

641

Return and Declaration Delivered For Registration By A Part XXIII Company



00203856

Please use upper and/or lower case letters exactly as you intend them to appear in **Company name** in **Black Ink**. Please leave a blank box to indicate a space.

Please complete all remaining boxes on this form legibly, in **CAPITAL LETTERS** and in **Black Ink**. Please leave a blank box to indicate a space. Use a separate row for each address line. Please do not fold this form.

Company number (e.g. FC 099999):

46 36796

Company name (in full):

Extel Screens and Crushers

Limited

Country of incorporation:

ENGLAND

Address of place of business in Northern Ireland:

Address Line 1

UNIT 9

Address Line 2

GORTRUSH INDUSTRIAL ESTATE

Post town

OMAGH

County/region

CO. TYRONE

Postcode:

BT78 5EJ

Constitution of the company:

(A certified English translation must be included)

A certified copy of the: (mark the appropriate box)

☐

Charter

☒

Memorandum and Articles of Association

☐

Statutes

☐

Other instrument

constituting or defining the constitution of the company is/are delivered for registration.

Photocopies of this form will not be accepted



Directors

Please complete all remaining boxes on this form legibly, in CAPITAL LETTERS and in Black Ink. Please leave a blank box to indicate a space. Use a separate row for each address line. Please do not fold this form.

Title:

Mr

Forenames:

IAN FRAZER

Surname:

ENGLISH

Previous name:

Address:

180 MAIN STREET

BARTON UNDER NEEDWOOD

STAFFORDSHIRE

Postcode:

DE13 8AB

Country:

ENGLAND

Date of birth (DD/MM/YYYY):

22/10/1969

Nationality:

BRITISH

Business occupation (if any):

DIRECTOR

If none other directorships:

☐ Yes☐ No

Other directorships detail:

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

Directors (continued)

Please complete all remaining boxes on this form legibly, in CAPITAL LETTERS and in Black Ink. Please leave a blank box to indicate a space. Use a separate row for each address line. Please do not fold this form.

Title:

Mr

Forenames:

ALAN THOMAS

Surname:

FLETCHER

Previous name:

Address:

14 FIERY HILL ROAD

BARNET GREEN

BIRMINGHAM

Postcode:

BA5 8LG

Country:

ENGLAND

Date of birth (DD/MM/YYYY):

17/12/1934

Nationality:

BRITISH

Business occupation (if any):

DIRECTOR

If none other directorships:

☐ Yes ☐ No

Other directorships detail:

Directors (continued)

Please complete all remaining boxes on this form legibly, in CAPITAL LETTERS and in Black Ink. Please leave a blank box to indicate a space. Use a separate row for each address line. Please do not fold this form.

Title:

MR

Forenames:

ANDREW CRAIG

Surname:

McMANUS

Previous name:

Address:

THE CARRIAGE HOUSE

CELLARS CLOUGH

MARS DEN

HUDDERSFIELD

Postcode:

HD7 6LY

Country:

ENGLAND

Date of birth (DD/MM/YYYY):

17/11/1962

Nationality:

BRITISH

Business occupation (if any):

FINANCE DIRECTOR

If none other directorships:

☐ Yes☐ No

Other directorships detail:

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

--	--	--	--	--	--	--	--

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

--	--	--	--	--	--

[illegible]

--	--	--	--	--	--	--	--

[illegible][illegible]

☐ Yes ☐ No

[illegible][illegible]

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

BASIC INFORMATION							

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

--	--	--	--	--	--	--	--

[illegible]

--	--	--	--	--	--	--	--

[illegible][illegible]

☐ Yes ☐ No

[illegible][illegible]

[illegible]

Company Secretary(ies)

Title:

Mr

Forenames:

IAN FRAZER

Surname:

ENGLISH

Previous name:

Address:

180 MAIN STREET

BARTON UNDER NEEDWOOD

STAFFORDSHIRE

Postcode:

DE13 8AB

Country:

ENGLAND

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

Company Secretary(ies) (continued)

Title:

Forenames:

Surname:

AG SECRETARIAL LIMITED

Previous name:

Company Secretary(ies) (continued)

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

Address:

100 BARBIROLLI SQUARE

MANCHESTER

Postcode:

M2 3AB

Country:

ENGLAND

List of some one or more persons resident in Northern Ireland authorised to accept on the company's behalf service of process and any notice required to be served on it.

Person(s) Authorised

Title:

Mr

Forenames:

PATRICK

Surname:

McENHILL

Address:

56 BALLYGOWAN ROAD

OMAGH

CO. TYRONE

Postcode:

BT78 5JT

List

Person(s) Authorised (continued)

Title:

--	--	--	--	--	--	--	--

Forenames:

[illegible]

Surname:

[illegible]

Address:

[illegible][illegible][illegible][illegible]

Postcode:

--	--	--	--	--	--

Person(s) Authorised (continued)

Title:

--	--	--	--	--	--	--	--

Forenames:

[illegible]

Surname:

[illegible]

Address:

[illegible][illegible][illegible][illegible]

Postcode:

--	--	--	--	--	--

L

Declaration

641 Page 11

Full name and
address

I ANDREW CRAIG McMANUS

of (address) THE CARRIAGE HOUSE, CELLARS CLOUGH,
MARSDEN, HUDDERSFIELD, HD7 6LY

*delete as
applicable

a ~~*director/*secretary/*person~~ authorised to accept on the company's behalf
service of process or any other notices required to be served on it, do solemnly
and sincerely declare that the company established its place of business in
Northern Ireland on

31.12.1994

enter date

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

Signed 

Declared at HEARTH COTE ROAD

SWADLINCOTE

DERBY DE11 9DU

the 26th day of May

two thousand and six

before me 

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

Number of continuation sheets attached to this form: ☐

Please ensure the form is fully completed and then send it
to the Registrar of Companies at:
64 Chichester Street
Belfast BT1 4JX

To whom should
Companies Registry
direct any enquiries
about the
information on this
form?

Contact name:

ANDREW CRAIG McMANUS

Address:

Address Line 1

THE CARRIAGE HOUSE

Address Line 2

CELLARS CLOUGH

Post town

MARSDEN // HUDDERSFIELD

County/region

ENGLAND

Postcode:

HD7 6LY

Tel:

01283 212121

Extension:

298

NOTES

1. The copy of the instrument constituting or defining the constitution of the company must be certified in the place of incorporation of the company to be a true copy:-

- (a) by an official of the Government to whose custody the original is committed; or
- (b) by a notary public; or
- (c) by an officer of the company on oath taken before:
 - (i) a person having authority in that place to administer an oath; or
 - (ii) any of the British officials mentioned in section 6 of the Commissioners for Oaths Act 1889.

2. The translation of the instrument must be certified to be a correct translation:-

- (a) if the translation was made in the United Kingdom, by
 - (i) a notary public in any part of the United Kingdom;
 - (ii) a solicitor (if the translation was made in Scotland), a solicitor of the Supreme Court of Judicature of England and Wales (if it was made in England or Wales), or a solicitor of the Supreme Court of Judicature of Northern Ireland (if it was made in Northern Ireland); or
 - (iii) a person certified by a person mentioned above to be known to him to be competent to translate the document

into English; or

(b) If the translation was made outside the United Kingdom, by

- (i) a notary public;
- (ii) a person authorised in the place where the translation was made to administer an oath;
- (iii) any of the British officials mentioned in section 6 of the Commissioners for Oaths Act 1889;
- (iv) a person certified by a person mentioned above to be known to him to be competent to translate the document into English.

3. 'Director' includes any person who occupies the position of a director, by whatever name called.

4. For an individual, his present Christian name(s) and surname must be given, together with any previous Christian name(s) or surname(s)

'Christian name' includes a forename. In the case of a peer or person usually known by a title different from his surname, 'surname' means that title. In the case of a corporation, its corporate name must be given.

A previous Christian name or surname need not be given if:-

- (a) in the case of a married woman, it was a name by which she was known before

her marriage; or

(b) it was changed or ceased to be used at least 20 years ago, or before the person who previously used it reached the age of 18; or

(c) In the case of a peer a person usually known by a British title different from his surname, it was a name by which he was known before he adopted the title or succeeded to it.

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

6. In the case of an individual who has a business occupation, this occupation should be named. In the case of an individual who has no business occupation but who holds one or more other directorships, particulars should be given of other directorships.

7. Directors' dates of birth must be given.

8. If made in a foreign country the declaration may be made before any British official mentioned in section 6 of the Commissioner for Oaths Act 1889, or before any person having authority to administer an oath in that country.

Certified a true copy of the Memorandum and
Articles of Association of Extec Screens and Crushers
Limited co. no. 4636796

Signed



00203855

Director and Solicitor

26/5/2006

Company No 4636796

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

EXTEC SCREENS AND CRUSHERS LIMITED

1. The Company's name is Extec Screens and Crushers Limited.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - 3.1 To carry on business as a general commercial company; that is to say:
 - 3.1.1 to carry on any trade or business whatsoever; and
 - 3.1.2 to do all such things as are incidental or conducive to the carrying on of any trade or business;
 - 3.2 to borrow or raise money in any manner and to secure by mortgage, charge or lien on the whole or any part of the Company's undertaking and property (whether present or future) including its uncalled capital, the discharge by the Company or any other person of any obligation or liability;
 - 3.3 to lend money and advance or give credit with or without security, but not to carry on the business of a registered money lender;
 - 3.4 generally to purchase, take on lease or exchange, hire or, by other means, acquire any real or personal property and any rights or privileges over or in respect of it;
 - 3.5 to sell, lease, let on hire or otherwise dispose of any real or personal property or the undertaking of the Company, or any part of it, for such consideration as the directors think fit;
 - 3.6 to guarantee support or secure whether by personal obligation or covenant or by mortgaging or charging all or any part of the undertaking property and assets (present and future) and uncalled capital of the Company or by any one or more or all of such methods or by any other method the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of, and premiums, interest, dividends, and other moneys payable on or in respect of, any debentures, debenture stock, loan stock, shares or other securities, liabilities or obligations of any person firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company, as defined by Section 736 of the Companies Act 1985, (as re-enacted by the Companies Act 1989 or any subsequent re-enactment or amendment thereof) or a



subsidiary undertaking or parent undertaking (as defined by section 258 of the Companies Act 1985 or any re-enactment or amendment thereof) of the Company, or another subsidiary of such holding company, or otherwise associated with the Company in business or through shareholdings;

- 3.7 except insofar as prohibited by Section 151 of the Act, to give, directly or indirectly, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company, financial assistance of any kind (including but not limited to financial assistance within the meaning of Section 152(1) of the Act) to any person or company in any manner on any terms and for any purposes whatsoever and in particular (without derogation from the generality of the foregoing) to give financial assistance for the purpose of the acquisition of securities in any company which is for the time being a subsidiary or a holding company, as defined by Section 736 of the Companies Act 1985, (as re-enacted by the Companies Act 1989 or any subsequent re-enactment or amendment thereof) or a subsidiary undertaking or Extec undertaking (as defined by Section 258 of the Companies Act 1985 or any re-enactment or amendment thereof) of the Company or another subsidiary of such holding company, or otherwise associated with the Company in business or through shareholdings, to be made by any person or company or for the purpose of reducing or discharging any liability incurred by any person or company for the purpose of such acquisition;
- 3.8 to establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time directors or officers of, or in the employment or service of, the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or any such subsidiary or of any company which is a predecessor in business of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons as aforesaid and to make payments for or towards insurance for the benefit of any such persons as aforesaid;
- 3.9 to establish and contribute to any scheme for the purchase of, or subscription by trustees for shares in the Company to be held for the benefit of the employees of the Company and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them;
- 3.10 to purchase and maintain insurance cover for directors and other officers or auditors of the Company against any liability to the Company or to any other person against any negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against;
- 3.11 to amalgamate with any other company;
- 3.12 to make donations, gifts or contributions of any kind and for any purpose to any organisation, club or society whatsoever; and
- 3.13 to pay or settle any claims made against the Company whether legally enforceable or not,

and to do any of the foregoing either with or without receiving any payment or other consideration or benefit therefor and either in connection with any other business, activity or transaction or by itself.

AND SO THAT:

- 3.14 Each of the objects specified in each sub-clause of this clause 3 shall, except where otherwise expressed in such sub-clause, be regarded as an independent main object and shall not be limited or restricted by reference to or inference from the terms of any other sub-clause of this clause 3 or the name of the Company.
 - 3.15 None of the sub-clauses of this clause 3 or the objects or powers specified or conferred in those sub-clauses shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects and powers provided in each sub-clause as if each sub-clause contained the objects of a separate company.
 - 3.16 The word "company" in this clause 3 (except where it refers to this Company) shall be deemed to include any person or partnership or other body of persons whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere and words denoting the singular only shall include the plural and vice versa.
- 4. The liability of the members is limited.
 - 5. The Company's share capital is £1,046,000 divided into 1,001,000 ordinary shares of £1 each and 4,500,000 irredeemable preference shares of £0.01 each.

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
EXTEC SCREENS AND CRUSHERS LIMITED



PRELIMINARY

1. The Company is a private company and the following provisions and (unless and to the extent that they are excluded or modified by, or are inconsistent with, the provisions set out in this document) the regulations contained in Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000 ("Table A") shall constitute the articles of association of the Company and, for the avoidance of doubt, references in this document to "these articles" shall be construed accordingly
2. References in these articles to numbered regulations shall, unless the context requires otherwise, be deemed to be references to regulations in Table A. Regulations 8, 24, 60 to 62 (inclusive), 73 to 80 (inclusive), 87, 94 to 97 (inclusive) 101, 111, 112 and 115 of Table A shall not apply to the Company.
3. In these articles:

"address" in relation to electronic communication means any number or address used for the purposes of such communications;

"written" and "in writing" include any method of representing or reproducing words in legible form including, for the avoidance of doubt, electronic communication.

ELECTRONIC COMMUNICATION

4. Regulation 1 shall be modified by deleting the words "'electronic communication' means the same as in the Electronic Communications Act 2000" and substituting instead the words "'electronic communication' means any communication transmitted by way of fax or email" and all references to "electronic communication" in these articles will be construed accordingly.

SHARE CERTIFICATES

5. Regulation 6 of Table A shall be modified by adding after "Every certificate shall be sealed with the seal" the words "or executed in such other manner as the directors authorise, having regard to the Act".

LIEN

6. The Company shall have a first and paramount lien on every share (whether fully paid or not) registered in the name of any member (whether solely or jointly with others) for all debts or liabilities due from such member or his estate whether solely or jointly with any other person (whether or not a member) and whether or not such debts or liabilities are presently payable or dischargeable. The Company's lien on a share shall extend to all dividends or other moneys and rights payable on it or accruing to it or in respect of it.

SHARE CAPITAL

7.

- 7.1 The share capital of the Company as at the date of the latest amendment to these Articles of Association is £1,046,000 divided into:

7.1.1 1,001,000 ordinary shares of £1 each (the "Ordinary Shares"); and

7.1.2 4,500,000 irredeemable preference shares of £0.01 each (the "Irredeemable Preference Shares").

RIGHTS ATTACHING TO IRREDEEMABLE PREFERENCE SHARES

8.

- 8.1 The Ordinary Shares and the Irredeemable Preference Shares shall rank pari passu in all respects save as set out below:

8.1.1 Dividends

8.1.1.1 as to income, the Irredeemable Preference Shares shall confer upon the holders thereof the right in priority to any payment by way of dividend of the Company to receive a cumulative preferential dividend (the "Preferential Dividend").

8.1.1.2 the Preferential Dividend shall for every twelve month period in respect of each Irredeemable Preference Share from time to time in issue be:

$$((A + 4.88\%) \times 100 \times £0.01)$$

where A is as defined in 8.1.1.4 below.

8.1.1.3 subject to Part VIII of the Companies Act 1985, the Preferential Dividend shall:

- (a) be paid in arrears at twelve monthly intervals on each anniversary of the date of the first issue by the Company of any Irredeemable Preference Shares (the "Dividend Reference Date"); and
- (b) without any resolution of the Directors or the Company in General Meeting (and notwithstanding anything contained in Regulations 102 to 108 (inclusive) of Table A) accrue from

day to day and on each such Dividend Reference Date become a debt due from and immediately payable by the Company to the holders of the Irredeemable Preference Shares pro rata according to the number of Irredeemable Preference Shares held by each such shareholder, as the case may be.

8.1.1.4 For the purpose of article 8.1.1.2 above 'A' shall be equal to twelve month sterling LIBOR expressed as a percentage, being:

- (a) the rate per annum of the offered quotation for twelve month sterling deposits of and in an amount equal or comparable to the aggregate market value on the date of issue of all of the issued Irredeemable Preference Shares in the capital of the Company as at the date falling thirty days prior to the date of first issue by the Company of any Irredeemable Preference Shares (for the period from such date until the day before the first Dividend Reference Date) or the relevant Dividend Reference Date (for all subsequent periods beginning on such Dividend Reference Date and ending on the day before the next following Dividend Reference Date), which appears on Telerate Page 3740 or 3750 (or any replacement page on the Telerate service) at or about 11.00am on the relevant date; or
- (b) if no such display rate is then available for such sterling deposits, then the arithmetic mean (rounded up, if necessary, to the nearest four decimal places with the mid-point rounded up) of the rates notified to the Company at the Company's request by each of two Clearing Banks to leading banks in the London interbank market at or about 11.00am (London time) thirty days prior to the relevant Dividend Reference Date (or the date of first issue by the Company of any Irredeemable Preference Shares, as the case may be) for twelve month sterling deposits in an amount equal or comparable to the aggregate market value on the date of issue of all of the issued Irredeemable Preference Shares in the capital of the Company as at the relevant Dividend Reference Date, and for the purposes of this article a "Clearing Bank" shall be any of Royal Bank of Scotland plc, Lloyds TSB plc, Barclays Bank plc and HSBC plc;
- (c) if, in respect of any Dividend Reference Date (or the date of first issue by the Company of any Irredeemable Preference Shares, as the case may be):
 - (i) no (or only one) Clearing Bank notifies a rate to the Company in response to the Company's request as contemplated by paragraph (b) above; or
 - (ii) on the basis of notification from one or more Clearing Banks, the Company determines that either twelve month sterling deposits are not available in the London Inter-Bank Market at or about 11.00am

(London time) thirty days prior to the relevant Dividend Reference Date (or the date of first issue by the Company of any Irredeemable Preference Shares, as the case may be) in an amount equal or comparable to the aggregate market value on the date of issue of all of the issued Irredeemable Preference Shares in the capital of the Company as at the relevant Dividend Reference Date or the rates notified by the Clearing Banks do not accurately reflect the cost to such Clearing Banks of obtaining such deposits; or

- (iii) the Company determines that, by reason of circumstances affecting the London Inter-Bank Market, adequate or fair means do not or will not exist for determining the rate applicable for twelve month sterling deposits, the Company shall promptly notify every holder of Irredeemable Preference Shares and negotiate with the holders of Irredeemable Preference Shares an alternative basis for calculating the value of 'A'.
- (d) If an alternative basis for calculating the value of 'A' is not agreed among the Company and the holders of Irredeemable Preference Shares within 10 days of the Company becoming aware that the conditions in (c) above are satisfied, the value of 'A' shall be determined by an independent bank appointed by agreement between the Company and the holders of Irredeemable Preference Shares or, in the event of a failure to reach such an agreement, appointed on the application of the Company or any holder of Irredeemable Preference Shares by the President for the time being of the Law Society of England and Wales.

8.1.1.5 The Irredeemable Preference Shares shall not confer upon the holders thereof any right to participate in the profits of the Company beyond the Preferential Dividend.

8.1.2 Capital

8.1.2.1 On a distribution of assets on a winding up or other return of capital, the surplus assets of the Company remaining after payment of its liabilities shall be paid in the following order of priority:

- (a) first, in repaying to the holders of Irredeemable Preference Shares the nominal value paid up on each such Irredeemable Preference Share held by them on the date of the distribution or other return;
- (b) secondly, in paying to the holders of Irredeemable Preference Shares any amount of the Preferential Dividend due but unpaid on the date of the distribution or other return;

- (c) thirdly, in paying to the holders of Irredeemable Preference Shares £0.99 per each Irredeemable Preference Share held by them on the date of the distribution or other return; and
- (d) thereafter, any surplus shall be paid to the holders of Ordinary Shares pro rata.

8.1.2.2 The Irredeemable Preference Shares shall not confer upon the holders thereof any further right to participate in the assets of the Company available for distribution among the members of the Company.

8.1.3 Voting

The Irredeemable Preference Shares shall not confer upon the holder thereof any right to receive notice of, attend or vote at a General Meeting."

SHARES

- 9. The directors are generally and unconditionally authorised for the purposes of section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years, from the date of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. This authority may, at any time (subject to the said section 80), be renewed, revoked or varied by ordinary resolution of the Company in general meeting.
- 10. Subject to the provisions of these articles and the Act, the directors may allot, grant options over or otherwise dispose of the shares in the original capital and any new shares that may be created to such persons at such times and on such terms as they think proper and the provisions of section 89(1) and section 90(1) to (6) inclusive of the Act shall not apply to the allotment of any shares in the Company.
- 11. The Company in general meeting may give the directors any authority required under section 80 of the Act in respect of relevant securities as defined in that section and any such authority may be general or for a particular exercise of the powers requiring such authority and may be unconditional or subject to conditions; provided that any such authority shall state the maximum number of relevant securities to which it applies and the date being not more than five years from the date of the passing of the resolution granting the authority on which the authority will expire.

TRANSFER OF SHARES

- 12. The directors may, in their absolute discretion and without giving any reason for so doing, refuse to register any transfer of any share, whether or not it is a fully paid share.

PURCHASE OF OWN SHARES

- 13. Regulation 35 shall be modified by deleting the words "otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares" and substituting instead the words "whether out of its distributable profits or out of the proceeds of a fresh issue of shares or otherwise".

GENERAL MEETINGS

14. In regulation 41 the words "and if at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during an adjourned meeting such a quorum ceases to be present, the meeting shall stand dissolved" shall be added after the words "directors may determine".
15. A poll may be demanded at any general meeting by any one member present in person or by proxy and entitled to vote. Paragraph (b) of regulation 46 shall be modified accordingly and paragraphs (c) and (d) of that regulation shall not apply.

VOTES OF MEMBERS

16. The appointment of a proxy shall be in writing in any form which is usual or in such other form which the directors may approve, and shall be executed by or on behalf of the appointer.
 17. The appointment of 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:
 - 17.1 in the case of an appointment of a proxy by a form of proxy (which for the avoidance of doubt does not include an appointment contained in an electronic communication) be received at the office or such other place within the United Kingdom as may be specified in the notice convening the meeting and/or in any form of proxy or other accompanying document sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of proxy proposes to vote; or
 - 17.2 in the case of an appointment contained in an electronic communication, if an address has been specified for that purpose:
 - 17.2.1 in the notice convening the meeting, or
 - 17.2.2 in any form of proxy or other accompanying document sent out by the Company in relation to the meeting, or
 - 17.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
 - 17.3 in the case of a poll taken more than 48 hours after it is demanded, be received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - 17.4 if a meeting is adjourned for less than 48 hours or if a poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the adjourned meeting or at the meeting at which the poll was demanded to any director or the secretary,
- and an appointment of a proxy which is not received or delivered in accordance with this article 15 shall be invalid.

DIRECTORS

18. The minimum number of directors shall be one and, whilst there is only one director, he shall constitute a quorum for all directors' meetings. Regulations 64 and 89 shall be modified accordingly.
19. A director (including an alternate director) is not required to hold any qualification shares in the Company, but nevertheless shall be entitled to attend and speak at any general meeting of, and at any separate meeting of the holders of any class of shares in, the Company.
20. Any director (or his alternate) may validly participate in a meeting of directors or of a committee of directors through the medium of a conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall, accordingly, be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
21. A director (including an alternate director) who has disclosed his interest may vote as a director in regard to any contract or arrangement in which he has, directly or indirectly, an interest or on any matter arising out of any such contract or arrangement, and if he does so vote, his vote shall be counted, and he shall be counted in the quorum when any such contract or arrangement is under consideration.
22. Any director who, at the request of the board of directors, performs special or extraordinary services on behalf of the Company, or who goes to or resides in any place other than where he usually resides for the purpose of discharging his duties, may be paid such extra remuneration (whether by way of lump sum, salary, commission or participation in profits or otherwise) as the directors may determine.
23. The directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and uncalled capital and, subject to the provisions of the Act, to issue debentures, debenture stock and other securities, either outright or as security for any debts, liability or obligation of the Company or of any third party.
24. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an additional director.
25. A member or members holding a majority in nominal amount of the issued shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a director or directors, either to fill a casual vacancy or as an addition to the existing directors and to remove from office any director howsoever appointed. Every such appointment or removal shall be in writing and signed by or on behalf of the member or members making the same and shall take effect on delivery to the Company.
26. The Company may at any time and from time to time by ordinary resolution appoint any person or persons to be a director or directors, either to fill a casual vacancy or as an addition to the existing directors and, without prejudice to the provisions of the Act, may at any time remove a director from office provided that any such removal shall be without prejudice to any claim such director may have for breach of any contract of service between him and the Company.

27. No director shall be required to vacate his office as a director and no person shall be disqualified from being appointed as a director by reason of his attaining or having attained the age of seventy.
28. The last sentence of regulation 84 shall not apply.

DIRECTORS' GRATUITIES AND PENSIONS

29. The directors may grant retirement pensions or annuities or other gratuities or allowances, including allowances on death, to any person or to the widow of or dependants of any person in respect of services rendered by him to the Company whether as managing director or in any other office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company or any predecessor in business of the Company or of any such subsidiary, including a director or former director of the Company, and the Company may make payments towards insurance or trusts for such purposes in respect of any such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

INFORMATION

30. Any member of the Company, if asked by the directors, must give all information in his possession or power (supported, if required by the directors, by a statutory declaration) relating to or which, in the opinion of the directors, might relate to the status of the Company as a close company within the meaning of section 414 of the Income and Corporation Taxes Act 1988 or any statutory modification or re-enactment of it. If a member fails to comply with any such request by the directors to the satisfaction of the directors within a period of three months from the date of any such request, no dividends declared on any shares in the Company held by him shall be paid to such member until he has complied, but all such dividends shall, in the meantime, be retained by the Company without any liability to pay interest in respect of them.

THE SEAL

31. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed or which is intended to take effect as if executed under the seal and, unless otherwise so determined, any such instrument may be signed by any director and the secretary, or by any two directors.

NOTICES

32. Any notice or other document to be served on or by or delivered to or by any person pursuant to these articles (other than a notice calling a meeting of the directors) shall be in writing and shall be served or delivered in accordance with articles 31 and 32 or article 33 as the case may be.
33. Any notice or other document may only be served on, or delivered to, any member by the Company:
- 33.1 personally;
 - 33.2 by sending it through the post in a prepaid envelope addressed to the member at his registered address (whether such address be in the United Kingdom or otherwise);

- 33.3 by delivery of it by hand to or leaving it at that address in an envelope addressed to the member;
- 33.4 except in the case of a share certificate and only if an address has been specified by the member for such purpose, by electronic communication.
34. In the case of joint holders of a share, all notices and other documents shall be given to the person named first in the register in respect of the joint holding and notice so given shall be sufficient notice to all joint holders.
35. Any notice or other document may only be served on, or delivered to, the Company by anyone:
- 35.1 by sending it through the post in a prepaid envelope addressed to the Company or any officer of the Company at the office or such other place in the United Kingdom as may from time to time be specified by the Company;
- 35.2 by delivery of it by hand to the office or such other place in the United Kingdom as may from time to time be specified by the Company;
- 35.3 if an address has been specified by the Company for such purpose (and in the case of an appointment of a proxy such address has been specified in a document or other communication referred to in article 15), by electronic communication.
36. Any notice or other document (other than the appointment of a proxy):
- 36.1 addressed to the recipient in the manner prescribed by these articles shall, if sent by post, be deemed to have been served or delivered:
- 36.1.1 (if prepaid as first class) 24 hours after it was posted; and
- 36.1.2 (if prepaid as second class) 48 hours after it was posted;
- 36.2 not sent by post but delivered by hand to or left at an address in accordance with these articles shall be deemed to have been served or delivered on the day it was so delivered or left;
- 36.3 sent by electronic communication shall be deemed to have been served or delivered 48 hours after it was sent and in proving such service it shall be sufficient to produce a transaction report or log generated by a fax machine which evidences the fax transmission or a confirmation setting out the total number of recipients sent to or each recipient to whom the message was sent as the case may be.

INSURANCE

37. The directors may exercise all the powers of the Company to purchase and maintain policies of insurance providing insurance cover up to such limit or limits as the directors may decide for the directors or any of them and any other officer (including former directors and other officers) or auditor of the Company against liability for negligence or default, breach of duty or breach of trust or any other liability in relation to the affairs of the Company which may be lawfully insured against.

Company No. 4636796

DEPARTMENT OF ENTERPRISE
TRADE AND INVESTMENT

12 JUN 2006

POST RECEIVED

EXTEC SCREENS AND CRUSHERS LIMITED (Company)

**Written Resolution pursuant to
Section 381A Companies Act 1985 (as amended)**

We, the undersigned, being all the members of the Company for the time being entitled to receive notice of and to attend and vote at general meetings of the Company, hereby pass the following resolutions as Special Resolutions of the Company pursuant to section 381A of the Companies Act 1985 (as amended) and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed as Special Resolutions at a general meeting of the Company duly convened and held.

SPECIAL RESOLUTIONS

- 1 That the provisions of the documents to which the Company is a party listed in the appendix to this Written Resolution (**Documents**), which the Company is proposing to enter into in connection with the acquisition by Inhoco 3259 Limited of the entire issued share capital of the Company's ultimate holding company Extec Holdings Limited (**Parent**), be and are hereby approved (copies of such Documents having been supplied to the members of the Company prior to the signing of this Written Resolution) and subject to such changes as the Company's Directors, in their absolute discretion, think fit.
- 2 That, notwithstanding that the execution by the Company of the Documents and the performance of its obligations thereunder would constitute the giving by the Company of financial assistance within section 151-158 of the Companies Act 1985, the giving of financial assistance by the Company in the form and on the terms set out in Form 155(6)(a) (including the auditors' report attached thereto) (a copy of which having been supplied to the members of the Company prior to the signing of this Written Resolution) be and is hereby approved.
- 3 That notwithstanding that the execution of Extec Screens and Crushers (NI) Limited (**Extec NI**) of the Documents, to which it is a party and the performance of its obligations thereunder would constitute the giving by Extec NI of financial assistance in the form and on the terms set out in the Form 155(6)(b) (including the auditors' report attached thereto) (a copy of which having been supplied to the members of the Company prior to the signing of this Written Resolution) be and is hereby approved.
- 4 That the Articles of Association of the Company be amended by the addition of the following as a New Article 12A:
 - '12A Notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:-
 - 12A.1 is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a "**Secured Institution**"); or
 - 12A.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
 - 12A.3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not.

The Company shall have no lien on any shares which have been charged by way of security to a Secured Institution and the provisions of Regulations 8 to 11 (inclusive) of Table A relating to liens over shares shall not apply in respect of any such shares.'

- 5 That the Memorandum of Association of the Company be amended by deleting the existing paragraph 3.6 and replacing it with the following:

"To lend and advance money or give credit to any company, firm or person with or without security and on such terms as the Company may approve and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to give guarantees and indemnities of all kinds and (without prejudice to the generality of the foregoing) to guarantee either by personal covenant or by way of indemnity or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by all three such methods, the performance of the contracts or obligations and the payment of the capital or principal (together with any premium) or and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's holding company, or subsidiary company or otherwise associated with the Company in business."


Signed by
Extec (UK) Limited

Date: 20/12/05

Appendix

The Documents

1. A facilities agreement for the provision of a £54,000,000 term loan facility and a £10,000,000 revolving credit facility (**Facilities Agreement**) to be made between, amongst others, Inhoco 3259 Limited (the **Purchaser**), the Company, Extec NI and Allied Irish Banks, p.l.c. (the **Bank**) acting in various capacities. The Facilities Agreement at clause 23 contains a guarantee and indemnity;
2. An inter-company loan agreement (**Inter-company Loan Agreement**) for the provision of loan facilities to be made available by the Company and Extec NI, amongst others, to the Purchaser and to be made between the Purchaser and the Company amongst others;
3. A mortgage debenture (**Debenture**) to be given by the Company to the Bank securing, among other obligations, sums due under the Facilities Agreement.
4. A fixed charge (**Fixed Charge**) to be given by the Company to the Bank (in its capacity as Security Trustee) in relation to shares the Company owns in Extec NI and property in Northern Ireland, securing among other obligations sums due under the Facilities Agreement.
5. A debenture granted by Extec NI to the Bank (in its capacity as Security Trustee) securing, among other obligations sums due under the Facilities Agreement.