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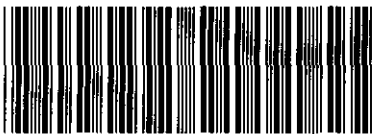
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4830626

The Registrar of Companies for England and Wales hereby certifies that
BLACKTHORN (NORTH WEST) LIMITED

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

Given at Companies House, Cardiff, the 11th July 2003



N04830626G



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Declaration on application for registration

Company Name in full

BLACKTHORN (NORTH WEST) LIMITED

I, RAYMOND MICHAEL ARNALL

of 6th Floor, Manchester House, 18-20 Bridge St M3 3BY

do solemnly and sincerely declare that I am a ~~†~~ [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~ and that all the requirements of the Companies Act 1985 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 Statutory Declarations Act 1835.

Declarant's signature

Raymond Arnall

Declared at

KUIT STEWART LEVY, MANCHESTER

Day Month Year

on

08 07 20 03

• Please print name.

before me •

JAMES ROTHWELL DRIVER, SOLICITOR

Signed

[Signature]

Date

8/7/13

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number, and if available, a DX number and Exchange, of the person Companies House should contact if there is any query.

Glaisyers

ref. RMA

6th Floor,, Manchester House,, 18-20 Bridge Street,,

M3 3BY.

Tel 0161 832 4666

DX number 14364

DX exchange MANCHESTER



Form revised July 1998

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Please complete in typescript,
or in bold black capitals.

CHFP041

**First directors and secretary and intended situation
of registered office**

Notes on completion appear on final page

Company Name in full

BLACKTHORN (NORTH WEST) LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

c/o Glaisyers

6th Floor, Manchester House, 18-20 Bridge Street

Post town

Manchester

County / Region

Postcode M3 3BY

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
searchers of the public record.

Tel

DX number

DX exchange



When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title

*Honours etc.

*Voluntary details

Forename(s)

JOHN MANUS

Surname

COYLE

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

29 The Stables

Runshaw Hall, Runshaw Hall Lane

Post town

Euxton

County / Region

Lancashire

Postcode

PR7 6HQ

Country

I consent to act as secretary of the company named on page 1

Consent signature



Date

08/07/2003

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc.

Forename(s)

GEORGE HENRY

Surname

RUTTLE

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

Oaklands, Southport Road

Post town

Leyland

County / Region

Lancashire

Postcode

PR5 3LP

Country

Day Month Year

Date of birth

1 | 6 | 0 | 7 | 1 | 9 | 4 | 5

Nationality

BRITISH

Business occupation

Director

Other directorships

See attached list

I consent to act as director of the company named on page 1

Consent signature

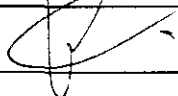



Date

08/07/2003

Directors (continued) (see notes 1-5)

Please list directors in alphabetical order

NAME		*Style / Title		<input type="text"/>		*Honours etc.		<input type="text"/>		
*Voluntary details		Forename(s)		<input type="text" value="JOHN MANUS"/>						
		Surname		<input type="text" value="COYLE"/>						
		Previous forename(s)		<input type="text"/>						
		Previous surname(s)		<input type="text"/>						
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address. <input type="checkbox"/>		Address †		<input type="text" value="29 The Stables"/>						
				<input type="text" value="Runshaw Hall, Runshaw Hall Lane"/>						
		Post town		<input type="text" value="Euxton"/>						
		County / Region		<input type="text" value="Lancashire"/>			Postcode		<input type="text" value="PR7 6HQ"/>	
		Country		<input type="text"/>						
Date of birth		Day		Month		Year		Nationality		
		<input type="text" value="2"/> <input type="text" value="9"/>		<input type="text" value="0"/> <input type="text" value="9"/>		<input type="text" value="1"/> <input type="text" value="9"/> <input type="text" value="5"/> <input type="text" value="0"/>		<input type="text" value="British"/>		
Business occupation		<input type="text" value="Managing Director"/>								
Other directorships		<input type="text" value="see attached list"/>								
		<input type="text"/>								
		<input type="text" value="I consent to act as director of the company named on page 1"/>								
Consent signature		<input type="text" value="JNLx"/> 				Date		<input type="text" value="08/07/2007"/>		

This section must be signed by**Either****an agent on behalf of all subscribers****Signed****Date****Or the subscribers****(i.e those who signed as members on the memorandum of association).****Signed** **Date****Signed** **Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

LIST OF DIRECTORSHIPS OF JOHN MANUS COYLE

Blackthorn Homes Limited

Celtic Construction Limited

Blackthorn Estates Limited

Runshaw Hall (Euxton) Management Company Limited

Marine Gate Mansions (Southport) Management Company Limited

**GEORGE HENRY RUTTLE
DIRECTORSHIPS**

RUTTLE PLANT HIRE LIMITED
RUTTLE PLANT HOLDINGS LIMITED
RUTTLE PLANT (MIDLANDS) LIMITED
RUTTLE PLANT (BIRMINGHAM) LIMITED
RUTTLE CONTRACTING LIMITED
RUTTLE (OVERSEAS) LIMITED
READYPLANT LIMITED
FOUR COUNTIES LIMITED
RUTTLE PROPERTIES LIMITED
CHARGOT LIMITED
SURFFORCE LIMITED
A J TRANSPORT LIMITED
OLDHAM BROADWAY DEVELOPMENTS LIMITED
CENTREMODEL LIMITED
ROE MOOR GARAGES (ECCLESTON) LIMITED
ROCKBREAKERS (U.K.) LIMITED
GEORGE HUNT CRANES LIMITED

036951

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

150199



MEMORANDUM OF
ASSOCIATION

-of-



BLACKTHORN (NORTH WEST) LIMITED (the "Company")

1. The name of the Company is Blackthorn (North West) Limited
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
 - (a) To carry on business as a general commercial company and to carry on any trade or business whatsoever.
 - (b) To do anything whatsoever which may be considered expedient to enhance the value of or render profitable any of the property, rights, business or activities of the Company for the time being or to facilitate the attainment of any other of the objects of the Company

herein stated or the business of the Company generally or in any respect.

- (c) To acquire any means and in any manner whatsoever any property or asset of any kind whatever and any rights, privileges and interest of any kind in or over any form of property or asset.
- (d) To subscribe for, take, underwrite, place, purchase or acquire by any means whatsoever and to hold and deal with in any manner any shares (whether fully or partly paid) stock, debenture stock, bonds, obligations or other securities in or of any other body corporate, undertaking, government or authority whatsoever, and to cause any of the same to be vested in or held by nominees or a nominee for and on behalf of the Company and (subject always to the legal restrictions and requirements for the time being applicable) to purchase any shares or other securities of the Company.
- (e) To purchase or acquire by exchange or otherwise and to undertake all or any part of the goodwill, business, undertaking, property, assets and liabilities of any person or persons and to conduct and to develop or wind up and liquidate such business and to purchase and take steps for the acquisition of existing and new licences in connection with any such business.

(f) To apply for, register, renew, purchase or otherwise acquire and protect any patents, patent rights, design protection, brevets d'invention, licences, concessions, trade marks, service marks and the like, conferring any exclusive or non-exclusive or limited right to use the same or any secret or other information so that any invention or secret process which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to develop or grant licences in respect of or otherwise turn to account of the property, rights or information so acquired and to expend money in experimenting upon and testing and improving or seeking to improve any patents, inventions, secret processes or rights which the Company may acquire or propose to acquire.

(g) To purchase, take in exchange or on lease, rent or hire, occupy or otherwise acquire, whether for investment or resale, any lands, manufactories, warehouses, mills, depots, shops, offices, dwellings and other buildings and premises, machinery, plant and stock-in-trade, mines, mineral rights, privileges, easements, licences or other rights or interests in or with respect to any land, buildings and premises or otherwise for the purposes of the Company and as to any purchase of land or buildings either in consideration of a gross sum or of a rent charge or partly in one way and partly in the other, or for any other consideration, and to grant and create in perpetuity or for a term of years only, rent charges or ground rents out of any

part of the Company's real or leasehold property and to sell any property in consideration wholly or partly of a rent charge or ground rent and to sell, mortgage, redeem or otherwise deal with any such rents.

- (h) To improve, manage, repair, renew, construct, develop, assemble, let on lease, hire out, sell, charge, dispose of, turn to account, grant licences, concessions, options, interests, rights and privileges over or in respect of and otherwise deal with the whole or any part or parts of the property, assets and undertaking of the Company, (and in the case of any land at any time held by the Company without limitation to the foregoing to develop the same in particular by selling, leasing or otherwise disposing of the same by laying out and preparing the same for building purposes and by pulling down buildings and to drain, pave and build upon or otherwise extend or improve all or any part of the same).
- (i) To sell, exchange, lease, surrender, accept surrenders of leases and mortgage, charge, dispose of, turn to account or otherwise deal with or grant rights over or in respect of, for any purpose whatsoever, all or any part of the property and rights of the Company and for any consideration of any kind (or for no consideration if such be expedient).

- (j) To promote any company or companies for any purpose which is or includes the acquisition by purchase, exchange or otherwise, of all or any of the undertaking, property and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to subscribe for, place, underwrite, or otherwise acquire or procure the issue of any securities of any such company,
- (k) To manage, finance, control, co-ordinate and assist in any way whether alone or jointly with any other or others, any body corporate in which the Company has any direct or indirect interest and to provide to any such body corporate services and facilities of any kind whatsoever and make such arrangements with or in respect of such body corporate, its business and activities as may seem expedient.
- (l) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in any business or transaction which the Company is authorised to carry on or engage in or in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to lend money to, guarantee the contracts of or otherwise assist or subsidise any such person or company, and to take or otherwise acquire shares and securities of any such company and to sell, hold,

re-issue with or without guarantee or otherwise deal with the same and to give to any person or company special rights and privileges in connection with or control over the Company and in particular the right to nominate one or more directors of the Company.

- (m) To amalgamate with any other company having objects altogether or in part similar to those of the Company.
- (n) To sell or otherwise dispose of the undertaking, assets and property of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, partly or fully paid-up, debentures, debenture stock, bonds or securities of any other company having objects altogether or in part similar to those of the Company.
- (o) To deal with the monies of the Company not immediately required in such manner as may from time to time be determined, and so that the Company shall have without any limitation all the powers of investment and otherwise which it would have were it a natural person absolutely entitled to the same.
- (p) To lend money, grant credit and provide other financial assistance, without security and to such persons and on such terms as may seem expedient, and to guarantee and otherwise secure, whether by personal covenant or by mortgage, charge, indemnity or otherwise

in any manner whatsoever (whether or not for consideration) the payment of money and the performance of contracts and obligations of any other person or persons whatsoever on whatever terms may be considered expedient and whether or not there is any immediately apparent benefit to the Company is so doing.

- (q) To render services, assistance and support of any kind to any person or body of persons on any terms and for any or no consideration and otherwise in all respects as may seem expedient.
- (r) To deal in foreign currencies in any manner and for any purpose whatsoever.
- (s) To borrow, receive, take on deposit or otherwise raise any money, or obtain any other form of financial assistance, for any purpose in any manner and upon any terms.
- (t) To secure the payment of money and the performance of any obligation or liability whatsoever which the Company may undertake or which may become binding upon it (whether on its own account or that of another) in such manner as may be thought fit whether by mortgage, charge, standard security, lien, debenture, debenture stock, perpetual or otherwise charged upon any of the Company's property (both present and future) including its uncalled

capital and to purchase, redeem, exchange, vary, extend or payoff and from time to time re-issue any such securities.

- (u) To issue for such purpose and on such terms as may be thought fit any shares, debentures, loan stock and other securities of any kind whatsoever whether perpetual, redeemable convertible or otherwise and carrying any rights and provisions thought appropriate.
- (v) To give to any officers or employees of the Company (or any subsidiary, holding or associate company of the Company) any share or interest in the profits of the Company's business or any branch thereof whether through acquisition of any securities of the Company, by profit share in schemes or otherwise howsoever and for whatever purpose to enter into any arrangements the Company may think fit and to enter into any arrangements or agreement for sharing profits with all or any such officers and employees or granting to them commissions, privileges, or other concessions and to grant pensions, annuities, gratuities, superannuation and other allowances (including allowances on death) to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or holding company of the Company, or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business with any of them and to the relations, connections or dependants of any

such person, and to other persons whose service or services have directly or indirectly been of benefit to the Company (or such holding company or subsidiary) or who the Company considers have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and provide facilities, advantages and services, and to make payment towards and establish and operate insurances, trusts, funds or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its members and to subscribe, guarantee, lend or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or of its members.

- (w) To remunerate in any manner whatsoever which may seem expedient any person, firm or company for services rendered to or to be rendered to the Company.
- (x) To give, lend, provide, or otherwise make available any money, assets, facilities, services or assistance of any kind whatsoever to or for any national, charitable, benevolent, educational, social, public, general or useful object, and to make or join in any arrangements or scheme whatsoever for or in connection with or wholly or partly for the benefit of any such object.

- (y) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (z) To pay (directly or indirectly) all or any expenses incurred in connection with the formation, promotion or incorporation of the Company or of any other company or of or incidental to the winding-up of any company the whole or any part of the property whereof is acquired by the Company, or in which the Company may be interested, and to pay commissions, brokerages, fees and other payments for the underwriting, placing, selling or guaranteeing the subscription of any share or the securities of the Company.
- (aa) To distribute among the members or any class or classes of the members of the Company in specie any property of the Company, but so that no distribution amounting to a reduction of capital be made, except with the sanction (if any) for the time being required by law.
- (bb) To act as agents, brokers, factors and intermediaries and render any services or assistance and undertake any activity to or on behalf of any other person.
- (cc) To undertake and execute any trusts, the undertaking whereof may seem desirable and whether gratuitously or otherwise.

- (dd) To adopt such means of making known the Company its business or products or securing goodwill as may seem expedient and in particular by advertising in the press, by circulars, by purchase or exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations and to provide sponsorship, subsidies and assistance of any kind whether cultural, educational, artistic, technical, financial or otherwise howsoever.
- (ee) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to apply for, promote or obtain any Act of Parliament, charter, decree order, licences, permit, privilege, certification, registration, franchise, rights, concessions or other authorisation of any kind to assist or enable the Company to carry any of its objects into effect or to effect any modification of the Company's constitution or for any other purpose which may seem expedient (and to carry out, exercise and comply with any of the same) and to oppose any proceedings or applications which may seem directly or indirectly to prejudice the Company's interests.
- (ff) To procure the Company to be registered or recognised or be granted any form of public authorisation in any part of the world.

- (gg) Generally to do anything which a natural person might do.
- (hh) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or in any other capacity whatsoever and by or through the trustees, attorneys, agents or otherwise and either alone or in conjunction with others.
- (ii) To do all such things as may be thought incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word 'company' in this clause shall include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and the word 'person' shall include any legal entity as well as any natural person.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to

exercise all or any of the powers and to achieve all or any of the objects conferred by and provided in anyone or more of the said sub-clauses.

4. The liability of the members is limited.
5. The capital of the Company is £1000 divided into 1000 shares of £1 each with power to divide the shares in the capital for the time being into several classes and to attach thereto respectively preferential, deferred, qualified or other special rights, privileges or conditions and with power from time to time to alter, modify or abrogate any preferential, deferred, qualified or other special rights, privileges and conditions for the time being attached to any class or classes of shares.


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

Names and addresses
of subscribers

Number of shares taken
by each subscriber

Blackthorn Homes Limited
94 Wilderspool Causeway
Warrington
Cheshire
WA4 6PU

500 'B' Ordinary shares



Ruttle Plant Holdings Limited
Lancaster House
Ackhurst Road
Chorley
Lancashire
PR7 1NH

500 'A' Ordinary shares



Dated this 28th day of July 2003

Witness to the above signatures:

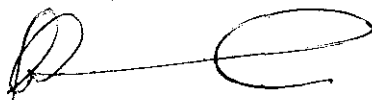
Witness name

MR S. J. CONIBEAR

Address

13 WINDFORD AVE
CONYETON. CW12 2HP

Signature



ARTICLES OF ASSOCIATION

of -

BLACKTHORN (NORTH WEST) LIMITED (the "Company")

PRELIMINARY

- 1 The Regulations contained in Table A to the Companies (Tables A to F) Regulations 1985 (51 1985 No. 805) hereinafter called "Table A" shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so included or varied whether expressly or otherwise) and the Articles hereafter contained shall be the Regulations of the Company
- 2 References to Regulations are to regulations of Table A
- 3 In Regulation 1 between the words "regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted

DEFINITIONS

- 4 In these Articles unless the context otherwise requires the following words shall have the following meanings:

"Act" means the Companies Acts 1985 and 1989, and any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory

modification or re-enactment of that provision for the time being in force;

"A" Director' means any Director appointed and holding office from time to time pursuant to Article 32;

"Articles" means these Articles of Association as originally adopted or as from time to time amended by special resolution and references to an "Article" shall be to a numbered provision hereof;

"A" Shares' means the "A" Shares of £1.00 each in the capital of the Company;

" Auditors" means the Company's auditors from time to time;

"B" Director" means any Director appointed and holding office from time to time pursuant to Article 33;

"B" Shares' means the "B" Shares of £1.00 each in the capital of the Company;

"Board" means the Board of Directors of the Company or any committee thereof or any meeting of the same at which a quorum is present;

"Directors" means the "A" Directors and the "B" Directors and **"Director"** means any one of the "A" or "B" Directors

PRIVATE COMPANY

5. The Company is a private company and accordingly the Company shall not:-

- (a) offer to the public (whether for cash or otherwise) any shares in or debentures of the Company;
- (b) allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

CAPITAL AND SHARES

- 6. The share capital of the Company is £1,000 divided into 500 "A" Shares of £1 each and 500 "B" Shares of £1.00 each and shall carry the rights to attend meetings, appoint and remove Directors and be subject to the restrictions on transfer hereinafter provided but in all other respects shall rank pari passu
- 7. The special rights attached to "A" Shares and to "B" Shares respectively may be varied or abrogated only with the prior written consent of the holders of not less than a 75 % majority of the issued shares of that class
- 8. The Directors shall have the power for the period of five years from the date of incorporation of the Company to allot relevant securities (as defined by Section 80 of the Act) up to the limit of the unissued share capital of the Company. Pursuant to Section 91 of the Act, Section 89(1) and sub-sections (1) to (6) (inclusive) of Section 90 of the Act shall be excluded from applying to any allotment of equity securities (as defined by the said Section 91) in the capital of the Company

ISSUE OF NEW SHARES

9. Save with the prior written consent of the holders of 75 % by value of the "A" Shares and the holders of 75 % by value of the "B" Shares no shares may be allotted or issued to any person
10. Subject to the provisions of Article 9 any shares unissued at the date of adoption of these Articles and any shares thereafter created shall only be allotted as follows:-
- (a) every allotment shall be of an equal number of " A " Shares and "B" Shares;
 - (b) on each allotment the "A" Shares and the "B" Shares shall be allotted at the same price (not being at a discount) and on the same terms as to date for payment;
 - (c) no shares of either class shall be issued otherwise than to members holding shares of the same class without the prior written consent of all the members;
 - (d) as between holders of shares of a class the shares of that class being allotted shall be allotted in proportion to their then existing holdings of shares of that class or in such other proportions between them as all the members holding shares of that class shall agree in writing

LIEN

11. Without prejudice to the lien conferred by Regulation 8, the Company shall have a first and paramount lien on all shares for all monies presently payable by a member or his estate to the Company. The liens conferred by Regulation

8 shall attach to fully paid shares and to all shares registered in the name of any person indebted to the Company whether he shall be the sole registered holder of a share or shall be one of two or more joint holders

FORFEITURE

12. The liability of any member in default of payment of a call shall, if the Board so directs, also include any costs and expenses suffered or incurred by the Company of such non-payment and the powers conferred on the Board by Regulation 18 and the provisions of Regulation 21 shall be extended accordingly

TRANSFER OF SHARES

13. Any member wishing to dispose of any of his shares in the Company ("the **Transferor**") shall give notice in writing ("a **Transfer Notice**") to the Company that he wishes or is required to dispose of one or more of his shares ("the **Relevant Securities**")
14. A Transfer Notice other than one required to be given pursuant to Article 15 may provide that unless all the Relevant Securities are sold in accordance with Article 18 then none of them shall be sold ("a **Total Transfer Condition**")
15. If in relation to any member (for the purposes of this Article called the "**Defaulting Member**"):-

- (a) the Defaulting Member shall enter into any composition or arrangement with its creditors generally or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (b) an encumbrancer lawfully takes possession or an administrative receiver is validly appointed over the whole or any part of the undertaking property or assets of the Defaulting Member; or
- (c) an order is made or a resolution is passed or a notice is issued convening a meeting for the purpose of passing a resolution or any analogous proceedings are taken for the appointment of an administrator of or the winding up of the Defaulting Member other than a members' voluntary liquidation solely for the purpose of amalgamation or reconstruction; or
- (d) the Defaulting Member is the subject of any change in its control or ownership; or
- (e) any of the matters referred to in paragraphs (a),(b),(c) or (d) of this Article occurs in relation to any holding company for the time being of the Defaulting Member

(any of the matters referred to in paragraphs (a) to (e) inclusive shall hereafter be referred to as an "Event" or "Events") then within 30 days of any Event occurring any other member shall be entitled to serve a Transfer Notice on the Defaulting Member requiring the Defaulting Member to sell all (but not some only) of the shares held by it. If more than one member shall serve a Transfer Notice on the Defaulting Shareholder under this Article then such Transfer Notices shall take effect as if they required the Defaulting

Member to transfer its shares to all members who served such Transfer Notices in proportion to the number of shares held by them respectively

16. Every Transfer Notice shall (as well as specifying the number of Relevant Securities to be transferred) be accompanied by the relevant certificates for the Relevant Securities and every Transfer Notice shall contain a statement constituting the Company as the Transferor's agent for the sale of the Relevant Securities at a price to be determined in accordance with Article 20 (**"the Sale Price"**)
17. Save as provided in Article 21 a Transfer Notice shall not be revocable except with the sanction of the Board
18. Within 7 days of the Sale Price being agreed or determined (as the case may be) in accordance with Article 20 the Board shall give notice (an **"Offer Notice"**) in writing to the appropriate persons (**"the Proposed Transferees"**) in accordance with the following provisions specifying the Sale Price and the number of Relevant Securities to be sold:-
 - (a) the Company shall first offer the Relevant Securities for sale to the member or members (other than the Transferor) holding shares of the same class as the Relevant Securities in their existing shareholding ratios such offer (**"the First Offer"**) remaining open for a period of 15 days from the date of the Offer Notice;
 - (b) if there remain any Relevant Securities unaccepted at the expiry of the time for acceptance of the First Offer or there are no other

holders of shares of the same class as the Relevant Securities the Company shall again offer such remaining shares to members holding shares in the other class in their existing shareholding ratios such offer ("the **Second Offer**") remaining open for a period of 10 days from the date of the Second Offer;

(c) in the event that there still remain any Relevant Securities unaccepted at the expiry of the time for acceptance of the Second Offer the Company shall offer such remaining shares to any member advising the Company of its willingness to purchase such shares (and if more than one in their shareholding ratios) such offer ("the **Final Offer**") remaining open for a further period of 10 days from the date of the Final Offer

(d) If the number of Relevant Securities comprised in an Offer Notice is not such so as to enable them to be offered exactly pro-rata to the Proposed Transferees then to the extent that such shares are incapable of being offered pro-rata they shall be offered at the Sale Price individually to such Proposed Transferees by the drawing of lots

19. Save where a Transfer Notice contains a Total Transfer Condition and part of the Relevant Securities remain unaccepted at the expiry of the time for acceptance of the Second Offer, the Transferor shall be bound upon payment of the Sale Price to transfer such shares to the Proposed Transferees in accordance with Article 18 above

20. The Sale Price of the Relevant Securities shall (save in accordance with a sale pursuant to Article 25) be either the price per share agreed between the Transferor and the Directors within 15 days of the service of the Transfer Notice or (in default of agreement within such period) such price as the Auditors shall on the application of any member certify in writing to be the fair value thereof per share taking into account (where relevant):-
- (a) the aggregate consideration which in their opinion a willing buyer would offer to a willing seller on the open market for the whole of the issued share capital of the Company and (for the avoidance of doubt) no discount shall be applied by reason of the holding being a minority holding; and
 - (b) the past and current performance of the Company and in so certifying the Auditors shall be considered to be acting as experts and not as arbitrators with regard to their determination
21. Save in respect of a transfer of Relevant Securities pursuant to Article 15 the Transferor may within 5 days of receipt of the Auditors' certificate withdraw any Transfer Notice by notice in writing
22. The reasonable costs of the Auditors in determining the Sale Price shall be borne by the Company provided that, if the Transfer Notice is withdrawn by the Transferor pursuant to Article 21 the reasonable costs of the Auditors shall be paid by the Transferor

23. If the Transferor, having become bound to transfer the Relevant Securities as aforesaid makes default in transferring any of the same, the Company may receive the purchase money tendered by the Proposed Transferee upon trust for the Transferor and any officer of the Company may act as the Transferor's agent for the purposes of effecting the transfer and shall thereupon perfect the transfer of the Relevant Securities in favour of the Proposed Transferee
24. The receipt of the Company for the purchase money shall be a good discharge to the Proposed Transferee and after his name has been entered on the Register of Members (as "Transferee") the validity of the proceedings shall not be questioned by any person
25. If the Company shall not find a Transferee or Transferees for all the Relevant Securities before the expiry of the stipulated time for acceptance set out in the Final Offer it shall forthwith give notice in writing of that fact to all the members whereupon the holders of at least three quarters in nominal value of the issued shares of the Company (excluding the shares held by the Transferor) shall be entitled within 14 days of the date of service of that notice to nominate (by giving notice in writing to the Directors signed by each such holder or on his behalf and which may consist of several notices in the like form) any person or persons (whether or not a member but not the Company) who has expressed his willingness in writing to purchase all or any of the Relevant Securities in respect of which acceptances have not yet been received at the Sale Price (and the Company shall be deemed to have

made an offer of such shares accordingly) provided that if any such nominated purchaser shall fail to complete any such purchase in accordance with this Article 25 or to perform or discharge any of his other obligations hereunder the members who signed such notice(s) shall be jointly and severally liable to complete such purchase in place of the nominated purchaser and to perform and discharge all such other obligations

26. In the case of a sale to a third party pursuant to Article 25 above the Directors may require to be satisfied in such manner as they may reasonably think fit that such shares are being transferred in pursuance of a bona fide sale at such price being no less than the Sale Price and the Directors, if not so satisfied, may refuse to register or to approve the Transfer
27. The Directors shall decline to register any transfer in contravention of the foregoing provisions. Regulation 23 shall not apply

NOTICE OF GENERAL MEETING

28. Every notice of a general meeting of the Company shall contain a statement that a member who is entitled to attend and vote at the meeting, is entitled to appoint a proxy to attend and vote instead of him and that such proxy need not be a member

GENERAL MEETINGS

29. The quorum for general meetings of the Company shall be two members present in person or by proxy of which one shall be or represent a holder of

any of the "A" Shares and the other shall be or represent a holder of any of the "B" Shares

30. If within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place and if, at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any two members present in person or by proxy shall be a quorum . Regulation 41 shall not apply

31. In the case of an equality of votes whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a casting vote and Regulation 50 shall be amended accordingly

DIRECTORS

32. The holders of the "A" Shares shall be entitled by notice in writing to the Company to appoint 1 "A" Director and by like notice to remove such "A" Director and at any time and from time to time by like notice to appoint any other person to be an "A" Director in place of an "A" Director so removed. Any Director so appointed shall be an "A" Director

33. The holders of the "B" Shares shall be entitled by notice in writing to the Company to appoint 1 "B" Director and by like notice to remove such "B" Director and at any time and from time to time by like notice to appoint any other person to be a "B" Director in place of a "B" Director so removed. Any Director so appointed shall be a "B" Director

34. The Directors shall not be required to retire by rotation and accordingly Regulations 73 to 80 (inclusive) shall not apply
35. The Company may, by ordinary resolution of which special notice has been given in accordance with Section 303 of the Act or by extraordinary resolution, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director
36. The removal of a Director pursuant to Article 35 above shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company
37. The Company may by ordinary resolution appoint another person in the place of a Director removed from office pursuant to Article 35 above and the Company in general meeting may appoint any person to be a Director to fill a casual vacancy
38. The remuneration of the Directors shall be determined by the Company in general meeting from time to time
39. The remuneration of the Directors shall be deemed to accrue from day to day and Regulation 82 shall not apply

40. The Directors (including the Alternate Directors) shall be entitled to be repaid all travelling, hotel and other expenses occasioned in connection with the business of the Company

41. A Director shall cease to hold office upon the occurrence of anyone of the following events:-

- (a) if he be removed from office pursuant to any provision of the Act;
- (b) if he is prohibited by law from holding office as a director;
- (c) if he becomes bankrupt;
- (d) if he becomes of unsound mind;
- (e) if he resigns his office by written notice to the Company.

Regulation 81 shall not apply

42. A person shall be capable of being appointed and continuing to hold office as a Director notwithstanding that he has attained the age of seventy or any other age and no special notice shall be required in relation to his appointment or reappointment

POWERS AND PROCEEDINGS OF DIRECTORS

43. Subject to the Act, a Director may vote at a meeting of directors or of a committee of directors (and may be counted in the quorum present at any such meeting) on any resolution concerning any matter in which he has, directly or indirectly, an interest which conflicts or may conflict with the interests of the Company provided that at or prior to the meeting he complies

in respect of such a matter with the disclosure provisions in Section 317 of the Act. Compliance with Section 317 of the Act shall be sufficient disclosure by a Director for the purpose of Regulation 85 and 86

44. Any Director who, by request of the Directors, performs special services for any purpose of the Company which in the opinion of the Directors is outside the normal scope of such Director's duties shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine, which shall be charged as part of the Company's ordinary revenue expenses
45. Any Director or member of a committee of Directors 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
46. The Directors may meet together for the despatch of business, adjourn and, subject as hereinafter provided, otherwise regulate their meetings and proceedings as they think fit. A Director may, and the Company secretary on the requisition of a Director shall at any time summon a meeting of the Directors. Notice of meetings of the Directors shall be given to all Directors. In the case of a Director residing outside or absent from the United Kingdom notice shall be given in writing to such Director's address for the time being

supplied for the purpose to the secretary of the Company by such Director or, if no such address has been supplied, his last known address. Regulation 88 shall be amended accordingly. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two one of whom shall be an "A" Director and one a "B" Director although if within half an hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place (or to such other day and at such other time and place as an "A" Director and a "B" Director may agree in writing) and at such adjourned meeting the quorum shall be any two Directors. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum. Regulation 89 shall not apply

47. Unless otherwise agreed in writing by the "A" Directors and the "B" Directors the chairmanship of Director's meetings shall rotate between the "A" Director and the "B" Director on an annual basis coinciding with the start of each financial year of the Company. The chairman of any meeting of the Directors or of any committee of the Directors shall not be entitled to a second or casting vote.

Regulation 88 shall be modified accordingly

48. In Regulation 93 "writing" shall include telex, facsimile transmission and cablegram and any other means of reproducing words in tangible permanent

form in each case shall be deemed to be signed by a Director if his name appears at the foot thereof

ALTERNATE DIRECTORS

49. Each Director shall have power from time to time to nominate any person approved by the Directors to act as his Alternate Director and at his discretion to remove such Alternate Director
50. An Alternate Director shall (except as regards power to appoint an Alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting at which his appointor is not present
51. One person may act as an Alternate Director to more than one Director but not to an "A" Director and a "B" Director and, while he is so acting, shall be entitled to a separate vote for each Director he is representing and, if he is himself a Director, his vote or votes as an Alternate Director shall be in addition to his own vote
52. Any appointment or removal of an Alternate Director may be made by letter or facsimile or in any other manner approved by the Directors. Any facsimile shall be confirmed as soon as possible by letter, but may be acted upon by the Company forthwith

53. If a Director making any such appointment as aforesaid shall cease to be a Director otherwise than by reason of vacating his office at a meeting of the Company at which he is re-elected, the person appointed by him shall thereupon cease to have any power or authority to act as an Alternate Director
54. An Alternate Director shall not be taken into account in reckoning the number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote Regulations 65 to 68 (inclusive) shall not apply

BORROWING POWERS

55. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings, property and 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

COMPANY SECRETARY

56. The Company secretary shall be appointed by the Directors who may appoint two or more persons as joint secretaries and may also appoint one or more assistant secretaries

57. Any appointment pursuant to Article 56 above shall be for such term, at such remuneration and upon such conditions as the Directors think fit and may be terminated by the Directors at any time . Regulation 99 shall not apply

DIVIDENDS

58. Subject to the provisions of the Act and the recommendation and approval of the Directors, the Company may by ordinary resolution of its members in general meeting declare dividends for such period or periods as it may determine and may specify any date as the record date for such dividend whether it is before or after the date upon which the same is declared, made or paid
59. Where a dividend is so recommended, approved and declared in respect of a record date other than the date upon which the dividend is declared, made or paid then the proper recipient of the dividend monies shall be those persons who are members on the record date so specified and the Directors shall pay such dividend monies to those persons who constitute the members on the said record date
60. Subject to the provisions of the Act the Directors may only recommend and pay out dividends if it appears to them that such dividends are justified by the profits (if any) of the Company available for distribution and that such payment is prudent taking into account the likely future projected performance of the Company over its coming financial year

61. All dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid and all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
62. The Company may, upon the recommendation of the Directors, direct that the payment of any dividend be satisfied wholly or partly by a distribution of assets and the Directors may determine the value for distribution of any such assets and if so requested by a member determine that a cash equivalent shall be paid in accordance with the valuation so determined
63. Any dividend or other monies payable in respect of a share shall be paid by cheque made out to the registered holder as at the return date or to his order and sent by post to the registered address of the person entitled or to such person and to such address as the person entitled may in writing direct
64. If two or more persons are registered as joint holders of any share or are entitled jointly to a share in the consequence of the death or bankruptcy of the holder then the cheque in respect of the dividend or other monies shall be sent to the registered address of that person who is first named in the register of members and any one of them may give effectual receipts for any dividend or other monies payable on or in respect of the share

65. The Directors may deduct from any dividend or other monies payable to any member on or in respect of a share all sums of money (if any) presently payable by him to the Company in respect of his shareholding
66. If on two consecutive occasions a cheque for a dividend payable to a member is returned undelivered or remains un-cashed the Directors may cause any further dividends upon shares held by that member to be withheld until they receive notice from that member of an address to which payment may be sent
67. Any dividend which has remained un-claimed for 12 years from the date when it became due for payment shall if the Directors so resolve be forfeited and cease to remain owing by the Company
68. No dividend or other monies payable on or in respect of any share shall bear interest against the Company . Regulations 102 to 108 (inclusive) shall not apply

PENSIONS AND ALLOWANCES

69. The Directors may grant retirement pensions or annuities or other gratuities or allowances, including allowances on death, to any person in respect of services rendered by him to the Company, notwithstanding that he may be or may have been a Director of the Company, and the Company may make payments towards insurances or trusts for such purposes in respect of such persons or their family or estate, and may include all rights in respect of such

pensions, annuities and allowances in the terms of engagement of any such person .Regulation 87 shall not apply

INDEMNITY

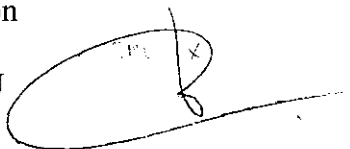
70. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which in such capacity he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act, in which case relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto PROVIDED THAT this Article shall have effect only insofar as its provisions are not avoided by Section 310 of the Act . Regulation 118 shall not apply

Names and addresses
of subscribers

Number of shares taken
by each subscriber

Blackthorn Homes Limited
94 Wilderspool Causeway
Warrington
Cheshire
WA4 6PU

500 'B' Ordinary shares



Ruttle Plant Holdings Limited
Lancaster House
Ackhurst Road
Chorley
Lancashire
PR7 1NH

500 'A' Ordinary shares



Dated this 8th day of July 2003

Witness to the above signatures:

Witness name: MR S. J. CONNOR
13 WINDFIELD AVE
CONINGTON CV12 2HP

