by Special Resolution dated 2nd June 1994)

1. The Company's name is "DBS NATIONWIDE PLC".
2. The Company's registered office is to be situated in England and Wales.
- 2(A) The Company is to be a public company.
3. The Company's objects are:-
 - (A) To carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, agents for the sale of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts and merchandise of every description to act as agents for and to enter into agreements of all kinds on behalf of such persons firms or companies as may be thought expedient and to negotiate, assign, mortgage, pledge for cash or otherwise any such agreements and the payments due thereunder and any property the subject thereof to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen and agents in respect of raw and manufactured goods of all kinds general railway shipping and forwarding agents and transport contractors to create, establish and maintain an organisation for the marketing, selling, servicing, distribution or introduction of the products, merchandise, goods, wares and commodities dealt in or services rendered by any persons, firms or companies and to participate in, undertake, perform and carry out all kinds of commercial trading and financial operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists and financiers either on the Company's own account or otherwise and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.
 - (B) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to the other objects of the Company.

- (BB) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company, and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

4. The liability of the members is limited.
5. The Company's share capital is £100 divided into 100 shares of £1.00 each.*

* Note:

1. By Ordinary Resolution dated 23 March 1994 the authorised share capital of the Company was increased from £100 to £300,000.
2. By Ordinary Resolution dated 25 March 1994 the authorised share capital of the Company was increased from £3,000,000 to £3,900,000 by the creation of 3,600,000 Cumulative Redeemable Preference Shares of £1 each.
3. By Special Resolution dated 25 March 1994 150,000 Ordinary Shares of £1 each were re-designated as 150,000 Cumulative Convertible Participating Preferred Ordinary Shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
L & A REGISTRARS LIMITED 31 CORSHAM STREET LONDON N1 6DR	ONE
L & A SECRETARIAL LIMITED 31 CORSHAM STREET LONDON N1 6DR	ONE
TOTAL SHARES TAKEN:	TWO

Dated the 1st day of October 1993

Witness to the above signatures:-

L & A SERVICES LIMITED
31 CORSHAM STREET
LONDON
N1 6DR

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY SHARES

NR/

ARTICLES OF ASSOCIATION

-of-

DBS NATIONWIDE PLC

(Adopted by Special Resolution passed

on 25th March 1994 and amended
by Special Resolution passed on 2nd June 1994)

PRELIMINARY

1. (A) (1) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 ("Table A") shall apply to the Company save in so far as they are excluded or varied by or are inconsistent with these Articles of Association and such Regulations (save for such exclusions, variations or inconsistencies) and the Articles hereinafter contained shall be the Articles of Association of the Company. References in these Articles to a Regulation shall be to the Regulation of that number contained in Table A.
- (2) Regulation 1 shall apply to the construction of these Articles and in the final sentence of Regulation 1 "Articles" shall be substituted for "Regulations".
- (3) References in these Articles to writing shall include typewriting, printing, lithography, photography, telex and facsimile messages and other means of representing or reproducing words in a legible and non-transitory form.
- (4) Regulations 2, 3, 40, 57, 73 to 80 (inclusive), 96, 118 and the first sentence of Regulation 24 shall not apply to the Company.

(B) In these Articles :-

"Acquisition Agreement" the agreement dated 25th March 1994 between
Darchem Limited (1) R B Adda Systems Limited
(2) Structured Steel Systems Limited (3)

**Touche
Ross**



Chartered Accountants

Touche Ross & Co
10 12 East Parade
Leeds LS1 2AJ

Telephone National 0532 439021
International +44 532 439021
Fax 0532 445580
DX 26423

**AUDITORS' STATEMENT TO THE DIRECTORS OF DBS NATIONWIDE LIMITED
(formerly MERONBOND LIMITED) IN ACCORDANCE WITH SECTION 43(3)(B) OF
THE COMPANIES ACT 1985**

We have examined the balance sheet of DBS Nationwide Limited (formerly Meronbond Limited) as at 24 March 1994. The scope of our work for the purpose of this statement was limited to an examination of the relationship between amounts stated in the audited balance sheet in connection with company's proposed re-registration as a public company.

In our opinion the balance sheet shows that as at 24 March 1994 the amount of the company's net assets was not less than the aggregate of its called up share capital and undistributable reserves.

Touche Ross & Co

Chartered Accountants
and Registered Auditors

26 May 1994.



E08R800E

EDI RECEIPT DATE: 16/06/94

**Deloitte Touche
Tohmatsu
International**

Aberdeen Bath Belfast Birmingham Bournemouth Bracknell Bristol Cambridge Cardiff
Coleraine Crawley Darford Edinburgh Glasgow Leeds Leicester Liverpool London
Manchester Milton Keynes Newcastle upon Tyne Nottingham and Southampton

Principal place of business at which a list of partners is available
Peterborough Court 133 Fleet Street London EC4A 3TR

Authorized by the Institute of Chartered Accountants in England and Wales to carry on
business in England



AUDITORS' REPORT TO THE DIRECTORS OF

DBS NATIONWIDE LIMITED

(formerly Meronbond Limited)

(continued)

Opinion

In our opinion the balance sheet gives a true and fair view of the state of the company's affairs as at 24 March 1994 and has been properly prepared in accordance with the provisions of the Companies Act 1985 which would have applied if it had been prepared for a financial period of the company.

Touche Ross & Co.

Touche Ross & Co.

Chartered Accountants and
Registered Auditors

26 May 1994.



E08R900F

EDI RECEIPT DATE: 16/06/94



Chartered Accountants

Touche Ross & Co
10 12 East Parade
Leeds LS1 2AJ

Telephone National 0532 439021
International +44 532 439021
Fax 0532 445580
DX 26423

AUDITORS' REPORT TO THE DIRECTORS OF

DBS NATIONWIDE LIMITED
(formerly Meronbond Limited)

We have audited the balance sheet on pages 3 to 6 which has been prepared under the accounting policies set out on page 3.

Respective responsibilities of directors and auditors

Under company law, the company's directors are responsible for the preparation of the balance sheet. In preparing that balance sheet, the directors are required to

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- prepare the balance sheet on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the company and to enable them to ensure that the balance sheet complies with the Companies Act 1985. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities. It is our responsibility to form an independent opinion, based on our audit, on that balance sheet and to report our opinion to you.

Basis of opinion

We conducted our audit in accordance with Auditing Standards issued by the Auditing Practices Board. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the balance sheet. It also includes an assessment of the significant estimates and judgements made by the directors in the preparation of the balance sheet and of whether the accounting policies are appropriate to the company's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the balance sheet is free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion we also evaluated the overall adequacy of the presentation of information in the balance sheet.



2864100

BALANCE SHEET
24 March 1994

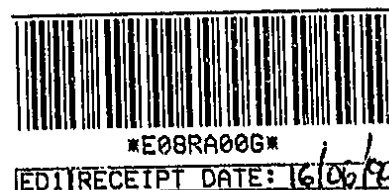
	Note	£	£
FIXED ASSETS			
Tangible assets	3		
- Cabins			324,212
- Equipment			7,290
- Motor vehicles			62,487
			<u>393,989</u>
CREDITORS: amounts falling due within one year			
- Obligations under hire purchase agreements		(43,989)	
NET CURRENT LIABILITIES			<u>(43,989)</u>
NET ASSETS			<u>350,000</u>
CAPITAL AND RESERVES			
Called up share capital	4		120,001
Share premium account			229,999
			<u>350,000</u>

The balance sheet was approved by the Board of Directors on 26 May 1994.

Signed on behalf of the Board of Directors.

S A GREENWOOD

Director



NOTES TO THE BALANCE SHEET
24 March 1994

1. ACCOUNTING POLICIES

The balance sheet is prepared in accordance with applicable accounting standards. The particular accounting policies adopted are described below.

Accounting convention

The balance sheet is prepared under the historical cost convention.

Basis of preparation of the balance sheet

The balance sheet has been prepared as at 24 March 1994, solely in connection with the company's proposed re-registration as a public company.

The company was incorporated on 20 October 1993 as Meronbond Limited. The company changed its name to Darchem Building Systems Limited on 25 March 1994 and to DBS Nationwide Limited on 3 May 1994. The company has not traded during the period since incorporation to 24 March 1994 and has made neither a profit nor a loss.

Fixed assets

Fixed assets are stated at cost. No depreciation has been provided to date as the company has not yet traded.

Hire purchase agreements

Assets held under hire purchase agreements are capitalised at their fair value on inception of the agreement.

2. ACQUISITION

On 23 March 1994 the company acquired the hire business and certain fixed assets of the cabin business of MTS Nationwide Limited for a consideration of £350,000 financed by the issue of 119,999 ordinary £1 shares in the company at a premium of £1.92 per share.

The following table sets out the fair values of the assets acquired.

	Consideration and fair value £
Fixed assets	393,989
Hire purchase agreements	(43,989)
Total consideration	<u>350,000</u>
Financed by:	
Issue of £1 ordinary shares	<u>350,000</u>

The directors consider the values of assets acquired as set out in the acquisition agreement to be their fair values to the company.

3. FIXED ASSETS

The fixed assets were all acquired from MTS Nationwide Limited on 23 March 1994. The net book value of assets held under hire purchase agreements at 24 March 1994 is £62,487.



NOTES TO THE BALANCE SHEET
24 March 1994

4. CALLED UP SHARE CAPITAL

	£
Authorised	
300,000 ordinary shares of £1 each	300,000
Issued, allotted and fully paid	
120,001 ordinary shares of £1 each	120,001

The company was incorporated on 20 October 1993 with an authorised share capital of 100 ordinary shares of £1 each of which 2 were issued at par.

On 23 March 1994, the authorised capital was increased to 300,000 ordinary shares of £1 each and a further 119,999 were issued at a premium of £1.92 per share as consideration for the purchase of the hire business and assets of the cabin business of MTS Nationwide Limited.

5. RECONCILIATION OF MOVEMENTS IN SHAREHOLDERS' FUNDS

	£
Share capital issued	350,000
Closing shareholders' funds	350,000

6. EVENTS OCCURRING AFTER THE BALANCE SHEET DATE

On 25 March 1994 the authorised share capital of the company was increased and redesignated as follows:

	£
150,000 ordinary shares of £1 each	150,000
3,600,000 cumulative redeemable preference shares of £1 each	3,600,000
150,000 cumulative convertible participating preferred ordinary shares of £1 each	150,000
	3,900,000

Additional shares were issued for cash on 25 March 1994 as follows:

	£
29,999 ordinary shares of £1 each	60,000
3,600,000 cumulative redeemable preference shares of £1 each	3,600,000
150,000 cumulative convertible participating preferred ordinary shares of £1 each	400,000
	4,060,000

The proceeds of the share issues were used to partly finance the acquisition on 25 March 1994 of the business and assets of Darchem Limited and certain of its subsidiaries.



NOTES TO THE BALANCE SHEET
24 March 1994

7. FINANCIAL COMMITMENTS

At 24 March 1994, the company was committed to making the following payments under leases which expire:

	Land and buildings £
Within one year	<u>9,000</u>

G

COMPANIES FORM No. 43(3)(e)

**Declaration of compliance
with requirements by a
private company on application
for re-registration as a public
company****43(3)(e)**Please do not
write in
this margin

Pursuant to section 43(3)(e) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



2864100

Name of Company

* DBS NATIONWIDE LIMITED

* Insert full name
of companyI, STUART ALAN GREENWOODof GLENSIDE, ASKWITH, OTLEY, LS29 2JQ† delete as
appropriate
‡ insert date

~~XXXXXX~~ [a director]† of the company, do solemnly and sincerely declare that:
1 the company, on 2nd June 1994‡, passed a special resolution
that the company should be re-registered as a public company;
2 the conditions of sections 44 and 45 of the above Act (so far as applicable) have been satisfied;
3 between the balance sheet date and the application for re-registration, there has been no change in
the company's financial position that has resulted in the amount of its net assets becoming less than
the aggregate of its called-up share capital and undistributable reserves.
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 Bradford, West
Yorkshire

Declarant to sign below

the 3rd day of June
One thousand nine hundred and ninety four.before me TM WhiteA Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresenter's name address and
reference (if any):Hammond Suddards
Empire House
10 Piccadilly
BRADFORD
BD1 3LR
GNIG.KLSFor official use
General Section

Post room



E08RB00H

ED1 RECEIPT DATE: 16/06/94

FILE COPY



CERTIFICATE OF INCORPORATION
ON RE-REGISTRATION OF PRIVATE COMPANY
AS A PUBLIC COMPANY

Company No. 2864100

The Registrar of Companies for England and Wales hereby certifies that

DBS NATIONWIDE PLC

formerly registered as a private company has this day been re-registered under the Companies Act 1985 as a public company and that the company is limited.

Given at Leeds, the 16th June 1994

Sheila O'Connell

For The Registrar Of Companies



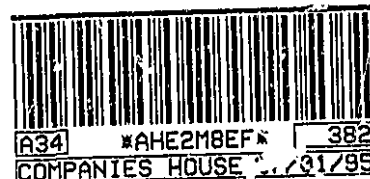
C O M P A N I E S H O U S E

2864100

WRITTEN RESOLUTION

21

DBS NATIONAL PLC



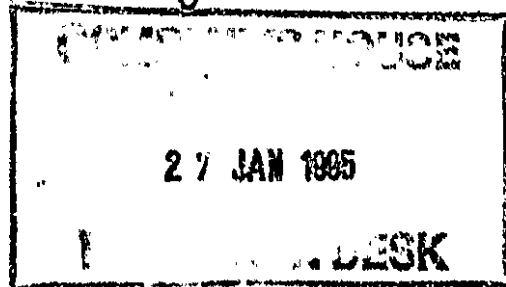
We the undersigned, being the holders of the whole of the issued share capital of the above Company, HEREBY RESOLVE (i) as a special resolution of the Company pursuant to Section 381A of the Companies Act 1985, (ii) as a written consent of the Preferred Ordinary shareholders pursuant to Article 9 of the Company's Articles of Association and (iii) as a written consent pursuant to an Investment Agreement dated 25 March 1994 made between (1) Meronbond Limited, (2) the Investors (as therein defined) (3) the Shareholders (as therein defined) and (4) Baronamead plc (in each case, as the case may be) THAT:

- (A) The Option Agreement proposed to be entered into between (1) the Company and (2) Nigel Prior Stickland ("NPS") in the form or substantially the form of the draft annexed hereto whereby the Company is to be granted an option to repurchase the 15,000 Ordinary Shares in the capital of the Company held by NPS for an aggregate consideration of up to £30,000 be and it is approved for the purposes of section 164 and 165 of the Companies Act 1985 and generally;
- (B) The Business Sale Agreement proposed to be entered into between (1) the Company, (2) Network Property Services Limited ("Network") and (3) NPS in the form or substantially the form of the draft annexed hereto for the sale by the Company to Network of the DBP Property Business (as therein defined) be and it is approved;
- (C) The Deed of Indemnity proposed to be granted by the Company to NPS in the form or substantially the form of the draft annexed hereto for the indemnification of NPS by the Company in respect of the matters therein referred to, be and it is approved.

IWP Tulloch, Director

for and on behalf of
MURRAY VENTURES PLC

Dated.....10 January.....1995



WRITTEN RESOLUTION

of

DBS NATIONWIDE PLC

We the undersigned, being the holders of the whole of the issued share capital of the above Company, HEREBY RESOLVE (1) as a special resolution of the Company pursuant to section 301A of the Companies Act 1985, (11) as a written consent of the Preferred Ordinary shareholders pursuant to Article 9 of the Company's Articles of Association and (111) as a written consent pursuant to an Investment Agreement dated 25 March 1994 made between (1) Heronwood Limited, (2) the Investors (as therein defined) (3) the shareholders (as therein defined) and (4) Baronsmead plc (in each case, as the case may be) THAT:

- (A) The Option Agreement proposed to be entered into between (1) the Company and (2) Nigel Prior Stickland ("NPS") in the form or substantially the form of the draft annexed hereto whereby the Company is to be granted an option to repurchase the 16,000 Ordinary Shares in the capital of the Company held by NPS for an aggregate consideration of up to £10,000 be and it is approved for the purposes of Section 164 and 166 of the Companies Act 1985 and generally;
- (B) The Business Sale Agreement proposed to be entered into between (1) the Company, (2) Network Property Services Limited ("Network") and (3) NPS in the form or substantially the form of the draft annexed hereto for the sale by the Company to Network of the DBS Property Business (as therein defined) be and it is approved;
- (C) The Deed of Indemnity proposed to be granted by the Company to NPS in the form or substantially the form of the draft annexed hereto for the indemnification of NPS by the Company in respect of the matters therein referred to, be and it is approved.

.....
for and on behalf of
MURRAY VENTURES PLC

Dated.....1995


10-JAN-1995 17:55

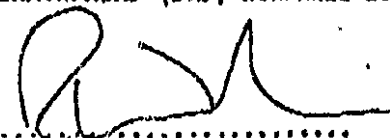
Baronsmead Plc

071 242 2048 P.03
09 Jan '95 15:24 No.008 P.03

..... Dated.....1995
for and on behalf of
NATHWEST VENTURES INVESTMENTS LIMITED

..... Dated.....1995
for and on behalf of
COUNTY NATHWEST NOMINEES LIMITED


..... Dated.....1995
for and on behalf of
BARONSMEAD (BAP) NOMINEES LIMITED


..... Dated.....1995
for and on behalf of
BARONSMEAD (BAP) NOMINEES LIMITED

..... Dated.....1995
DAVID WRAITH

..... Dated.....1995
MICHEL STICKLAND

..... Dated.....1995
MILES STAMFORD

WRITTEN RESOLUTION

RE

NPS /NATIONWIDE PLC

We the undersigned, being the holders of the whole of the issued share capital of the above Company, HEREBY RESOLVE (i) as a special resolution of the Company pursuant to Section 381A of the Companies Act 1985, (ii) as a written consent of the Preferred Ordinary shareholders pursuant to Article 9 of the Company's Articles of Association and (iii) as a written consent pursuant to an Investment Agreement dated 25 March 1994 made between (1) Baronond Limited, (2) the Investors (as therein defined) (3) the Shareholders (as therein defined) and (4) Baronond plc (in each case, as the case may be) THAT:

- (A) The Option Agreement proposed to be entered into between (1) the Company and (2) Nigel Prior stickland ("NPS") in the form or substantially the form of the draft annexed hereto whereby the Company is to be granted an option to repurchase the 15,000 Ordinary Shares in the capital of the Company held by NPS for an aggregate consideration of up to £30,000 be and it is approved for the purposes of Section 164 and 165 of the Companies Act 1985 and generally;
- (B) The Business Sale Agreement proposed to be entered into between (1) the Company, (2) Network Property Services Limited ("Network") and (3) NPS in the form or substantially the form of the draft annexed hereto for the sale by the Company to Network of the DBS Property Business (as therein defined) be and it is approved;
- (C) The Deed of Indemnity proposed to be granted by the Company to NPS in the form or substantially the form of the draft annexed hereto for the indemnification of NPS by the Company in respect of the matters therein referred to, be and it is approved.

.....
for and on behalf of
MURRAY VENTURES PLC

Dated.....1995

27 JAN 1995

.....
for and on behalf of
NATWEST VENTURES INVESTMENTS LIMITED

Dated...10 January.....1995

.....
for and on behalf of
COUNTY NATWEST NOMINEES LIMITED

Dated...10 January.....1995

.....
for and on behalf of
BARONSMEAD (BRF) NOMINEES LIMITED

Dated.....1995

.....
for and on behalf of
BARONSMEAD (BRF) NOMINEES LIMITED

Dated.....1995

.....
DAVID WRAITH

Dated...11 January...1995

.....
NIGEL STICKLAND

Dated.....1995

.....
NILES STANFORD

Dated...11 January...1995

WRITTEN RESOLUTION

of

DBS NATIONWIDE PLC

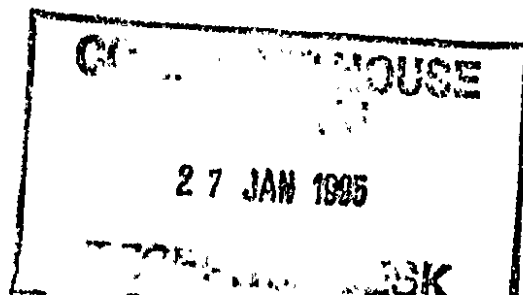
2864100

We the undersigned, being the holders of the whole of the issued share capital of the above Company, HEREBY RESOLVE (i) as a special resolution of the Company pursuant to Section 381A of the Companies Act 1985, (ii) as a written consent of the Preferred Ordinary shareholders pursuant to Article 9 of the Company's Articles of Association and (iii) as a written consent pursuant to an Investment Agreement dated 25 March 1994 made between (1) Meronbond Limited, (2) the Investors (as therein defined) (3) the Shareholders (as therein defined) and (4) Baronsmead plc (in each case, as the case may be) THAT:

- (A) The Option Agreement proposed to be entered into between (1) the Company and (2) Nigel Prior Stickland ("NPS") in the form or substantially the form of the draft annexed hereto whereby the Company is to be granted an option to repurchase the 15,000 Ordinary Shares in the capital of the Company held by NPS for an aggregate consideration of up to £30,000 be and it is approved for the purposes of Section 164 and 165 of the Companies Act 1985 and generally;
- (B) The Business Sale Agreement proposed to be entered into between (1) the Company, (2) Network Property Services Limited ("Network") and (3) NPS in the form or substantially the form of the draft annexed hereto for the sale by the Company to Network of the DBS Property Business (as therein defined) be and it is approved;
- (C) The Deed of Indemnity proposed to be granted by the Company to NPS in the form or substantially the form of the draft annexed hereto for the indemnification of NPS by the Company in respect of the matters therein referred to, be and it is approved.

.....
for and on behalf of
MURRAY VENTURES PLC

Dated.....1995



.....
for and on behalf of
NATWEST VENTURES INVESTMENTS LIMITED

Dated.....1995

.....
for and on behalf of
COUNTY NATWEST NOMINEES LIMITED

Dated.....1995

.....
for and on behalf of
BARONSMEAD (BRF) NOMINEES LIMITED

Dated.....1995

.....
for and on behalf of
BARONSMEAD (BBF) NOMINEES LIMITED

Dated.....1995

.....
DAVID WRAITH

Dated.....1995


.....
NIGEL STICKLAND

Dated.....*11 January*.....1995

.....
MILES STANYARD

Dated.....1995

THE COMPANIES ACTS 1985 TO 1989
RESOLUTIONS OF DBS NATIONWIDE LIMITED
PASSED ON *2nd June* 1994

At an Extraordinary General Meeting of the above named Company duly convened and held at West Auckland Road, Darlington, County Durham, the following Resolutions were duly passed as Resolutions of the Company:-

SPECIAL RESOLUTIONS

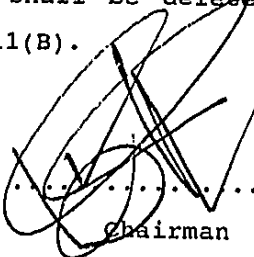
1. That the Company be re-registered as a public company.
2. That the name of the Company be changed to "DBS Nationwide PLC".
3. That the Memorandum of Association of the Company be altered by the insertion of a new Clause 2(A) as follows:-

"2(A) The Company is to be a public company".

4. That the Articles of Association of the Company be altered by the deletion of Articles 10(B) to (D) and the substitution therefor of the following new Article 10(B):-

"10(B) The provisions of Sections 89 to 94 inclusive of the Act, shall, save to the extent that the same are modified or disapplied by Special Resolution, apply to any allotment of new shares in the capital of the Company".

5. Article 11(A) (lien) shall be deleted and the letter "(B)" shall be deleted from Article 11(B).


.....
Chairman

crs00195.kls



H02SQ25.

HLE RECEIPT DATE: 16/06/94

16.6.94.
601-

G

COMPANIES FORM No. 43(3)

Application by a private company for re-registration as a public company

43(3)

Please do not write in this margin

Pursuant to section 43(3) of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

2864100

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

Name of Company

*DBS NATIONWIDE LIMITED

* Insert existing full name of company

† insert full name of company amended to make it appropriate for this company as a public limited company

applies to be re-registered as a public company by the name of DBS NATIONWIDE PLC

and for that purpose delivers the following documents for registration:


- 1 Declaration made by a director or the secretary in accordance with section 43(3)(e) of the above Act (on Form No 43(3)(e)).
- 2 Printed copy of memorandum and articles as altered in pursuance of the special resolution under section 43(1)(a) of the above Act.
- 3 Copy of auditors written statement in accordance with section 43(3)(b) of the above Act.
- 4 Copy of relevant balance sheet and of auditors unqualified report on it.

§ delete if section 44 of the Act does not apply

~~§ Copy of relevant balance sheet and of auditors unqualified report on it.~~

† delete as appropriate

Signed



[Director] [Secretary] † Date

2.6.94

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

Hammond Suddards
Empire House
10 Piccadilly
BRADFORD
BD1 3LR
GNIG.KLS

For official use
General Section



*H02SR25 *

HLE RECEIPT DATE: 16/06/94

The Companies Act, Company limited by shares

Memorandum and Articles of Association of

DBS NATIONWIDE PLC

(as in force on 2nd June 1994)

Date of Incorporation 20 October 1993

Company Number 2864100

HAMMOND SUDDARDS

SOLICITORS

Empire House 10 Piccadilly Bradford BD1 3LR



CERTIFICATE OF INCORPORATION
ON RE-REGISTRATION OF PRIVATE COMPANY
AS A PUBLIC COMPANY

Company No. 2864100

The Registrar of Companies for England and Wales hereby certifies that
DBS NATIONWIDE PLC

formerly registered as a private company has this day been re-
registered under the Companies Act 1985 as a public company
and that the company is limited.

Given at Leeds, the 16th June 1994

Sheila O'Zanne

For The Registrar Of Companies



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



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 2864100

The Registrar of Companies for England and Wales hereby certifies that
MERONBOND LIMITED

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

PARCHEM BUILDING SYSTEMS LIMITED

Given at Leeds, the 25th March 1994

Sheila O'Connell

For The Registrar Of Companies



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



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

No. 2864100

I hereby certify that

MERONBOND 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 20 OCTOBER 1993 •

P. Evans
P. EVANS

an authorised officer

THE COMPANIES ACTS 1985 TO 1989
RESOLUTIONS OF DBS NATIONWIDE LIMITED
PASSED ON *2nd June* 1994

At an Extraordinary General Meeting of the above named Company duly convened and held at West Auckland Road, Darlington, County Durham, the following Resolutions were duly passed as Resolutions of the Company:-

SPECIAL RESOLUTIONS

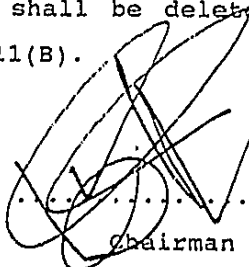
1. That the Company be re-registered as a public company.
2. That the name of the Company be changed to "DBS Nationwide PLC".
3. That the Memorandum of Association of the Company be altered by the insertion of a new Clause 2(A) as follows:-

"2(A) The Company is to be a public company".

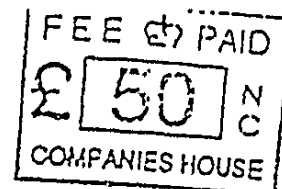
4. That the Articles of Association of the Company be altered by the deletion of Articles 10(B) to (D) and the substitution therefor of the following new Article 10(B):-

"10(B) The provisions of Sections 89 to 94 inclusive of the Act, shall, save to the extent that the same are modified or disapplied by Special Resolution, apply to any allotment of new shares in the capital of the Company".

5. Article 11(A) (lien) shall be deleted and the letter "(B)" shall be deleted from Article 11(B).


.....
Chairman

THE COMPANIES ACTS 1985 TO 1989
RESOLUTIONS OF MIRONBOND LIMITED
PASSED ON 24 MARCH 1993



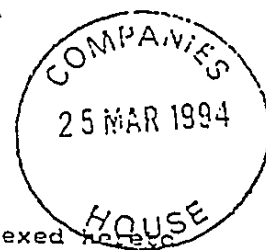
At an Extraordinary General Meeting of the above named Company duly convened and held at ~~2 Park Lane, Leeds LS3 1ES~~ ^{Imperial House, 15 Piccadilly, London W1A 0AN} the following Resolutions were duly passed as Resolutions of the Company:-

ORDINARY RESOLUTION

1. That the authorised share capital of the Company be and is hereby increased from £300,000 to £3,900,000 by the creation of 3,600,000 Cumulative Redeemable Preference Shares of £1 each, having attached thereto the rights set out in the new Articles of Association proposed to be adopted pursuant to Resolution No. 2 below.

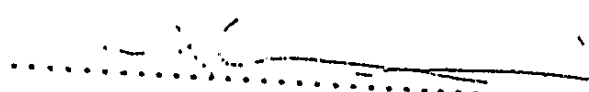
SPECIAL RESOLUTIONS

2. That the regulations contained in the printed document annexed ~~hereto~~ be adopted as the new Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association.
3. That 150,000 of the Ordinary Shares of £1 each of the Company comprised in its authorised but unissued share capital be re-designated as Cumulative Convertible Participating Preferred Ordinary Shares of £1 each, having attached thereto the rights set out in the new Articles of Association proposed to be adopted pursuant to Resolution No. 2 above.
4. That pursuant to Article 10(A) of the Articles of Association proposed to be adopted pursuant to Resolution No. 2 above the directors be generally and unconditionally authorised to allot up to the total number of the shares of each of the classes of shares referred to in Resolutions Nos. 1 and 3 above to such persons and on such terms and in such manner as the directors shall in their absolute discretion think fit.



5000 00 Paid.
3520387-00
Miguel Bank.

That the name of the Company be changed to "Darchem Building Systems Limited".



Director



THE COMPANIES ACTS 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

DBS NATIONWIDE PLC

(As amended by Special Resolution dated 2nd June 1994)

1. The Company's name is "DBS NATIONWIDE PLC".
2. The Company's registered office is to be situated in England and Wales.
- 2(A) The Company is to be a public company.
3. The Company's objects are:-
 - (A) To carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, agents for the sale of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts and merchandise of every description to act as agents for and to enter into agreements of all kinds on behalf of such persons firms or companies as may be thought expedient and to negotiate, assign, mortgage, pledge for cash or otherwise any such agreements and the payments due thereunder and any property the subject thereof to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen and agents in respect of raw and manufactured goods of all kinds general railway shipping and forwarding agents and transport contractors to create, establish and maintain an organisation for the marketing, selling, servicing, distribution or introduction of the products, merchandise, goods, wares and commodities dealt in or services rendered by any persons, firms or companies and to participate in, undertake, perform and carry out all kinds of commercial trading and financial operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists and financiers either on the Company's own account or otherwise and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.
 - (B) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to the other objects of the Company.

- (C) To purchase, sell, exchange, improve, rent, let on lease, hire, surrender, license, accept surrenders of and otherwise acquire, deal with and hold any estate or interest in any lands, buildings, easement, rights, privileges, or other property, chattels and effects of any interest or right in relation thereto.
- (D) To erect, pull down, repair, alter, develop, construct, lay down, enlarge, maintain or otherwise deal with any buildings, factories, stores, shops, plant and machinery, roads, railways, tramways, sidings, bridges, reservoirs and works necessary or convenient for the Company's business and to contribute to the performance of any of the above.
- (E) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which the company is authorised to carry on or possessed of property of any description suitable to the purpose of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
- (F) To apply for, purchase or otherwise acquire and hold or deal in any manner with any patents, licences concessions, secret processes or other property which may seem to the Company capable of being dealt with by or to be benefit or convenient to the pursuit of any trade or business of the Company and to grant rights and interests thereout.
- (G) To sell, improve, let, licence, develop, manage, turn to account, exchange, grant royalty, share of profits or otherwise, grant easement and other rights in and over and in any other manner deal with or dispose of the undertaking or any part thereof and all or any of the property and assets for the time being of the Company on such terms and for such consideration as the Company may approve.
- (H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may from time to time be determined.
- (I) To lend money to any person, firm or company upon such terms and with or without security and subject to such conditions as may from time to time be determined.
- (J) To give all kinds of indemnities either with or without the Company receiving any consideration or advantage and to guarantee the payment of the capital or principal (together with any premium) of any debentures, debenture stock, bonds, mortgages, charges, charges, obligations, dividends, securities, moneys or shares or interest thereon, or the performance of any contracts or engagements of any person, firm or company.
- (K) To borrow or raise or secure the payment of money in such manner as shall from time to time be determined for the purposes of or in connection with the Company's trade or business and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's undertaking or property and by reissuing any

debentures at any time paid off, and by becoming a member of any building society.

- (L) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either, permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances.
- (M) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performances of any contracts or obligation of the Company or of its customers or other persons, firms or companies having dealings with the Company or in whose business or undertakings the company is interested whether directly or indirectly.
- (N) To pay for any property or rights of any description acquired by the Company either in cash, by instalments, or otherwise or fully or partly paid-up shares, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly, in one way and partly in another, and generally on such terms as the Company may determine.
- (O) To accept payment for any property or rights of any description sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or debenture stock, mortgages or other securities of any company or companies, or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (P) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable instruments.
- (Q) To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debentures stock or other interest in or obligations of any other company or corporation.
- (R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on.
- (S) To establish or promote or join or assist in establishing or promoting any other company or companies for the purpose of acquiring all or any of the assets and liabilities of the Company or for any other purpose the promotion of which shall be in any manner calculated or appear to the Company to advance directly or indirectly the objects or interests of the Company.

- (T) To amalgamate with any other company or companies whose objects are or include objects similar to those of the Company or any of them, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company or companies as aforesaid, with or without winding up by sale or purchase (for fully or partly paid up shares or otherwise) of all a controlling interest in the shares or stock of the or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (U) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any person, firm or company whose objects are or include objects similar to those of the Company or any of them.
- (V) To establish, support and maintain and to aid and procure the establishment, support and maintenance of any non-contributory or contributory pension or superannuation funds or other trusts or funds calculated to benefit, and give or procure the giving of donations, gratuities, pensions, allowances, or enrolments to any persons who are or were at any time employed by or in the service of the Company (including any Director holding a salaried office or employment in the Company) or of any other company which is for the time being the Company's holding company, or a subsidiary of the Company (as defined by s.736 of the Companies Act 1985) or the families and dependants of such persons, and subsidise or subscribe to any institution, association, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other companies or persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid.
- (W) To subscribe or guarantee money for or organise, assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may appear to further, whether directly or indirectly, the objects of the Company or the interests of its members or employees.
- (X) To pay out the funds of the Company all costs and expenses of and incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission, and to remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (Y) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their families, dependants and connection.
- (Z) 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.
- (AA) To do all or any of the things authorised by this Memorandum in any part of the world, and either as principals or as agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise.

(BB) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company, and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

4. The liability of the members is limited.
5. The Company's share capital is £100 divided into 100 shares of £1.00 each.*

* Note:

1. By Ordinary Resolution dated 23 March 1994 the authorised share capital of the Company was increased from £100 to £300,000.
2. By Ordinary Resolution dated 25 March 1994 the authorised share capital of the Company was increased from £3,000,000 to £3,900,000 by the creation of 3,600,000 Cumulative Redeemable Preference Shares of £1 each.
3. By Special Resolution dated 25 March 1994 150,000 Ordinary Shares of £1 each were redesignated as 150,000 Cumulative Convertible Participating Preferred Ordinary Shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
L & A REGISTRARS LIMITED 31 CORSHAM STREET LONDON N1 6DR	ONE
L & A SECRETARIAL LIMITED 31 CORSHAM STREET LONDON N1 6DR	ONE
TOTAL SHARES TAKEN:	TWO

Dated the 1st day of October 1993

Witness to the above signatures:-

L & A SERVICES LIMITED
31 CORSHAM STREET
LONDON
N1 6DR

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

-of-

DBS NATIONWIDE PLC

(Adopted by Special Resolution passed

on 25th March 1994 and amended
by Special Resolution passed on 2nd June 1994)

PRELIMINARY

1. (A) (1) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 ("Table A") shall apply to the Company save in so far as they are excluded or varied by or are inconsistent with these Articles of Association and such Regulations (save for such exclusions, variations or inconsistencies) and the Articles hereinafter contained shall be the Articles of Association of the Company. References in these Articles to a Regulation shall be to the Regulation of that number contained in Table A.
 - (2) Regulation 1 shall apply to the construction of these Articles and in the final sentence of Regulation 1 "Articles" shall be substituted for "Regulations".
 - (3) References in these Articles to writing shall include typewriting, printing, lithography, photography, telex and facsimile messages and other means of representing or reproducing words in a legible and non-transitory form.
 - (4) Regulations 2, 3, 40, 57, 73 to 80 (inclusive), 96, 118 and the first sentence of Regulation 24 shall not apply to the Company.
- (B) In these Articles :-
- | | |
|-------------------------|---|
| "Acquisition Agreement" | the agreement dated 25th March 1994 between
Darchem Limited (1) R B Adda Systems Limited
(2) Structured Steel Systems Limited (3) |
|-------------------------|---|

William Baird Plc (4) the Agency Companies (as defined therein) (5) and the Company (6).

- "Auditors" means the auditors for the time being of the Company.
- "NW Investors" means Natwest Ventures Investments Limited and County Natwest Nominees Limited or either of them or any company which is the holding company or a subsidiary of either or which is a subsidiary of any such holding company;
- "Financial Year" means a financial year or other period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act.
- "the Investors" means the holders for the time being of the Preferred Ordinary Shares and Preference Shares.
- "the Investor's Group" means, in respect of any Investor, that Investor and/or its nominees and all or any subsidiaries or holding companies for the time being of that Investor and any subsidiary of any such holding company as aforesaid together with (if appropriate) all or any investment trusts or investment companies or funds managed or advised by that Investor or by any subsidiary or holding company for the time being of that Investor and any subsidiary of any such holding company as aforesaid.
- "Interest Rate" means four per cent over the Base Rate from time to time of National Westminster Bank Plc.
- "Investment Agreement" means the subscription agreement dated 25th March 1994 and made between the Company (1) the Investors (as therein defined) (2) and the Shareholders (as therein defined) (3) and Baronsmead plc (4).
- "Listing" means the date of admission of any part of the share capital of the Company to the Official List of The International Stock Exchange of the United Kingdom and the Republic of Ireland Limited or the grant of permission to deal in the same in the Unlisted Securities Market of such Stock Exchange or on any recognised investment exchange as that term is used in the Financial Services Act 1986.
- "MJ Investors" means Murray Ventures PLC ("MV") and any subsidiary of MV or any company of which MV is or becomes a subsidiary and Murray Johnstone LBO Fund L.P. and Murray Johnstone Private Acquisition Partnership Limited or any of them or any nominee of them or any person to whom any of them shall have transferred any part of

their respective shareholdings in the Company in accordance with Article 13.

"Murray Johnstone Group"	shall mean all or any investment trusts or investment companies or funds managed or advised by Murray Johnstone Limited ("MJL") (or any holding or subsidiary company of or any subsidiary of any holding company of MJL from time to time) and a "member of the Murray Johnstone Group" shall have a corresponding meaning.
"Net Profit"	shall have the meaning ascribed thereto in Article 6(D).
"Ordinary Shares"	means the Ordinary Shares of £1 each of the Company.
"Preference Shares"	means the Cumulative Redeemable Preference Shares of £1 each of the Company.
"Preferred Ordinary Shares"	means the Cumulative Convertible Participating Preferred Ordinary Shares of £1 each of the Company.
"Sale"	means the acceptance of an offer or the making of an agreement which upon the satisfaction of the conditions (if any) of such offer or agreement results in a change in control as defined in Article 13(J).

GENERAL MEETINGS

2. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the Meeting proceeds to business. Two persons, being members present in person or proxies for a member or members or duly authorised representatives of corporations shall be a quorum at any general meeting PROVIDED THAT notwithstanding the foregoing and so long as there are any Preferred Ordinary Shares in issue there shall be no quorum unless one of the Members present in person or by proxy or by duly authorised representative shall be the holder of any Preferred Ordinary Shares in the Company. If no such member is so present then the Meeting shall stand adjourned for a period of not less than 7 days to such time and place as the Directors shall agree and notify to the members. If no such member is so present at the adjourned meeting then subject to the foregoing provisions of this Article the members then present in person or by proxy or by duly authorised representatives shall constitute a quorum.
3. With respect to any such resolution in writing as is referred to in Regulation 53 of Table A, in the case of a corporation which holds a share, the signature of any director or the secretary thereof shall be sufficient for the purposes of Regulation 53.
4. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception of declaring a dividend on the Ordinary Shares, the consideration of the audited accounts,

balance sheets and the reports of the Directors and the Auditors and the appointment of, and the fixing of the remuneration of the Auditors.

5. At any General Meeting of the Company, a poll may be demanded by one or more Members present in person or by proxy and having the right to vote at the Meeting and sub-clauses (b), (c) and (d) of Regulation 46 shall be modified accordingly.

ACCOUNTS AND ANNUAL GENERAL MEETINGS

6. (A) Every Financial Year of the Company (apart from the first which shall commence on incorporation of the Company) shall commence on 1st January and end on 31st December in the same year, and the Directors shall cause to be prepared, in accordance with the provisions of the Act, a consolidated balance sheet of the Company and its subsidiaries as at the end of each such Financial Year and a consolidated profit and loss account and cashflow statement of the Company and its subsidiaries for each such Financial Year (which said balance sheet and profit and loss account are hereinafter collectively referred to as "the Accounts").
- (B) An Annual General Meeting of the Company shall be held not later than the last business day of the month of May in each calendar year in respect of the Financial Year ended on the immediately preceding 31st December at such time and place as the Directors shall determine, and the Directors shall cause to be laid before each such Annual General Meeting the Accounts for such Financial Year together with the respective reports thereon of the Directors and of the Auditors such reports complying with the provisions of the Act.
- (C) At the same time as reporting on the Accounts for any Financial Year of the Company the Auditors shall certify in writing to the Directors and the Investors :-
- (1) in respect of each Financial Year the amount of the Net Profit of the Company; and
 - (2) in respect of each Financial Year the amount of the dividend (if any) payable in respect of each Preferred Ordinary Share in accordance with the provisions of these Articles.
- In so certifying the Auditors shall be deemed to be acting as experts and not as arbitrators; and the amounts as so certified shall be conclusive and binding on the Company and upon all of its members for the purposes of these Articles in the absence of manifest error.
- (D) For the purposes of these Articles the "Net Profit" of the Company for any Financial Year of the Company means the group profit of the Company and its subsidiaries as shown by the audited consolidated profit and loss account of the Company and its subsidiaries in the Accounts for the relevant Financial Year :-

- (1) before provision has been made for the payment of any dividend on any share in the capital of the Company or any of its subsidiaries (and adding back to such profits the amount of any interim dividend declared and paid by the Company or any of its subsidiaries in the year to which such audited consolidated profit and loss account relates) or for any other distribution
- (2) before taking into account any transfer or proposed transfer to reserves;
- (3) before writing off any amount in respect of goodwill or other intangible assets;
- (4) before taking into account any payment in respect of or provision for corporation tax (including advance corporation tax) (or any other tax equivalent to corporation tax in the case of any overseas subsidiary) and any other tax (whether of the United Kingdom or otherwise) which may be imposed on or by reference to profits, gains income or distributions; and
- (5) before taking into account any items covered by FRS 3

SHARE CAPITAL

7. The authorised Share Capital of the Company at the date of the adoption of these Articles is £3,900,000 divided into:-
 - (A) 150,000 Ordinary Shares;
 - (B) 3,600,000 Preference Shares; and
 - (C) 150,000 Preferred Ordinary Shares.
8. The special rights and restrictions attached to and imposed on the Preference Shares, the Preferred Ordinary Shares and the Ordinary Shares respectively are as follows :-
 - (A) Income : Preference Shares
 - (1) The Preference Shares shall confer upon the holders thereof as a class the right in priority to any payment by way of dividend to the holders of any other shares in the capital of the Company to receive a fixed cumulative preferential dividend ("the Preference Dividend") in respect of each Preference Share.
 - (2) The Preference Dividend shall be an amount equal to 6.5 per cent (exclusive of any associated tax credit) of the subscription price (inclusive of any premium) paid for each Preference Share in respect of each Financial Year in which they are in issue until redemption and proportionately for any part of a year in which they are in issue.
 - (3) The Preference Dividend shall be paid in cash by two equal instalments (exclusive of any associated tax credit) on 1st July and 31st December of each year the

first such payment being on 1st July 1995 in respect of the period commencing with the issue of the Preference Shares and ending on that date.

- (4) The Preference Dividend shall accrue from day to day and shall ipso facto and without any resolution of the Directors or of the Company in general meeting (and notwithstanding anything contained in Regulations 102 to 108 (inclusive) of Table A) on the due date for payment become a debt due from and immediately payable by the Company to the holders of the Preference Shares whether demanded or not.

(B) Income : Preferred Ordinary Shares

- (1) The Preferred Ordinary Shares shall confer upon the holders thereof as a class the right in priority to any payment by way of dividend to the holders of any other shares in the capital of the Company (other than the Preference Shares) to receive (exclusive of any associated tax credit) in respect of each Preferred Ordinary Share:-
- (a) a fixed cumulative preferred dividend ("the Preferred Dividend"); and
- (b) a cumulative participating dividend of an amount equal to 6 per cent of the Net Profit of the Company for each Financial Year ("the Participating Dividend") up to and including the Financial Year ending 31 December 1997 and 10 per cent of the Net Profit of the Company for each Financial Year thereafter divided by the number of Preferred Ordinary shares in issue (in each case less the amount of the Preferred Dividend in respect of that Financial Year).
- (2) The Preferred Dividend shall be an amount equal to 5 per cent per annum (exclusive of any associated tax credit) of the subscription price (inclusive of any premium) paid for each Preferred Ordinary Share in respect of each Financial Year in which they are in issue until conversion and proportionately for any part of any Financial Year in which they are in issue until conversion.
- (3) The Preferred Dividend shall be paid in cash by two equal instalments (exclusive of any associated tax credit) on 1st July and 31st December of each year the first such payment being on 1st July 1995 in respect of the period commencing with the issue of the Preferred Ordinary Shares and ending on that date.
- (4) The Participating Dividend shall in respect of each Financial Year be paid in cash within 14 days of the earlier of the Annual General Meeting at which Accounts in respect of the relevant Financial Year are approved or on the date four months after the end of the relevant Financial Year.

- (5) The Preferred Dividend and Participating Dividend shall accrue from day to day and shall ipso facto and without any resolution of the Directors or of the Company in general meeting (and notwithstanding anything contained in Regulations 102 to 108 (inclusive) of Table A) and on the due date for payment become a debt due from and immediately payable by the Company to holders of the Preferred Ordinary Shares.

(C) Arrears in Income : Preference Shares and Preferred
Ordinary Shares

- (1) In the event that whether by reason of any principle of law or otherwise the Company is unable to pay in full on any due date for payment under Articles 8(A) or 8(B) (each of which dates is in this paragraph referred to as a "dividend date"), any instalment of Preference Dividend or Preferred Dividend or Participating Dividend to any of the holders of the Preference Shares or the Preferred Ordinary Shares which would otherwise be required to be paid pursuant to Articles 8(A) or 8(B) on that dividend date to any of the holders of the Preference Shares or the Preferred Ordinary Shares as the case may be (in this paragraph any such dividend being hereinafter called the "relevant dividend") then the following provisions shall apply :-
- (a) on the due dividend date the Company shall pay to such holders on account of the relevant dividend the maximum sum (if any) which can then consistently with any such principle of law, be properly paid by the Company;
- (b) on every succeeding dividend date the Company shall pay to such holders on account of the balance of the relevant dividend for the time being remaining outstanding (together with accrued interest), and until the relevant dividend shall have been paid in full, the maximum sum (if any) which on each such succeeding dividend date respectively can, consistently with any such principle of law, be properly paid by the Company;
- (c) subject only as aforesaid every sum which shall become payable by the Company on any dividend date in accordance with the foregoing provisions of this paragraph shall on that dividend date ipso facto and without any resolution of the Directors or of the Company in general meeting (and notwithstanding anything contained in Regulations 102 to 108 (inclusive) of Table A) become a debt due from and immediately payable by the Company to the holders of the Preference Shares or the Preferred Ordinary Shares (as the case may be).
- (2) Any arrears of Preference Dividend or Preferred Dividend or Participating Dividend shall carry interest

at the Interest Rate from each dividend date until payment in full.

- (3) The Company shall procure that the profits of any subsidiary for the time being available for distribution shall be paid to it by way of dividend if, and to the extent that, but for such payment, the Company would not itself otherwise have sufficient profits available for distribution to pay in full the Preference Dividend, the Preferred Dividend and/or the Participating Dividend.

(D) Income : Ordinary Shares and Preferred Ordinary Shares

- (1) Without the prior written consent of the holders of the Preferred Ordinary Shares no dividends shall be declared or paid on the Ordinary Shares in respect of any Financial Year of the Company.
- (2) Subject to sub-clause (1) above, after the payment of all arrears and accruals of the Preference Dividend and the Preferred Dividend and the Participating Dividend, (if appropriate) in accordance with this Article 8 and, where applicable, subject to any Preference Shares having been redeemed in accordance with these Articles and subject to the payment of a dividend on each Ordinary Share equal to the aggregate of the Preferred Dividend and the Participating Dividend or each Preferred Ordinary Share (if appropriate) in respect of the relevant Financial Year, any further dividend declared by the Company in respect of that Financial Year shall be paid on the Ordinary Shares and Preferred Ordinary Shares *pari passu* as if the Preferred Ordinary Shares had been converted into Ordinary Shares pursuant to Article 8(H) and as if the Preferred Ordinary Shares and the Ordinary Shares were all shares of the same class.

(E) Capital : General

In the event of a winding up of the Company or other return of capital the assets of the Company remaining after payment of its debts and liabilities (exclusive of any debts which have become due in accordance with Articles 8(A) to (C) (inclusive) and of the costs charges and expenses of such winding up) shall be applied in the following manner and order of priority:-

- (1) Firstly, in paying to the holders of the Preference Shares (in proportion to the numbers of Preference Shares held by them) all unpaid arrears and accruals of any Preference Dividend (together with interest thereon if any) such arrears and accruals to be calculated down to and including the date of the repayment to be payable irrespective of what profits (and of whether any profits) have been made or earned by the Company and irrespective of whether or not such unpaid arrears and accruals have become due and payable

in accordance with any of the provisions of Articles 8(A) or 8(B);

- (2) Secondly, in paying to the holders of the Preference Shares (in proportion to the numbers of Preference Shares held by them) an amount equal to the subscription price (inclusive of any premium) paid for such shares;
- (3) Thirdly, in paying to the holders of the Preferred Ordinary Shares (in proportion to the numbers of Preferred Ordinary Shares held by them) all unpaid arrears and accruals of any Preferred Dividend or Participating Dividend such arrears and accruals to be calculated down to and including the date of repayment to be payable irrespective of what profits (and of whether any profits) have been made or earned by the Company and irrespective of whether or not such unpaid arrears and accruals have become due and payable in accordance with any of the provisions of Articles 8(B) or 8(C);
- (4) Fourthly, in paying to the holders of the Preferred Ordinary Shares (in proportion to the numbers of Preferred Ordinary Shares held by them) an amount equal to the subscription price (inclusive of any premium) paid for such shares;
- (5) Fifthly, in paying to the holders of the Ordinary Shares (in proportion to the numbers of Ordinary Shares held by them) the subscription price (inclusive of any premium) paid for such shares (as specified in part 2 of Schedule 1 to the Investment Agreement); and
- (6) Lastly, in distributing the balance amongst the holders of the Preferred Ordinary Shares and the Ordinary Shares *pari passu*:
 - (a) as if all the Preferred Ordinary Shares had been converted into Ordinary Shares pursuant to Article 8(H); and
 - (b) as if the Preferred Ordinary Shares and the Ordinary Shares were all shares of the same class.

(F) Redemption: Preference Shares

- (1) The Preference Shares shall be redeemed at par in six equal tranches of 600,000 Preference Shares on 31st December in each year, commencing on 31st December 1996.
- (2) On Listing or on a Sale (but conditionally upon such Listing being obtained or such Sale taking place) the Company shall redeem all the Preference Shares then in issue for cash at par.

- (3) Redemption of any Preference Shares pursuant to this Article shall be conducted in the manner specified in Article 8(G).

(C) Redemption: Provisions applicable to Preference Shares

Any Preference Shares to be redeemed pursuant to this Article 8 ("the Redeemable Shares") shall be redeemed on the relevant date (insofar as the Company shall be able to comply with the provisions of the Act relating to redemption or so soon after the said date as the Company shall be able to comply with the provisions of the Act) upon, and subject to, the following terms and conditions:-

- (1) The Company shall give the holder of the Redeemable Shares written notice of redemption not later than seven days prior to the date of redemption which notice shall be irrevocable and shall fix the time and place for such redemption and shall specify the Redeemable Shares to be redeemed, such Redeemable Shares to be redeemed amongst the holders of the Redeemable Shares for the time being in the proportion in which their holding of Redeemable Shares bears to the total number of the relevant class of Redeemable Shares outstanding prior to each such redemption. At the time and place so fixed the registered holders of the Redeemable Shares to be redeemed shall be bound to deliver to the Company the certificates for such Redeemable Shares (or an indemnity in respect thereof reasonably satisfactory to the Company) for cancellation and thereupon the Company shall pay to (or to the order of) such holders all the monies payable in respect of the redemption of such Redeemable Shares and such payment shall be made through a bank if the Company shall think fit. If any certificate so delivered to the Company shall include any Redeemable Shares not redeemed on the occasion for which it is so delivered, the Company shall issue without charge a fresh certificate for such Redeemable Shares;
- (2) There shall be paid on the redemption of each Redeemable Share the sum of £1 together with all arrears and accruals of the Preference Dividend payable thereon (including accrued interest (if any) and whether earned or declared or not) calculated up to and including the date of redemption. The receipt of the registered holder for the time being of any Redeemable Shares so redeemed or in the case of joint registered holders the receipt of any of them for money payable on redemption thereof shall constitute an absolute discharge to the Company in respect thereof;
- (3) The dividends payable on each Redeemable Share becoming liable to be redeemed under the foregoing provisions shall continue to accrue until actual redemption of such Redeemable Share unless such failure to redeem shall be due to the failure of the holder to deliver up the certificate in respect of such Redeemable Shares or an indemnity in respect thereof;

- (4) If any holder of Redeemable Shares whose shares are liable to be redeemed under this paragraph shall fail or refuse to deliver up the certificate for his shares the Company may retain the redemption monies until delivery up of the certificate or of any indemnity in respect thereof reasonably satisfactory to the Company and shall within seven days thereafter pay the redemption monies to the shareholders. No holder of Redeemable Shares shall have any claim against the Company in respect of interest on monies retained pursuant to this paragraph.

(H) Conversion: Preferred Ordinary Shares

On Listing or on a Sale (but conditionally upon such Listing being obtained or such Sale taking place) or at such other time as the holders of the Preferred Ordinary Shares shall so determine each of the Preferred Ordinary Shares then in issue shall be converted into one fully paid Ordinary Share.

(I) Conversion: Provisions applicable to Preferred Ordinary Shares

- (1) The right or obligation to convert any of the Preferred Ordinary Shares arising pursuant to these Articles ("the Convertible Shares") shall be exercised by completing the notice of conversion endorsed on the share certificate relating to the Convertible Shares to be converted or a notice in such other form as may from time to time be prescribed by the Directors in lieu thereof (any such notice being herein called a "Conversion Notice") and delivering the same to the Company together with such other evidence (if any) as the Directors may reasonably require to prove the title of the person exercising such right to convert.
- (2) Any conversion of the Convertible Shares shall be without prejudice to the right of the holders of the Convertible Shares to be entitled to claim and pursue any unpaid arrears of dividend which may have become due and payable prior to conversion.
- (3) The Company shall further upon conversion (or so soon thereafter as the amount of such final dividend shall have been determined) pay to the holders of the Convertible Shares a final dividend ("Final Dividend") equal to that fraction of the Preferred Dividend or the Participating Dividend (as appropriate) which would if there had been no conversion have been payable on the next date therefor respectively after the date of conversion as the number of days between the last due date therefor before the date of conversion and the date of conversion bears to the number of days between the respective due dates therefor next before and next after the date of conversion and so that any Final Dividend shall on the date of conversion ipso facto and without any resolution of the Directors or of the Company in General Meeting (and notwithstanding anything contained in Regulations 102 to 108 inclusive)

become a debt due from and immediately payable by the Company to the relevant holders of the Convertible Shares.

- (4) Allotments of Ordinary Shares arising from conversion shall be effected not later than 14 days after the date of delivery of the relevant notice of conversion when the Company shall deliver to the allottee or as it may direct a definite certificate for the appropriate number of fully paid Ordinary Shares.
- (5) The Ordinary Shares arising on such conversion shall rank pari passu in all respects and form one class with the Ordinary Shares then in issue and shall:
 - (a) where conversion arises pursuant to a Listing entitle the holder to all dividends in respect of the Financial Year or accounting period of the Company in which the conversion falls provided that the record date for such dividends and distributions falls after such conversion and provided that such dividends or distributions are not in respect of any earlier Financial Year or accounting period; or
 - (b) where conversion arises otherwise than pursuant to a Listing entitle the holder to a proportion of the dividends referred to in (a) above equal to the proportion of the Financial Year for which the Ordinary Shares are in issue following conversion.

(J) Investor Directors

- (1) The holders for the time being of the Preferred Ordinary Shares in the Company shall have the right from time to time and after consulting with the other Directors of the Company to appoint two persons only as Directors of the Company and of each of its subsidiaries (hereinafter referred to as the "Investor Directors") and to remove from office any person so appointed and after consulting with the other Directors of the Company to appoint another person in his place.
- (2) On any resolution to remove a Director appointed pursuant to this Article 8(J) or to amend or alter this Article 8(J) or to alter its effect, the Preferred Ordinary Shares shall together carry at least one vote in excess of seventy five per cent of the votes exercisable at the general meeting at which such resolution is to be proposed.
- (3) Any appointment or removal pursuant to Article 8(J)(1) shall be in writing served on the Company and signed by or on behalf of the holders of two thirds or more in nominal value of the Preferred Ordinary Shares.
- (4) The powers and duties and the remuneration of the Investor Directors shall be as set out in the Subscription Agreement or otherwise as may from time to

time be agreed between the holders of the Preferred Ordinary Shares and the Company.

(K) Voting : Preference Shares

- (1) The holders of the Preference Shares shall have the right to receive notice of all General Meetings of the Company but shall have no right to attend or vote thereat either in person or by proxy by virtue or in respect of their holdings of Preference Shares, unless:
 - (a) at the date convened for the meeting any Preference Dividend has not been paid for whatever reason; or
 - (b) at the date convened for the meeting the Company shall have failed or been unable to redeem on the due date the Preference Shares then due for redemption; or
 - (c) the business of the meeting includes a resolution for the winding up of the Company or a resolution for the reduction of capital of the Company (other than for the purposes of any redemption of the Preference Shares as provided in these Articles) or a resolution varying or abrogating any of the special rights attached to the Preference Shares, in which event a right to vote only on such resolution shall be conferred on the Preference Shares.
- (2) Upon the happening of an event specified in paragraphs (1) above each holder may serve a notice in writing upon the Company specifying that with effect from the date of such notice such person shall in respect of his holding of Preference Shares be entitled to voting rights as specified in paragraph (3) below.
- (3) Whenever the holders of the Preference Shares are entitled to vote at a General Meeting of the Company upon any resolution proposed at such General Meeting on a show of hands and on a poll every holder thereof who (being an individual) is present in person or by proxy or (if a corporation) by a duly authorised representative shall have one vote in respect of each fully paid Preference Share registered in his name.

(L) Voting : Preferred Ordinary Shares

- (1) The holders of the Preferred Ordinary Shares shall be entitled to receive notice of and to attend and vote at General Meetings of the Company and, subject to the provisions of sub-clause (2), upon any resolution proposed at such General Meeting on a show of hands and on a poll every holder thereof who (being an individual) is present in person or by proxy or (if a corporation) by a duly authorised representative shall have one vote in respect of each fully paid Preferred Ordinary Shares registered in his name.

(2) If :

- (a) the Company shall have not paid the Preference Dividend or the Participating Dividend on the due date for payment; or
- (b) if the Company shall have failed (whether or not it would have been permitted by law or statute or was willing to do otherwise) to have obtained the requisite consent in respect of any matter which, in the opinion of the Investors is material, and is mentioned in Schedule 3 of the Investment Agreement; or
- (c) the business of the Meeting includes a Resolution for winding up the Company or affecting the rights or privileges attached to the Preferred Ordinary Shares;

then the Preferred Ordinary Shareholders shall have such number of votes in respect of each Preferred Ordinary Share as when multiplied by the number of Preferred Ordinary Shares then in issue would confer on a poll 75 per cent of the total votes capable of being exercised at such General Meeting.

- (3) In the event that any one or more of the circumstances or events giving rise to the application of paragraphs (a) or (b) of sub- clause (2) above shall arise or occur the Directors shall, upon receipt of a written requisition to that effect signed by any Member or Members holding in the aggregate at least 5 per cent of the issued Preferred Ordinary Shares for the time being forthwith convene an Extraordinary General Meeting to consider such Resolution(s) as shall be specified in such requisition and at any General Meeting convened upon such requisition the Preferred Ordinary Shareholders shall have such number of votes in respect of each Preferred Ordinary Share as when multiplied by the number of Preferred Ordinary Shares then in issue would confer on a poll 75 per cent of the total votes capable of being exercised at such General Meeting.

VARIATION OF RIGHTS

- 9. (A) Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up with the consent in writing of the holders of more than three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of that class, but not otherwise. To every such separate meeting all the provisions of these Articles relating to General Meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third in nominal value of the issued shares of the class unless all the shares of any class are registered in the name of a single corporate shareholder in

which case the quorum shall be one person being the duly authorised representative of such shareholder (but so that if at any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be a quorum) and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.

(B) Without prejudice to the generality of this Article 9, the special rights attached to the Preferred Ordinary Shares shall be deemed to be varied by and accordingly the prior consent (in writing or in separate meeting) of the holders of the Preferred Ordinary Shares shall be required in accordance with the provisions of this Article 9 to the following matters in relation to the Company or any of its subsidiaries:-

- (1) any increase or alteration or variation or reduction of the authorised or issued capital of the Company or any subsidiary (other than by the redemption of Preference Shares or the conversion of any Preferred Ordinary Shares in accordance with these Articles) or any granting of any options over the share capital whether issued or to be issued or of any other rights to subscribe for shares or securities convertible into shares in the capital of the Company or any subsidiary or any alteration or variation of any of the rights attached to any of the shares for the time being in the capital of the Company or any subsidiary; or
- (2) the disposal of any assets (including share capital held by the Company or any of its subsidiaries) or activities of the Company or any of its subsidiaries which are fundamental to the existing business of the Company; or
- (3) any material diversification away from the existing business of the Company or any of its subsidiaries; or
- (4) the making of any payments or giving of any guarantees or commitments or otherwise to commit the Company or any of its subsidiaries on any basis other than in the normal course of business and on an arms length basis; or
- (5) any alteration of any of the provisions of the Memorandum or Articles of Association or the accounting policies or accounting reference date of the Company or any of its subsidiaries; or
- (6) the giving of notice of any resolution to wind up the Company or any of its subsidiaries; or
- (7) any sub-division or consolidation of the Company's share capital; or
- (8) any act or omission whereby the borrowing limit binding on the Company may be exceeded; or
- (9) the purchase by the Company of any of its own shares; or

- (10) the making of any distribution, payment or return to members of a capital nature (other than the redemption of the Preference Shares) including any distribution out of capital profits or capital reserves or out of profits or reserves arising from a distribution of capital profits or capital reserves by a subsidiary of the Company; or
- (11) the capitalisation of any undivided profits (whether or not the same are available for distribution and including profits standing to any reserve) or any sums standing to the credit of the Company's share premium account or capital redemption reserve.

SUBSCRIPTION RIGHTS

10. (A) Subject as provided in these Articles and subject to any direction or authority contained in the resolution of the Company creating or authorising the same the Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot grant options rights of subscription or conversion over or otherwise dispose of unissued shares to such persons (whether existing shareholders or not), at such times and on such terms and conditions as they think proper. Provided however that the authority hereby granted to the Directors :-
- (1) shall not permit the Directors to allot grant options rights of subscriptions or conversion over or otherwise dispose of shares to an amount of more than the unissued share capital at the date of adoption of these Articles or (if such authority is renewed or varied by the Company in General Meeting) the amount specified in the resolution for such renewal or variation;
 - (2) shall expire :-
 - (a) not more than five years from the date of the adoption of these Articles; or
 - (b) (if such authority is renewed or varied by the Company in General Meeting) on the date specified in the resolution on which the renewal or varied authority shall expire;
 - (3) may be renewed, revoked or varied at any time by the Company in General Meeting;
 - (4) shall permit the Directors after the expiry of the period of the said authority to allot any shares or grant any such rights in pursuance of an offer or agreement so to do made by the Company within that period.
- (B) The provisions of Sections 89 to 94 inclusive of the Act, shall, save to the extent that the same are modified or disapplied by Special Resolution, apply to any allotment of new shares in the capital of the Company.

LIEN

11. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSFER OF SHARES

12. (A) The Directors shall refuse to register the transfer of any shares in the capital of the Company :-
- (1) being a share which is not fully paid, to a person of whom they do not approve;
 - (2) on which the Company has a lien;
 - (3) to a person who is (or whom the Directors reasonably believe to be) under 18 years of age or a person who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any shares without let, hindrance or court order; or
 - (4) not being a transfer as is permitted by Article 13(C) purported to be made otherwise than in accordance with or as permitted by these Articles.
- (B) The transferor shall remain the holder of the shares concerned until the name of the transferee is entered into the Register of Members in respect thereof.
13. (A) For the purpose of this Article the following shall be deemed (but without limitation) to be a transfer by a Member of shares in the Company:-
- (1) Any direction (by way of renunciation or otherwise) by a Member entitled to an allotment of transfer of shares that a share be allotted or issued or transferred to some person other than himself; and
 - (2) Any sale or any other disposition of any legal or equitable interest in a share and whether or not for consideration or otherwise and whether or not effected by an instrument in writing.
- (B) Except as hereinafter provided no share in the Company or any beneficial interest therein shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (C) (1) Any Member being a company shall be entitled for any consideration (if any) whatsoever to transfer all or any of its shares or any beneficial interest therein to any other company or companies which are for the time being its subsidiary or holding company or another subsidiary of its holding company (each such company being hereinafter referred to as a "Group Company") but if a Group Company, whilst it is a Member shall cease to be a Group Company prior to transferring all its

shares and any beneficial interest therein to another Group Company, then, subject to paragraph (7) below, it shall be deemed to have given a transfer notice in respect of all the shares held by it pursuant to paragraph (D) of this Article 13.

- (2) Subject as herein provided and subject to obtaining the prior written consent of the Investor Directors or, failing the appointment of an Investor Director, of the Investors (such consent not to be unreasonably withheld) any Member ("the transferor") who is an individual may transfer not more than 25 per cent in aggregate of his shares to his or her spouse or adult children or adult step children or adult grandchildren or to the trustee or trustees of a family trust set up wholly for the benefit of one or more of the transferor his or her spouse children or step children or grandchildren and of which the said Member is the settlor or to a bare nominee ("the transferee") Provided always that the transferee shall (prior to any such transfer being registered) give an undertaking to the Company in a form approved by the Investor Directors or failing the appointment of an Investors Directors, by the Investor (such approval not to be unreasonably withheld) that such person shall as and when the circumstances require give a Transfer Notice in respect of such shares in accordance with Articles 13 (K) and (L) below or accept an offer made in accordance with Article 13(J) below if the transferor accepts such offer in respect of all or some of his shares and Provided further that a Member acquiring shares hereunder shall not have the like right unless the transfer is to the person from whom he or she or they took the shares in the first instance or is a transfer by the trustees of any such trust as aforesaid to new trustees of the same trust on a change of trustees (provided that no change in beneficial ownership is thereby effected) or is a transfer from one nominee to another (provided as aforesaid).
- (3) Subject to the provisions of these Articles, any Member may at any time transfer any shares in accordance with the provisions of the Act to the Company.
- (4) Any Member may at any time transfer shares or any beneficial interest therein to any other person for whatever consideration with the prior written consent of all the other Members of the Company for the time being.
- (5) A member of an Investor's Group may at any time transfer any share held by it to any other member of that Investor's Group or otherwise as may be permitted by the Investment Agreement.
- (6) A transfer of any shares in the Company held by a member of the Murray Johnstone Group or by a NW Investor may be made between such member and any other member of the Murray Johnstone Group or NW Investor

(as the case may be) without restriction as to price or otherwise.

- (7) If any member of the Company ceases to be a member of the Murray Johnstone Group (such member being hereinafter in this Article referred to as the "Ex-Member"), the Ex-Member shall immediately notify the Company and Murray Johnstone Limited in writing whereupon Murray Johnstone Limited shall be entitled within three months of the date of such notification, by notice in writing to the Company to nominate another member of the Murray Johnstone Group who will be prepared to acquire the entire holding of shares in the Company of the Ex-Member. Forthwith upon receipt of such a nomination, the Directors shall intimate the same in writing to the Ex-Member who shall be bound within 14 days of receipt of such intimation to execute and deliver a transfer in respect of all its shares in the Company to such member of the Murray Johnstone Group.
- (8) If and when lawfully required so to do, the MJ Investors shall be entitled to transfer any of the shares in the Company which are held by them in a fund of which any member of the Murray Johnstone Group is the manager to the participator in such fund or to any nominee or trustee of such participator.
- (9) A transfer of any shares in the Company held by an Investor and which is held by such Investor as a nominee or on trust for one or more beneficial owners may be made between that Investor and any other nominee or trustee of the beneficial owner or owners or the beneficial owner or owners for the time being without restriction as to price or otherwise PROVIDED THAT before such transfer is effected such transferee shall enter into a Supplemental Agreement in accordance with the provision of the Investment Agreement.
- (10) A transfer of any shares in the Company held by any member of the Company as a nominee or on trust, whether directly or indirectly, for an approved scheme or schemes as defined in section 612(1) of the Income and Corporation Taxes Act 1988, may be made between that member and any other nominee or trustee, whether direct or indirect, for the same approved scheme or schemes without restriction as to price or otherwise PROVIDED THAT:-
- (i) before such transfer is effected such nominee or trustee (as the case may be) shall enter into a Supplemental Agreement in accordance with the provisions of the Investment Agreement; and
 - (ii) if subsequently such nominee or trustee (as the case may be) ceases to be a trustee or nominee for such approved scheme or schemes, such nominee or trustee (as the case may be) shall:-

- (a) forthwith notify the directors in writing that such event has occurred; and
 - (b) be bound to give a transfer notice in respect of such shares and the provisions of Article 13 shall apply accordingly.
- (11) (i) For the purposes of this paragraph 11 the expression "Institutional Investor" means:-
 - (a) any person whose business is (whether in whole or in part) to make, manage or advise upon investments;
 - (b) any company which is a member of the same group as any such person as is referred to in (a) above; or
 - (c) any nominee for any such person or company;
- (ii) Ordinary Shares which are at the date of adoption of these Articles beneficially owned by Baronsmead (BRF) Nominees Limited and Baronsmead (BBF) Nominees Limited (or any interest therein) shall be freely transferable without restriction as to price or otherwise:
 - (a) by and from any person who is an "Institutional Investor" (as defined above) to any other person who is also an Institutional Investor (as also so defined);
 - (b) by and from any fund, partnership, company, individual or other person or entity who, or whose investment business, is (or was at the time it acquired title to and/or ownership of Ordinary Shares or any interest therein) managed or advised (whether in whole or in part) by an Institutional Investor, to:
 - (i) any other such fund, partnership, company, individual, person or entity; or
 - (ii) such Institutional Investor; or
 - (iii) any nominee on behalf of any such person as is referred to in sub-paragraphs (1) or (ii) above.
- (D) Any Member who desires to sell or transfer shares or any beneficial interest therein (hereinafter called "the Vendor") otherwise than in accordance with paragraph (C) of this Article shall give notice in writing (hereinafter called "the Transfer Notice") to the Company of his desire specifying :-
 - (1) the shares which he desires to sell or transfer;

- (2) the name of any third party to whom he proposes to sell or transfer the shares (if any);
 - (3) the price at which he desires to sell or transfer the shares; and
 - (4) whether or not it is conditional upon all and not part only of the Shares comprised being sold or offered and in the absence of such stipulation it shall be deemed not to be so conditional.
- (E) The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the shares specified therein (hereinafter called "the Sale Shares") in one or more lots, at the discretion of the Directors, at such price as may be specified in the Transfer Notice or, if no price is specified at the fair value as determined by the Auditors pursuant to Article 13(M) (hereinafter referred to as "the Transfer Price"). A Transfer Notice once given shall not be capable of withdrawal without the consent of the Directors.
- (F) (1) The Company shall forthwith upon receipt of a Transfer Notice or, where an Auditors valuation is required, upon receipt of such valuation, give notice in writing to each of the Members of the Company informing them that the Sale Shares are available and of the Transfer Price and shall invite him to state in writing within forty-five days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any and, if so, how many of the Sale Shares. All shares mentioned in any Transfer Notice shall be offered in the first instance to all other Members holding shares of the class covered by the Transfer Notice on the terms that in the case of competition the shares so offered shall be sold to the Members accepting the offer in proportion (as nearly as may be) to their existing holdings of shares of such class ("the proportionate entitlement") Provided however that where a Transfer Notice has been served by an MJ Investor, the Directors shall first before offering all the shares mentioned in the Transfer Notice to all other members holding shares of the class covered by the Transfer Notice give notice in writing of the details of the Transfer Notice to all other MJ Investors and such forty five day period shall apply to such notice mutatis mutandis and Provided further that where a Transfer Notice has been served by a NW Investor the Directors shall first before offering all the shares mentioned in the Transfer Notice to all other Members holding shares of the class covered by the Transfer Notice give notice in writing of the details of the Transfer Notice to all other NW Investors and such forty five day period shall apply to such notice mutatis mutandis. It shall be open to each such Member to specify if he is willing to purchase shares in excess of his proportionate entitlement ("excess shares") and insofar as such shares firstly offered shall not be allocated in accordance with paragraph (2) below a further offer shall be made, in the manner hereinbefore provided, to Members holding

shares of other classes as follows : if the Sale Shares are Ordinary Shares, the offer shall secondly be made to all Members holding Preferred Ordinary Shares and thirdly to all Members holding Preference Shares; and if the Sale Shares are Preferred Ordinary Shares, the offer shall secondly be made to all Members holding Ordinary Shares and thirdly to all Members holding Preference Shares; and if the Sale Shares are Preference Shares, the offer shall secondly be made to all Members holding Preferred Ordinary Shares and thirdly to all Members holding Ordinary Shares. For the purposes of this paragraph (F)(1) Ordinary Shares held by an Institutional Investor (as defined in paragraph (C)(11) above) shall be deemed to be Preferred Ordinary Shares.

(2) After the expiry of the said period of forty-five days or sooner if all the Sale Shares offered shall have been accepted in the manner provided in paragraph (1) above the Directors shall allocate the Sale Shares in the following manner :-

- (a) if the total number of shares applied for is equal to or less than the number of the Sale Shares, the Company shall allocate the number applied for in accordance with the applications; or
- (b) if the total number of shares applied for is more than the number of Sale Shares, each member shall be allocated his proportionate entitlement or such lesser number of sale shares for which he may have applied and applications for excess shares shall be allocated (as nearly as may be) in the proportions which applications for excess shares bear to one another;

and in either case the Company shall forthwith give notice of each such allocation (hereinafter called "an Allocation Notice") to the Vendor and each of the persons to whom Sale Shares have been allocated (hereinafter called "a Member Applicant") and shall specify in the Allocation Notice the place and time (being not later than seven days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.

(G) Subject to (H) below, upon such allocations being made as aforesaid, the Vendor shall be bound, on payment of the Transfer Price, to transfer the shares comprised in the Allocation Notice to the Member Applicant named therein at the time and place therein specified. If he makes any default in so doing the Chairman for the time being of the Company or failing him one of the Directors or some other person duly nominated by a resolution of the Board of Directors for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and the Directors may receive and give a good discharge for the

purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the shares so purchased by him or them. The Directors shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money in trust for the Vendor until he shall deliver up his certificate or certificates for the relevant shares to the Company (or an indemnity in respect thereof reasonably satisfactory to the Company) when he shall thereupon be paid the purchase money.

- (H) If the Vendor shall have included in the Transfer Notice a provision that unless all the shares comprised therein are sold none shall be sold then if the total number of shares applied for is less than the number of Sale Shares the Allocation Notice shall refer to such provision and shall contain a further invitation open for 28 days to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sale in accordance with the preceding paragraphs of this Article shall be conditional upon such provisions as aforesaid being complied with in full.
- (I) In the event of all the Sale Shares not being sold under the preceding paragraphs of this Article the Vendor may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares not sold to any person or persons at any price being not less than the Transfer Price save that such person or persons must have been previously approved by the Directors of the Company (such approval not to be unreasonably withheld unless the proposed transferee is a person considered by the Board to be a competitor or connected with a competitor of the business of the Company) and its subsidiaries Provided that if the Vendor stipulated in the Transfer Notice that unless all the shares comprised therein were sold pursuant to this Article none should be sold, the Vendor shall not be entitled, save with the written consent of all the other Members of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons, and provided also that any such sale shall be a bona fide sale and the Directors may require to be reasonably satisfied in such manner as they may require that the Sale Shares are being sold in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.
- (J) (1) If at any time a proposed transfer of shares made other than in accordance with Article 13(C) would if completed enable any person or persons who were not members of the Company within one month from the date of adoption of these Articles to obtain control of the Company either alone or in concert (as such expression is defined in the City Code of Takeovers and Mergers from time to time) with any other person(s) or result in the loss of control of the Company by the shareholder(s) controlling it at the time of the proposed transfer (save to the extent that such control

was acquired as a result of the exercise of any conversion rights attaching to any shares in the Company), the Vendor shall procure, and the Directors shall not sanction the making and registration of such transfer unless the Vendor has procured, that an Appropriate Offer shall be made to all of the other members of the Company.

- (2) For the purposes of this paragraph (J), "control" shall mean the right by virtue of holding shares in the Company or by virtue of any contract or arrangement with any holder of shares in the Company to exercise voting rights which would result in the appointment of a majority of the members of the Board of Directors of the Company, and "Appropriate Offer" shall mean (a) in the case of the Ordinary Shares and Preferred Ordinary Shares an offer in cash at the higher of (i) fair value determined by the Auditors pursuant to paragraph (M) below; and (ii) the highest price per share paid by any offeror (excluding stamp duty, stamp duty reserve tax and commission) and/or persons acting in concert with the offeror (as such expression is defined in the City Code on Takeovers and Mergers from time to time) for the Ordinary Shares and the Preferred Ordinary Shares in the Company (as the case may be) within the period of three years prior to and on the proposed date of completion of such transfer of shares; and (b) in the case of the Preference Shares an offer in cash of not less than £1 per share; together with in each of the foregoing cases all dividends in arrears or accrued (and, if applicable interest thereon) on the Ordinary Shares, the Preferred Ordinary Shares and the Preference Shares plus in each such case an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the relevant shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the relevant shares and in the event of disagreement, the calculation of the relevant price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales or his duly authorised representative) whose decision shall be final and binding. Provided that the holders of a majority in nominal value of the Preferred Ordinary Shares may elect in respect of the holder of the entire class of Preferred Ordinary Shares by notice in writing to the Company to receive out of the sums offered for the Ordinary Shares and the Preferred Ordinary Shares the amount of the subscription price paid (inclusive of any premium) per Preferred Ordinary Share together with all arrears and accruals of the Preferred Dividend and Participating Dividend in place of the price determined in accordance with the above and the price for the Ordinary Shares shall be adjusted accordingly.

- (K) Any Member of the Company who is a Director or employee of the Company or any of its Subsidiaries ("a Retiring Member") or who is a person or are persons (not being a Director or employee of the Company or any of its Subsidiaries) to whom shares formerly held by a Retiring Member have been transferred pursuant to Article 13(C) shall upon the Retiring Member ceasing for whatever reason to be a Director or employee of the Company or any of its Subsidiaries, be automatically deemed to have given a Transfer Notice in accordance with paragraph (D) above in respect of all shares then held by such member (or if the holders of the Preferred Ordinary Shares and the remaining holders of the Ordinary Shares unanimously elect shall be required to sell such shares to such other person as they shall determine) and so that the Transfer Price of such shares shall (save where the ceasing to be a director or employee arises from permanent disability of the director or employee when it shall be fair value as defined below) be:
- (i) the lower of fair value determined by the Auditors in accordance with paragraph (M) below ("fair value") and the amount paid up on such shares ("the Subscription Price") if a Transfer Notice is served or deemed served within one year of Completion (as defined in the Investment Agreement);
 - (ii) the lower of fair value and 1.5 times the Subscription Price if a Transfer Notice is served or deemed served within two years of Completion; and
 - (iii) thereafter, agreed between the other Directors and such Member failing which it shall be fair value.
- (L) Any person entitled to any shares in consequence of the death or bankruptcy of a Member ("the Deceased"/"the Bankrupt" as the case may be) or who is a person or are persons (not being a Director or employee of the Company or any of its Subsidiaries) to whom shares formerly held by a Deceased or Bankrupt have been transferred pursuant to Article 13(C) shall upon the death/bankruptcy of the Deceased/Bankrupt be automatically deemed to have given a Transfer Notice in accordance with paragraph (D) above in respect of all shares then held by such Member (or if the holders of the Preferred Ordinary Shares and the remaining holders of the Ordinary Shares unanimously elect shall be required to sell such shares to such other person as they shall determine) and so that the Transfer Price of such shares shall, in the case of bankruptcy, be determined in accordance with paragraph (K) above (mutatis mutandis) and, in the case of death, be fair value.
- (M) In the event that the Auditors for the time being of the Company are required to determine the price at which shares are to be transferred pursuant to Articles such price shall be the amount the Auditors shall on the application of the Directors certify in writing to be the price which in their opinion represents a fair value for such Sale Shares as between a willing vendor and a willing purchaser on the basis that the holders of all the issued share capital of the Company are willing sellers and there is a willing purchaser

for cash for all the said issued share capital and, in making such determination, the Auditors shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company but shall assume that the entire issued share capital of the Company was being sold and shall take account of the provisions of these Articles in relation thereto. In so certifying, the Auditors shall act as experts and not as arbitrators and their decision shall be final and binding on the parties.

- (N) For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Directors may from time to time require any member or the legal personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they deem relevant to such purpose including (but not limited to) the names and addresses and interests of all persons respectively having interests in the shares from time to time registered in the Member's name. Failing such information or evidence being furnished to the satisfaction of the Directors within 28 days after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of shares concerned. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any shares the Directors may by notice in writing require that a Transfer Notice be given in respect of the shares concerned.
- (O) Any transfer or purported transfer of any share made otherwise than in accordance with this Article shall be void and of no effect and in any case where, pursuant to this Article, a Transfer Notice shall be deemed to be given in respect of any share(s) such Transfer Notice shall be deemed:
- (1) to relate to all the shares held by the Member; and
 - (2) to contain a proviso requiring all the shares comprised therein to be sold or none be sold.

VOTING RIGHTS

14. A proxy shall be entitled to vote on a show of hands.

DIRECTORS

15. (A) The Directors shall have power at any time and from time to time to appoint any person (willing to act) to be a director, either to fill a casual vacancy or as an additional director.
- (B) The Company may by ordinary resolution appoint a person (willing to act) to be a director either to fill a vacancy or as an additional director.

- (C) No director shall be required to vacate his office as a director nor shall any person be ineligible for appointment as a director by reason of his having attained any particular age.
 - (D) The Directors shall not be liable to retire by rotation.
16. Paragraph (e) of Regulation 81 of Table A shall not apply to the Company.

ALTERNATE DIRECTORS

17. In Regulation 67 of Table A the words "but, if" and the following words to the end of the Regulation shall be deleted.
18. A Director, or any such other person as is mentioned in Regulation 65 of 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, but he shall count as only one for the purpose of determining whether a quorum is present.
19. The Investor Director may appoint such person as he shall determine to be his alternate director and may remove an alternate director so appointed by him.

PROCEEDINGS OF DIRECTORS

20. (A) No business transacted at a meeting of the Directors shall be valid unless at least 7 days prior written notice of such meeting shall have been served on the Investor Director or (if one has not been appointed) on the Investor or such notice has been waived in writing by the Investor Director (if one has not been appointed) by the Investor and unless (if appointed) the Investor Director is actually present in person or by his alternate (unless he shall have previously waived in writing the requirement of his attendance in relation to that meeting). If no Investor Director has been appointed the Investors shall be entitled to nominate a representative to attend any Board Meeting as an observer. If the Investor Director is not present notwithstanding such notice (unless he has waived his attendance as aforesaid) then the meeting shall stand adjourned for a period of not less than 7 days to such time and place as those Directors present shall agree and notify to the Investor Director. If the Investor Director fails to attend such adjourned meeting whether in person or by his alternate the meeting may notwithstanding proceed.
- (B) Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.
21. Except with the prior written consent of the Investor Director, a Director shall not vote as a Director on any resolution concerning a matter in which he has, directly or indirectly, any kind of interest

or duty whatsoever and if he shall so vote on any such resolution as aforesaid his vote shall not be counted and Regulation 96 of Table A shall be modified accordingly.

BORROWING POWERS

22. Subject as provided in these Articles the Directors may exercise all the powers of the Company (whether express or implied) :-

- (A) of borrowing or securing the payment of money;
- (B) of guaranteeing the payment of money and the fulfillment of obligations and the performance of contracts;
- (C) entering into leasing, hire or credit purchase transactions; and
- (D) of mortgaging or charging the property assets and uncalled capital of the Company and issuing debentures

but so that :-

- (1) the Directors of the Company shall procure that the aggregate of the amounts for the time being remaining undischarged or owing or due by virtue of any of the foregoing operations other than guarantees granted in the ordinary course of the Company's supply of goods and of the amounts for the time being remaining undischarged by virtue of any like operations by any subsidiary of the Company (including any liability whether ascertained or contingent under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not without the prior consent of the holders of the Preferred Ordinary Shares given in accordance with Article 9 exceed one and one-half times the issued share capital of the Company and the consolidated reserves of the Company and its subsidiaries until the Deferred Consideration (as defined in the Acquisition Agreement) is paid or discharged in accordance with the terms of the Acquisition Agreement after which it shall not exceed the issued share capital of the Company and the consolidated reserves of the Company and its subsidiaries without such consent;
- (2) no such sanction as is referred to in paragraph (1) of this Article 22 shall be required for the borrowing of any sum of money intended to be applied in the immediate repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;
- (3) no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed had been or was thereby exceeded.

INDEMNITY

23. Subject to the provisions of the Act, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty breach of trust in relation to the affairs of the Company. No Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the proper execution of the duties of his office or in relation thereto.

Touche Ross



Chartered Accountants

Touche Ross & Co.
10-12 East Parade
Leeds LS1 2AJ

Telephone: National 0532 439021
International +44 532 439021
Fax: 0532 445580
DX 26423

AUDITORS' STATEMENT TO THE DIRECTORS OF DBS NATIONWIDE LIMITED (formerly MERONBOND LIMITED) IN ACCORDANCE WITH SECTION 43(3)(B) OF THE COMPANIES ACT 1985

We have examined the balance sheet of DBS Nationwide Limited (formerly Meronbond Limited) as at 24 March 1994. The scope of our work for the purpose of this statement was limited to an examination of the relationship between amounts stated in the audited balance sheet in connection with company's proposed re-registration as a public company.

In our opinion the balance sheet shows that as at 24 March 1994 the amount of the company's net assets was not less than the aggregate of its called up share capital and undistributable reserves.

Touche Ross & Co

Chartered Accountants
and Registered Auditors

26 May 1994



E08R800E

EDI/RECEIPT DATE: 16/05/94

Deloitte Touche
Tohmatsu
International

Aberdeen, Bath, Belfast, Birmingham, Bournemouth, Bracknell, Bristol, Cambridge, Cardiff, Coleraine, Crawley, Dartford, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Milton Keynes, Newcastle upon Tyne, Nottingham and Southampton

Principal place of business at which a list of partners' names is available
Peterborough Court, 133 Fleet Street, London EC4A 2TR

Authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business

16.6.94
601

2864100



AUDITORS' REPORT TO THE DIRECTORS OF

DBS NATIONWIDE LIMITED

(formerly Meronbond Limited)

(continued)

Opinion

In our opinion the balance sheet gives a true and fair view of the state of the company's affairs as at 24 March 1994 and has been properly prepared in accordance with the provisions of the Companies Act 1985 which would have applied if it had been prepared for a financial period of the company.

Touche Ross & Co

Touche Ross & Co.

Chartered Accountants and
Registered Auditors

26 May 1994



E08R900F

ED1 RECEIPT DATE: 16/06/94

*16.6.94.
601*

Touche Ross



Chartered Accountants

Touche Ross & Co.
10-12 East Parade
Leeds LS1 2AJ

Telephone: National 0532 439021
International +44 532 439021
Fax: 0532 445580
DX 26423

AUDITORS' REPORT TO THE DIRECTORS OF

DBS NATIONWIDE LIMITED

(formerly Meronbond Limited)

We have audited the balance sheet on pages 3 to 6 which has been prepared under the accounting policies set out on page 3.

Respective responsibilities of directors and auditors

Under company law, the company's directors are responsible for the preparation of the balance sheet. In preparing that balance sheet, the directors are required to

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- prepare the balance sheet on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the company and to enable them to ensure that the balance sheet complies with the Companies Act 1985. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities. It is our responsibility to form an independent opinion, based on our audit, on that balance sheet and to report our opinion to you.

Basis of opinion

We conducted our audit in accordance with Auditing Standards issued by the Auditing Practices Board. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the balance sheet. It also includes an assessment of the significant estimates and judgements made by the directors in the preparation of the balance sheet and of whether the accounting policies are appropriate to the company's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the balance sheet is free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion we also evaluated the overall adequacy of the presentation of information in the balance sheet.

Touche
Ross



2864 100
DBS NATIONWIDE LIMITED
(formerly Meronbond Limited)

BALANCE SHEET
24 March 1994

	Note	£	£
FIXED ASSETS			
Tangible assets	3		
- Cabins			324,212
- Equipment			7,290
- Motor vehicles			62,487
			<u>393,989</u>
CREDITORS: amounts falling due within one year			
- Obligations under hire purchase agreements		(43,989)	
NET CURRENT LIABILITIES			<u>(43,989)</u>
NET ASSETS			<u>350,000</u>
CAPITAL AND RESERVES			
Called up share capital	4		120,001
Share premium account			229,999
			<u>350,000</u>

The balance sheet was approved by the Board of Directors on 26 May 1994.
Signed on behalf of the Board of Directors.

S A GREENWOOD

Director



E08RA00G

ED1 RECEIPT DATE: 16/06/94

6.94.



NOTES TO THE BALANCE SHEET
24 March 1994

1. ACCOUNTING POLICIES

The balance sheet is prepared in accordance with applicable accounting standards. The particular accounting policies adopted are described below.

Accounting convention

The balance sheet is prepared under the historical cost convention.

Basis of preparation of the balance sheet

The balance sheet has been prepared as at 24 March 1994 solely in connection with the company's proposed re-registration as a public company.

The company was incorporated on 20 October 1993 as Meronbond Limited. The company changed its name to Darchem Building Systems Limited on 25 March 1994 and to DBS Nationwide Limited on 3 May 1994. The company has not traded during the period since incorporation to 24 March 1994 and has made neither a profit nor a loss.

Fixed assets

Fixed assets are stated at cost. No depreciation has been provided to date as the company has not yet traded.

Hire purchase agreements

Assets held under hire purchase agreements are capitalised at their fair value on inception of the agreement.

2. ACQUISITION

On 23 March 1994 the company acquired the hire business and certain fixed assets of the cabin business of MTS Nationwide Limited for a consideration of £350,000 financed by the issue of 119,999 ordinary £1 shares in the company at a premium of £1.92 per share.

The following table sets out the fair values of the assets acquired.

	Consideration and fair value £
Fixed assets	393,989
Hire purchase agreements	(43,989)
Total consideration	<u>350,000</u>
Financed by:	
Issue of £1 ordinary shares	<u>350,000</u>

The directors consider the values of assets acquired as set out in the acquisition agreement to be their fair values to the company.

3. FIXED ASSETS

The fixed assets were all acquired from MTS Nationwide Limited on 23 March 1994. The net book value of assets held under hire purchase agreements at 24 March 1994 is £62,487.

NOTES TO THE BALANCE SHEET
24 March 1994

4. CALLED UP SHARE CAPITAL

Authorised	£
300,000 ordinary shares of £1 each	300,000
Issued, allotted and fully paid	
120,001 ordinary shares of £1 each	120,001

The company was incorporated on 20 October 1993 with an authorised share capital of 100 ordinary shares of £1 each of which 2 were issued at par.

On 23 March 1994, the authorised capital was increased to 300,000 ordinary shares of £1 each and a further 119,999 were issued at a premium of £1.92 per share as consideration for the purchase of the hire business and assets of the cabin business of MTS Nationwide Limited.

5. RECONCILIATION OF MOVEMENTS IN SHAREHOLDERS' FUNDS

Share capital issued	£
	350,000
Closing shareholders' funds	350,000

6. EVENTS OCCURRING AFTER THE BALANCE SHEET DATE

On 25 March 1994 the authorised share capital of the company was increased and redesignated as follows:

	£
150,000 ordinary shares of £1 each	150,000
3,600,000 cumulative redeemable preference shares of £1 each	3,600,000
150,000 cumulative convertible participating preferred ordinary shares of £1 each	150,000
	3,900,000

Additional shares were issued for cash on 25 March 1994 as follows:

	£
29,999 ordinary shares of £1 each	60,000
3,600,000 cumulative redeemable preference shares of £1 each	3,600,000
150,000 cumulative convertible participating preferred ordinary shares of £1 each	400,000
	4,060,000

The proceeds of the share issues were used to partly finance the acquisition on 25 March 1994 of the business and assets of Darchem Limited and certain of its subsidiaries.



NOTES TO THE BALANCE SHEET
24 March 1994

7. FINANCIAL COMMITMENTS

At 24 March 1994, the company was committed to making the following payments under leases which expire:

	Land and buildings £
Within one year	9,000

G

COMPANIES FORM No. 43(3)(e)

**Declaration of compliance
with requirements by a
private company on application
for re-registration as a public
company**

43(3)(e)

Please do not
write in
this margin

Pursuant to section 43(3)(e) of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

[] [] [] []

2864100

Name of Company

* DBS NATIONWIDE LIMITED

I, STUART ALAN GREENWOOD

of GLENSIDE, ASKWITH, OTLEY, LS29 2JQ

† delete as
appropriate
§ insert date

~~XXXXXX~~ [a director]† of the company, do solemnly and sincerely declare that:
1 the company, on 2nd June 1994 §, passed a special resolution
that the company should be re-registered as a public company;
2 the conditions of sections 44 and 45 of the above Act (so far as applicable) have been satisfied;
3 between the balance sheet date and the application for re-registration, there has been no change in
the company's financial position that has resulted in the amount of its net assets becoming less than
the aggregate of its called-up share capital and undistributable reserves.
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 Bradford, West
Yorkshire

Declarant to sign below

the 3rd day of June

One thousand nine hundred and ninety four.

before me Mr. [Signature]

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

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

Hammond Suddards
Empire House
10 Piccadilly
BRADFORD
BD1 3LR
GNIG.KLS

For official use
General Section

Post room



E08RB00H

EDI RECEIPT DATE: 16/06/94

16.6.94.
601

FILE COPY



CERTIFICATE OF INCORPORATION
ON RE-REGISTRATION OF PRIVATE COMPANY
AS A PUBLIC COMPANY

Company No. 2864100

The Registrar of Companies for England and Wales hereby certifies that
DBS NATIONWIDE PLC

formerly registered as a private company has this day been re-
registered under the Companies Act 1985 as a public company
and that the company is limited.

Given at Leeds, the 16th June 1994

Sheila O'Connell

For The Registrar Of Companies



COMPANIES HOUSE

16.6.94.
601