

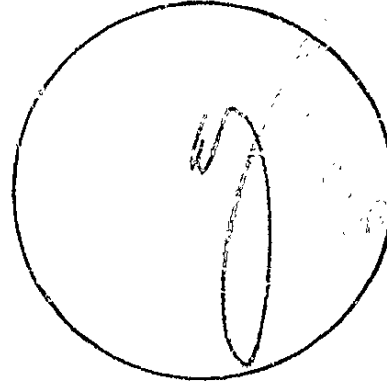
No. of
Company

368354



[C.A. 1.]
20-1-29.

THE COMPANIES ACT, 1929.



A 5/-
Companies'
Registration
Fee Stamp
to be
impressed
here.

**Declaration of Compliance with the Requirements of the
Companies Act, 1929, on Application for Registration
of a Company.**

REGISTERED
21 JUL 1941

Pursuant to Section 15 (2).

Name
of
Company

HARPER & THOMAS

Limited.

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS.

London Wall, London, E.C.2, Parliament Street, London, S.W.1 ;
and 8, Newhall Street, Birmingham, 3.

Presented by

I, PHILIP POTLON HARPER

of 22, Coronation Crescent Madeley in the County

of Salop

(a) "A Solicitor of
the Supreme Court (or
in Scotland an Enrolled
Law Agent) engaged
in the formation,"

or
"A Person named in
the Articles of Asso-
ciation as a Director
or Secretary."

Do solemnly and sincerely declare that I am a person named in

the Articles of Association as a Director and

Secretary

of HARPER & THOMAS

Limited

and That all the requirements of the Companies Act, 1929,
in respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with. And I make
this solemn Declaration conscientiously believing the same to be true and
by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at Wolverhampton in the

County of Stafford

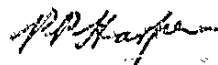
the 16th day of July

one thousand nine hundred and forty one

Before me,



A Commissioner for Oaths.



No. of Company. 368552

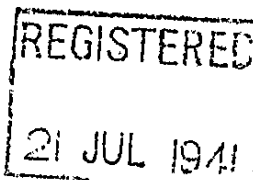
2

[G.A. 30]
21-5-40.



HARPER & THOMAS

LIMITED.



STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891. (NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100—Section 41, Finance Act, 1933.)

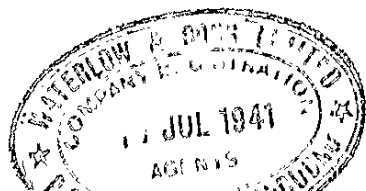
This Statement is to be filed with the Memorandum of Association or other Document, when the Company is registered.

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and 8, Newhall Street, Birmingham, 3.

Printed by



The NOMINAL CAPITAL of HARPER & THOMAS

Limited

is £ 5,000 divided into 5,000 shares of £ 1 each

Signature P.P. Harper.

Director and Secretary

State whether Director, or Manager, or Secretary.

Date 16th day of July 1941.

368254 13

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.



MEMORANDUM OF ASSOCIATION

- of -

HARPER & THOMAS LIMITED.

REGISTERED

21 JUL 1941

1. The name of the Company is "HARPER & THOMAS 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 either in connection with the business mentioned in Clause 3(b) hereof or as distinct and separate businesses at such places in the United Kingdom or elsewhere, as may be determined by the Directors of the Company, all or any of the trades or businesses following:- To purchase, deal in, sell as merchants, or on commission, or otherwise at home or abroad or manufacture make merchantable, search for, collect, win, get, quarry, crush, smelt, calcine, refine, dress, reduce, work export, import, and dispose of slag, raffel, quartz, stone, road metal, sand, gravel, lime, limestone and other minerals, bricks, brick-earth, tiles, quarries, concrete, statuary, walling, and flooring materials, timbers, and all other kinds of building materials, pipes, cement, and all articles composed or usually made of concrete clay, mortar, pottery, earthenware, china, terra cotta, and ceramic ware, and all earth of all kinds, iron, iron ore, iron stone, limestone, lead, coal, coke, patent fuels, steel and other metals, minerals and other substances of a like nature whatsoever, and tap and flue cinder scale swarf, and artificial or reconstructed stone whether for building, paving or other purposes.

(b) To carry on the trades or businesses of general contractors, lime burners, road and pavement makers, general carriers, haulage contractors, mine owners, quarry owners, and stone merchants, chemical producers, manufacturing chemists, and as builders and contractors for the erection, maintenance and sale of dwellinghouses or other houses, offices, brick kilns, furnaces, coke ovens, gas works, electric lighting plant, water works, and lime kilns.

(c) To purchase or by any other means acquire any freehold leasehold or other property for any estate or interest whatever and any rights privileges or easements over or in respect of any property and any brickfields, beds of clay, earths or other substances of a like nature, mines, quarries, mining ground or minerals, collieries, kilns, furnaces, foundries, buildings, offices, factories, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things and all machinery materials and things applicable or used as accessory thereto,

and to let or supply all or any of the things hereinbefore specified, to coal proprietors, railway and other companies, and other persons from year to year or for a term of years or otherwise, at annual or other rents and of repairing and maintaining the same respectively whether belonging to this Company or not and to sell, exchange, build, manufacture or otherwise deal in the same respectively.

(d) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills or works, wharves, roads, railways, tramways, machinery engines, walls, fences, banks, dams, sluices, or watercourses and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.

(e) To carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of, or render profitable any of the Company's property or rights.

(f) To acquire by purchase and take over as a going concern and carry on, develop and extend the trade or business of Harper & Thomas now carried on by Dora Harper the Wife of Arthur Ernest Harper at Coalport in the County of Salop, together with all the personal property and assets of that business used in connection therewith or belonging thereto.

(g) With a view to such sale and purchase, to enter into and carry into effect (either with or without modification) an Agreement which has already been prepared and is expressed to be made between Dora Harper of the one part and this Company of the other part, a copy whereof has for the purpose of identification been endorsed with the signatures of the Subscribers hereto.

(h) To purchase or otherwise acquire any patents, brevets d'inventions, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use any invention 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 benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property and rights so acquired.

(i) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, which may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(j) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any person or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company.

(k) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or about to carry on any business which this

Company is authorized to carry on, or any business or transaction capable of being conducted so as to benefit this Company. To take, or otherwise acquire, and hold shares in any other Company having objects altogether, or in part, similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

(l) Generally to purchase, take on lease, exchange, hire or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain and alter pull down remove or replace any buildings or works necessary or convenient for the purposes of the Company.

(m) To sell the undertaking of the Company, or any part thereof, or any agency connected therewith for such consideration as the Company may think fit, and in particular for shares partly or fully paid up debentures, debenture stock or securities of any other company, whether actually incorporated and existing, or proposed to be formed or promoted by the Purchaser or otherwise:

(n) To promote, finance, or assist any other company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

(o) To raise or borrow, or secure the payment of money for the purpose of the Company, upon such terms and on such security as may seem to the Company expedient, and in particular by the issue of debentures or debenture stock, whether perpetual or not, and charged upon the whole or any part of the property of the Company, both present and future including its uncalled capital. ✓

(p) To make and execute any deed, Indenture, Agreement, Appointment or other legal or notarial act or document which may be necessary, expedient or desirable for effectuating or carrying out any matter or transaction within the powers of the Company or which may be incidental thereto or connected therewith, and to draw, accept, endorse, discount and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants, and other negotiable, commercial or transferable instruments or securities.

(q) To pay all preliminary expenses of the Company and any company formed or promoted by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

(r) To invest and deal with the moneys of the Company not immediately required in such manner as may be from time to time determined.

- (s) To lend money to such person and on such terms as may seem expedient.
- (t) To give any guarantee or indemnity as may seem expedient.
- (u) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property of the Company.
- (v) To distribute by way of dividend or otherwise any of the property of the Company in specie.
- (w) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by, or through trustees, agents, or otherwise and either alone or in conjunction with others.
- (x) To procure the Company to be registered or recognised, and to establish and maintain local registers, agencies and branch places of business in any colony or dependency, or in any foreign country or place.
- (y) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, or by the publication of books and periodicals, and by granting prizes, rewards and donations.
- (z) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the employes or ex-employes of the Company, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful objects.
- (aa) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The liability of the Members is limited.
5. The share capital of the Company is £5,000 divided into 5,000 shares of £1 each.
6. Subject to the provisions of Section 61 of the Companies Act 1929 the Company has power from time to time to increase or reduce its capital, and to issue any shares in the original or new capital as Ordinary, Preferred or Deferred Shares, and to attach to any class or classes of such shares any preferences, rights, privileges, or priorities in payment of dividends or distribution of assets, or otherwise over any other shares, or to subject the same to any restrictions, limitations, or conditions, and to vary the regulations of the Company as far as necessary to give effect to the same and upon the sub-division of a share to apportion the right to participate in profits in any manner as between the shares resulting from such sub-division.

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, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<p><i>Lora Harper</i> <i>Trydale</i> <i>Coalfort</i> <i>Salop</i></p> <p><i>Wife of Arthur Ernest Harper one</i> <i>Philip Pointon Harper.</i> <i>82, Coronation Crescent,</i> <i>Madeley.</i> <i>Salop.</i> <i>horry driver.</i></p>	<p><i>One.</i></p>

DATED the 16th day of *July* 1941.

WITNESS to the above Signatures :-

John W. Brown,
Solicitor,
Wolverhampton.



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.



ARTICLES OF ASSOCIATION

- of -

HARPER & THOMAS LIMITED.



PRELIMINARY.

1. Subject as hereinafter provided, the regulations in Table "A" in the First Schedule to the Companies Act, 1929, shall apply to this Company.
2. The Company shall forthwith enter into and carry into effect the Agreement referred to in Clause 3 Sub-Clause (g) of the Memorandum of Association with such (if any) modification or alterations as may be agreed upon whether before or after the execution thereof. It is hereby expressly declared that no objection shall be taken to the said Agreement or any such modification thereof as aforesaid nor shall any promoter or Director be liable to account to the Company for any profit or benefit derived by him under the said Agreement, by reason of any Promoter or Director of the Company being a Vendor to the Company or otherwise interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendor without any independent valuation having been made or of the Board of Directors not being in the circumstances an independent Board but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Agreement, including any such modification as aforesaid, and to have assented to all the terms thereof.
3. The Company shall be a private Company pursuant to the Companies Act, 1929, and for this purpose the number of the Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be Members of the Company) shall be limited to Fifty.
4. The Company shall not issue to the public any invitation to subscribe for any shares or debentures of the Company.

SHARES AND CERTIFICATES.

5. Subject always to Articles 3 and 4 hereof and to the provisions of the Agreement referred to in Article 2 hereof, and subject also to the provisions of Clause 35 of Table A the Shares shall be under the control of the Directors, who may allot and dispose of the same to such persons, on such terms and in such manner as they think fit. Shares may be issued at par or at a premium, and subject to the provisions of Section 47 of the Companies Act, 1929, shares may be issued at a discount.

6. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls and such calls may be made payable by instalments.
7. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any shares as the absolute owner thereof, and shall not, except as ordered by a Court of competent jurisdiction, be under any obligation to recognise any trust or equity or equitable claim to or interest in such share on the part of any other person, whether or not it shall have express or any other notice thereof.

TRANSFER OF SHARES.

8. (A) No share shall, save as provided by Clause (H) of this Article, be transferred to a person who is not a Member, so long as any Member or any person selected by the Directors as one whom it is desirable in the interest of the Company to admit to Membership is willing to purchase the same at the fair value.

(B) In order to ascertain whether any Member or person selected as aforesaid is willing to purchase a share, the proposing transferor shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the denoting numbers of the shares which he desires to sell and shall constitute the Company his Agent for the sale of the share to any Member of the Company, or person selected as aforesaid, at the price so fixed in accordance with these Articles. The transfer notice may include several shares, and in such case operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(C) If the Company shall within the space of twenty-eight days after being served with such notice find a Member or person willing to purchase the shares (hereinafter called "the purchasing Member") and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the share to the purchasing Member, who shall be bound to complete the purchase within 7 days from the service of such last mentioned notice. The Directors shall with a view to finding a purchasing member offer any shares comprised in a transfer notice to Dora Hooper *Harper* so long as she shall be Permanent Managing Director and if she shall not desire to exercise her option to purchase then to the person then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company and shall limit a time within which such offer if not accepted will be deemed to be declined and the Directors shall make such arrangements as regards the finding of a purchasing member for any shares not accepted by a member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable.

(D) At the Ordinary General Meeting in each year the Company shall by resolution fix the price at which the shares of each class for the time being forming part of the capital of the Company may be purchased in pursuance of a transfer notice. The price

for this purpose shall, until the first Ordinary General Meeting of the Company to be held in the year 1942, not exceed the nominal or face value of the Shares (unless some other value for this purpose shall be previously fixed by the Company at an Extraordinary General Meeting, in which case the price shall not exceed such fixed value), and if from any cause such value shall not be fixed at the Ordinary General Meeting in any year then such value last fixed shall continue until another fixing of such value at an Ordinary General Meeting of the Company.

(E) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the share, the Company may receive the purchase-money, and shall thereupon cause the name of the purchasing Member to be entered in the Register as the holder of the share, and shall hold the purchase-money in trust for the proposing transferor. The receipt of the Company for the purchase-money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(F) If the Company shall not within the space of twenty-eight days after being served with a transfer notice find a Member willing to purchase the shares, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Clause (I) of this Article, to sell and transfer the shares or those not placed to any person and at any price.

(G) The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any notice served on the Company, pursuant to Clause (B) of this Article, shall be offered to the Members, and as to their rights in regard to the purchase thereof, and in particular may give any Member or class of Members a preferential right to purchase the same.

(H) Any share of a deceased Member may be transferred by his executors or administrators to any son, daughter, widow or widower of such deceased Member, and Clause (A) of this Article shall not apply to any transfer authorized by this clause.

(I) The Directors may refuse to register any transfer of a share (a) where the Company has a lien on the share; (b) where it is not proved to their satisfaction that the proposed transferee is a responsible person; (c) where the Directors are of an opinion that the proposed transferee is not a desirable person to admit to Membership, but notice of such refusal to register shall be sent to the transferee in accordance with the provisions of Section 66 of the Companies Act 1929. But paragraphs (b) and (c) of this clause shall not apply where the proposed transferee is already a Member, nor to a transfer made pursuant to Clause (H) of this Article.

BORROWING POWERS.

9. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, but so that the whole amount so raised or borrowed and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital

of the Company for the time being issued or agreed to be issued. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present or future, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

MEETINGS.

10. An instrument appointing a proxy may appoint several persons in the alternative, and Clause 61 of Table "A" shall be modified accordingly.
11. Two Members personally present at a General Meeting of the Company shall be a quorum, and Clause 45 of Table "A" shall be modified accordingly.

DIRECTORS.

12. Dora Harper, Edgar Burnett Harper, Arthur Roy Harper, Philip Pointon Harper and Paul Harper shall be the first Directors of the Company. The said Dora Harper shall be Permanent Managing Director of the Company and shall be entitled to hold such office so long as she shall live and holds in her own right Five hundred Ordinary Shares in the Company or until she resigns the office. The qualification of a Director not being Permanent Managing Director shall be the holding in his own right of Fifty Ordinary Shares of the Company. The qualification shall be acquired within one month after appointment. Article 19 hereof and Clauses 73 to 77 and Clause 80 of Table "A" shall not apply to a Permanent Managing Director.
13. The Directors, including the Permanent Managing Director, shall not be less than two nor more than five. Article 77 of Table "A" shall not apply.
14. The said Dora Harper whilst she holds the office of Permanent Managing Director may from time to time and at any time appoint any other person to be an Ordinary Director of the Company, and at any time remove any Director and may at any time convene a General Meeting of the Company and shall have power to appoint the ordinary Directors and to fix their remuneration and whilst she retains the said office she shall have authority to exercise all the powers, authorities and discretions by these presents expressed to be vested in the Directors generally, and shall be entitled to such remuneration as shall be fixed by her in General Meeting. Every such appointment or removal must be in writing under the hand of the person making the same.
15. The Company may from time to time or at any time appoint a person to act temporarily as substitute for the Secretary for the time being of the Company, and any person so appointed shall, while so acting, be deemed for all purposes to be the Secretary of the Company. The first Secretary of the Company shall be Philip Pointon Harper of 82 Coronation Crescent Madeley in the County of Salop.

16. Unless otherwise determined by the Directors, two shall form a quorum at a Meeting of Directors.
17. A Resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted.
18. Articles 64, 65 and 66 of Table "A" shall not apply.

DISQUALIFICATION OF DIRECTORS.

19. The office of a Director shall be vacated :-
- (A) If he ceases to be a Director by virtue of Section 141 of the Companies Act 1929.
 - (B) If he becomes prohibited from being a Director by reason of any order made under Section 217 or Section 275 of the Companies Act 1929.
 - (C) If he becomes bankrupt or insolvent or compound with his creditors.
 - (D) If he becomes of unsound mind or be found a lunatic.
 - (E) If he be convicted of an indictable offence not being an offence under the Road Traffic Act 1930, or any statutory provisions in lieu or modification thereof and the other Directors resolve that in their opinion such offence involved fraud or dishonesty on his part.
 - (F) If he absent himself from the Meetings of the Directors for a period of six months, except through illness without special leave of absence from the other Directors.
 - (G) If he give the Directors one month's notice in writing that he resigns his office.

Clause 72 of Table "A" shall not apply.

20. A Director may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party, or in which he is interested, by reason of his being at the same time a Director of the Company; provided that such Director discloses to the Board, at or before the time when such contract, arrangement or dealing is determined upon, his interest therein, or if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest in accordance with the provisions of Section 149 of the Companies Act 1929. Except in respect of the Agreement referred to in Article 2 hereof no Director shall vote as a Director in regard to any Contract, arrangement or dealing in which he is interested, or upon any matter arising thereout, nor shall he be reckoned in estimating a quorum when any such contract, arrangement or deal is under consideration.

21. A Director may hold any other office or place of profit in the Company in conjunction with his Directorship, except that of Auditor and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors.

of the Company for the time being issued or agreed to be issued. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present or future, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

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15. The Company may from time to time or at any time appoint a person to act temporarily as substitute for the Secretary for the time being of the Company, and any person so appointed shall, while so acting, be deemed for all purposes to be the Secretary of the Company. The first Secretary of the Company shall be Philip Pointon Harper of 82 Coronation Crescent Madeley in the County of Salop.

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 - (D) If he becomes of unsound mind or be found a lunatic.
 - (E) If he be convicted of an indictable offence not being an offence under the Road Traffic Act 1930, or any statutory provisions in lieu or modification thereof and the other Directors resolve that in their opinion such offence involved fraud or dishonesty on his part.
 - (F) If he absent himself from the Meetings of the Directors for a period of six months, except through illness without special leave of absence from the other Directors.
 - (G) If he give the Directors one month's notice in writing that he resigns his office.

Clause 72 of Table "A" shall not apply.

20. A Director may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party, or in which he is interested, by reason of his being at the same time a Director of the Company; provided that such Director discloses to the Board, at or before the time when such contract, arrangement or dealing is determined upon, his interest therein, or if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest in accordance with the provisions of Section 149 of the Companies Act 1929. Except in respect of the Agreement referred to in Article 2 hereof no Director shall vote as a Director in regard to any Contract, arrangement or dealing in which he is interested, or upon any matter arising thereout, nor shall he be reckoned in estimating a quorum when any such contract, arrangement or deal is under consideration.
21. A Director may hold any other office or place of profit in the Company in conjunction with his Directorship, except that of Auditor and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors.

22. A copy of the balance sheet and documents annexed shall be kept at the Registered Office of the Company during the seven days prior to the date of the meeting at which the accounts are to be submitted, and such copy shall be open to the inspection of any member of the Company, but the Directors may, if they think fit, but not otherwise, send a copy of the balance sheet to each member of the Company.
23. Any General Meeting declaring a Dividend may resolve that such Dividend be paid wholly or in part by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways.
24. Any General Meeting may resolve that any moneys or other assets forming part of the undivided profits of the Company standing to the credit of the Reserve Fund or Profit and Loss Account or in the hands of the Company and available for Dividend be capitalised and distributed amongst such of the Members as would be entitled to receive the same if distributed by way of Dividend and in the same proportions of the footing that they become entitled thereto as Capital, and that all or any part of such capitalised sum be applied on behalf of such Members in paying up in full either at par or at such premium as the resolution may provide any unissued Shares or Debentures or Debenture Stock of the Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued Shares or Debentures or Debenture Stock and that such distribution or payment shall be accepted by such Members in full satisfaction of their interest in the said Capitalised sum.
25. For the purpose of giving effect to any resolution under the two last preceding Articles the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any Members upon the footing of the value so fixed and may vest any such specific assets or cash in trustees upon such trusts for the persons entitled to the Dividend or capitalised sum as may seem expedient to the Directors. Where requisite a proper contract shall be delivered to the Registrar of Companies for registration in accordance with Section 42 of the Companies Act 1929, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the Dividend or capitalised sum and such appointment shall be effective.

WINDING UP.

26. With the sanction of an Extraordinary Resolution of the Shareholders, any part of the assets of the Company, including any shares in other Companies, may be divided between the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

INDEMNITY

27.

Subject to the provisions of Section 152 of the Companies Act 1929 every Director, Manager, Secretary and other officer or servant of the Company shall be indemnified by the Company against and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company, and have priority as between the Members over all other claims.

Names, Addresses and Descriptions of Subscribers.

Dora Harper
Grey Dale
Exceatport
Salop
Wife of Arthur Ernest Harper

Philip Pointon Harper.
82, Coronation Crescent,
Madley,
Salop.
Honry Driver.

D A T E D the 16th day of *July* 1941.

W I T N E S S to the above Signatures :-

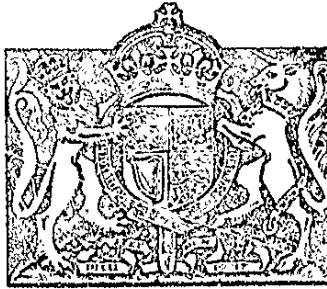
John W. Brown,
Solicitor,
Wolverhampton.

THIS IS TO CERTIFY that the within Memorandum and Articles of Association
are produced by lithographic printing by Waterlow & Sons Limited of London Wall,
E.C.2 and are in accordance with the Companies Act.

For and on behalf of Waterlow & Sons Limited

J. J. V. Taylor
for Manager.

No. 368554



Certificate of Incorporation

I Hereby Certify,

That

HARDER & THOMAS LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at ~~London~~ ^{Manila} this twenty-first day of July One Thousand Nine Hundred and forty-one.

R. Austin

Registrar of Companies.

Certificate received by

W. K. Granger for Waterlow & Sons

Manila

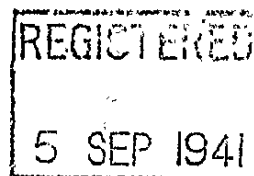
Date 21-7-41

The Directors of Harper & Thomas Limited, Ivydale
Salop.

I, DORA HARPER hereby authorise and request you to allot to JOAN MARY FOX Twenty Ordinary Shares of One Pound each agreed by the Agreement for Sale of Business dated the 30th day of July, 1941, and made between myself of the one part and Harper & Thomas Limited of the other part to be allotted to me or my nominees in part satisfaction of the consideration payable by Harper & Thomas Limited for the business of Harper & Thomas carried on by me thereby agreed to be sold to Harper & Thomas Limited.

DATED this 30th day of July, 1941.

Dora Harper



I, the said JOAN MARY FOX accept the above mentioned Shares and authorise my name to be put on the register in respect of them.

Joan Mary Fox

DATED this 30th day of July, 1941.

Witness to the above signatures:-

of Dora Harper:-

John L. Brown
Solicitor,
Wolverhampton.

of Joan Mary Fox.

Kathleen Rice.

"Chalet",

Chapel Road,
Jackfield Salop.

The Directors of Harper & Thomas Limited, Ivydale,
Salop.

I, DORA HARPER hereby authorise and request you to allot to SYDNEY BRIAN HARPER twenty Ordinary Shares of One Pound each agreed by the Agreement for Sale of Business dated the 30th day of July, 1941, and made between myself of the one part and Harper & Thomas Limited of the other part to be allotted to me or my nominees in part satisfaction of the consideration payable by Harper & Thomas Limited for the business of Harper & Thomas carried on by me thereby agreed to be sold to Harper & Thomas Limited.

DATED this 30th day of July, 1941.

REGISTERED
5 SEP 1941

Dora Harper

I, the said SYDNEY BRIAN HARPER accept the above mentioned Shares and authorise my name to be put on the register in respect of them.

S B Sydney B Harper

DATED this 30th day of July, 1941.

Witness to the above signatures:-

of Dora Harper.

John W. Brown
Solicitor,
Wolverhampton.

of Sydney Brian Harper

Kathleen Price
"Chalet"
Chapel Road
Jackfield. Salop.
Clerk.

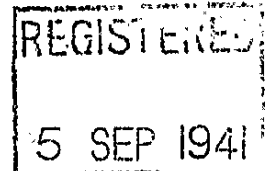
The Directors of Harper & Thomas Limited, Ivydale,
Salop.

I, DORA HARPER hereby authorise and request you to allot
to DOROTHY PAULINE HARPER twenty Ordinary Shares of One Pound
each agreed by the Agreement for Sale of Business dated the
30th day of July, 1941, and made between myself of the one
part and Harper & Thomas Limited of the other part to be
allotted to me or my nominees in part satisfaction of the
consideration payable by Harper & Thomas Limited for the
business of Harper & Thomas carried on by me thereby agreed
to be sold to Harper & Thomas Limited.

DATED this 30th day of July, 1941.



Dora Harper



I, the said DOROTHY PAULINE HARPER accept the above
mentioned Shares and authorise my name to be put on the
register in respect of them.

Dorothy Pauline Harper

DATED this 30th day of July, 1941.

Witness to the above signatures:-

of Dora Harper:-

John L. Brown
Solicitor,
Boltonhampton.

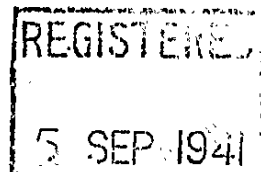
of Dorothy Pauline Harper.

Kathleen Price,
"Chalot"
Chapel Road,
Lackfield. Salop.

The Directors of Harper & Thomas Limited, Ivydale,
Salop.

I, DORA HARPER hereby authorise and request you to allot
to BETTY LLOYD Twenty Ordinary Shares of One Pound each agreed
by the Agreement for Sale of Business dated the 30th day of July,
1941 and made between myself of the one part and Harper &
Thomas Limited of the other part to be allotted to me or my
nominees in part satisfaction of the consideration payable by
Harper & Thomas Limited for the business of Harper & Thomas
carried on by me thereby agreed to be sold to Harper & Thomas
Limited.

DATED this 30th day of July, 1941.



Dora Harper

I, the said BETTY LLOYD accept the above mentioned Shares,
and authorise my name to be put on the register in respect
of them.

Betty Lloyd

DATED this 30th day of July, 1941.

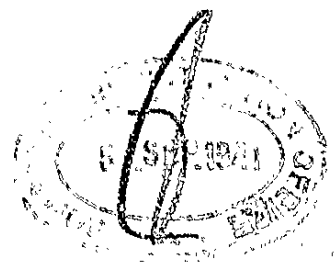
Witness to the above signatures:-

of Dora Harper:-

John W. Brown
Solicitor,
Wolverhampton.

of Betty Lloyd:-

Kathleen Price,
"Chalet"
Chapel Road,
Jackfield, Salop.

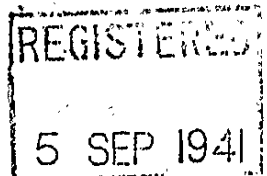


The Directors of Harper & Thomas Limited, Ivydale,
Salop.

I, DORA HARPER hereby authorise and request you to allot to
DORA MARJORIE HARPER twenty Ordinary Shares of One Pound each
agreed by the Agreement for Sale of Business dated the 30th day
of July, 1941 and made between myself of the one part and
Harper & Thomas Limited of the other part to be allotted to
me or my nominees in part satisfaction of the consideration
payable by Harper & Thomas Limited for the business of Harper
& Thomas carried on by me thereby agreed to be sold to Harper
& Thomas Limited.

DATED this 30th day of July, 1941.

Dora Harper



I, the said DORA MARJORIE HARPER accept the above mentioned
Shares and authorise my name to be put on the register in
respect of them.

Dora Marjorie Harper
DATED this 30th day of July, 1941.

Witness to the above signatures:-

of Dora Marjorie Harper.

John L. Brown

Solicitor,

Wolverhampton.

of Dora Marjorie Harper.

Kathleen Rice

"Chabel"

*Chapel Road,
Jackfield, Salop.*



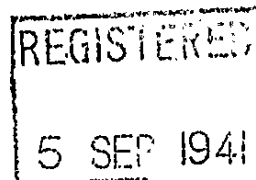
[Large handwritten signature]

81.607
7/13
The Directors of Harper & Thomas Limited, Ivydale,
Salop.



I, DORA HARPER hereby authorise and request you to allot
to PAUL HARPER two hundred Ordinary Shares of One Pound each
agreed by the Agreement for Sale of Business dated the 30th
day of July, 1941, and made between myself of the one part
and Harper & Thomas Limited of the other part to be allotted
to me or my nominees in part satisfaction of the consideration
payable by Harper & Thomas Limited for the business of Harper
& Thomas carried on by me thereby agreed to be sold to Harper
& Thomas Limited.

DATED this 30th day of July, 1941.



Dora Harper

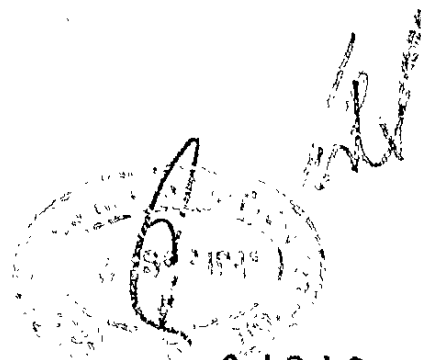
I, the said PAUL HARPER accept the above mentioned Shares
and authorise my name to be put on the register in respect
of them.

P. Harper

DATED this 30th day of July, 1941.

Witness to the above signatures:-

John L. Brown
Solicitor,
Wolverhampton.



TO:

368 203 / 14



The Directors of Harper & Thomas Limited, Ivydale Salop.

I, DORA HARPER, hereby authorise and request you to allot to ARTHUR ROY HARPER two hundred Ordinary Shares of One Pound each agreed by the Agreement for Sale of Business dated the 30th day of July, 1941, and made between myself of the one part and Harper & Thomas Limited of the other part to be allotted to me or my nominees in part satisfaction of the consideration payable by Harper & Thomas Limited for the business of Harper & Thomas carried on by me thereby agreed to be sold to Harper & Thomas Limited.

DATED this 30th day of July, 1941.

REGISTERED
5 SEP 1941

Dora Harper

I, the said ARTHUR ROY HARPER accept the above mentioned Shares, and authorise my name to be put on the register in respect of them.

Arthur Roy Harper

DATED this 30th day of July, 1941.

Witness to the above signatures:-

John W. Brown
Solicitor,
Wolverhampton.

A

TO:

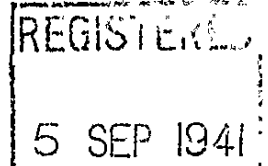
The Directors of Harper & Thomas Limited, Ivydale, Coalport,
Salop.

I, DORA HARPER, hereby authorise and request you to
allot to myself One thousand one hundred Ordinary Shares of
One Pound each agreed by the Agreement for Sale of Business
dated the 30th day of July, 1941, and made between myself
of the one part and Harper & Thomas Limited of the other
part to be allotted to me or my nominees in part satisfaction
of the consideration payable by Harper & Thomas Limited for
the business of Harper & Thomas carried on by me thereby
agreed to be sold to Harper & Thomas Limited.

DATED this 30th day of July, 1941.



Dora Harper



I, the said DORA HARPER, accept the above mentioned
Shares, and authorise my name to be put on the register
in respect of them.

Dora Harper

DATED this 30th day of July, 1941.

Witness to the above signatures:-

John L. Brown
Solicitor,
Wolverhampton.

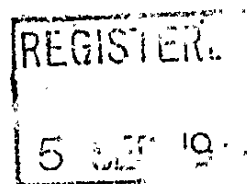
368204/16.
TO:



The Directors of Harper & Thomas Limited, Ivydale, ~~Salisbury~~ Southampton.
Salop.

I, DORA HARPER, hereby authorise and request you to allot to PHILIP POINTON HARPER Two hundred Ordinary Shares of One Pound each agreed by the Agreement for Sale of Business dated the 30th day of July, 1941 and made between myself of the one part and Harper & Thomas Limited of the other part to be allotted to me or my nominees in part satisfaction of the consideration payable by Harper & Thomas Limited for the business of Harper & Thomas carried on by me thereby agreed to be sold to Harper & Thomas Limited.

DATED this 30th day of July, 1941.



Dora Harper

I, the said PHILIP POINTON HARPER accept the above mentioned Shares and authorise my name to be put on the register in respect of them.

PP Harper

DATED this 30th day of July, 1941.

Witness to the above signatures:-

John L. Brown
Solicitor,
Southampton.

[Handwritten mark]

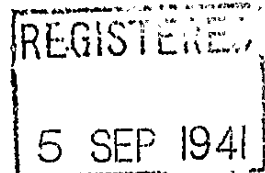
10:

The Directors of Harper & Thomas Limited, Ivydale, ~~Warrington~~,
Salop.

I, DORA HARPER, hereby authorise and request you to allot to EDGAR BURNETT HARPER two hundred Ordinary Shares of One Pound each agree by the Agreement for Sale of Business dated the 30th day of July, 1941, and made between myself of the one part and Harper & Thomas Limited of the other part to be allotted to me or my nominees in part satisfaction of the consideration payable by Harper & Thomas Limited for the business of Harper & Thomas carried on by me thereby agreed to be sold to Harper & Thomas Limited.

DATED this 30th day of July, 1941.

Dora Harper

I, the said EDGAR BURNETT HARPER accept the above mentioned Shares, and authorise my name to be put on the register in respect of them. *Edgar Burnett Harper.*

DATED this 30th day of July, 1941.

Witness to the above signatures:-

John L. Brown
Solicitor,
Liverpool.

[Handwritten marks and signatures]

Number of } 368254
Company }

[Form No. 103.]

THE COMPANIES ACT, 1948

Notice of

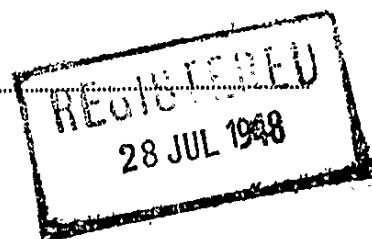
Place where the Register of Members is
kept, and of any change thereof

Pursuant to Section 110 of The Companies Act, 1948

NAME OF COMPANY

HARPER & THOMAS

LIMITED.



110-00896

Programs: "CERTIFICATE, ESTRAND, LONDON."

Telephone Number: Holborn 0434 (6 Lines).

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

16 Chancery Lane, London, W.C.2, and 13 Broad Street Place, E.C.2.

Presented by

HARPER & THOMAS LTD



A
Companies
Registration Fee
Stamp of 5s.
must be impressed
here

13/
8/
1948

Notice
of
Place where the Register of Members is kept,
and of any change thereof,
of

HARPER & THOMAS
LIMITED.

To the Registrar of Companies

HARPER & THOMAS **LIMITED**

hereby gives you Notice, in accordance with Section 110 of The Companies Act, 1948, that the place where the Register of Members is kept is
IVYDALE, COALPORT, SHROPSHIRE.

NOTE.

The Number or Name (if any) of the Premises together with the street or road, town and county should be given, together with the name or style of the Firm or Company having custody (if appropriate).

Signature.....*M. Harper*.....

Officer.....**Secretary**.....
(State whether Director or Secretary.)

Dated the **27th** day
of **July,** 19**48**

COMPANY 368251.

35

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

(Pursuant to The Companies Act, 1948, Section 141)

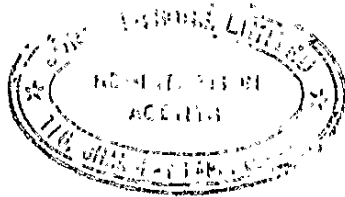
OF

HARPER & THOMAS LIMITED.

Passed the 27th day of November, 1954.

At an EXTRAORDINARY GENERAL MEETING of the above named Company, duly convened, and held at the Registered Office of the Company, Ivydale, Coalbrookdale, Shropshire, on the 27th November, 1954, the following SPECIAL RESOLUTION was duly passed:-

"That the Directors be and they are hereby authorised to borrow a further £14,000 (Fourteen Thousand Pounds) in addition to the present limit of £2,000 (Two Thousand Pounds) authorised by the Articles of Association of the Company, making a total of £16,000 (Sixteen Thousand Pounds) to mortgage charge or issue debentures on the whole or part of the Company's assets or property present or future including uncalled Capital by way of continuing security for any accounts and liabilities of the Company".



145



368 254/45

HARPER & THOMAS, LTD

QUARRY OWNERS & CONTRACTORS.

BAYSTON HILL QUARRY,
NE SHREWSBURY.

PHONE: BAYSTON HILL 351

DIRECTORS:
HARPER
HARPER
HARPER

REGISTERED OFFICE:
COALPORT,
SHROPSHIRE



er of Company 368254.

COMPANY LIMITED BY SHARES.

Copy of a Special Resolution taken at an Extraordinary General Meeting of the Company held on the 9th March, 1959.

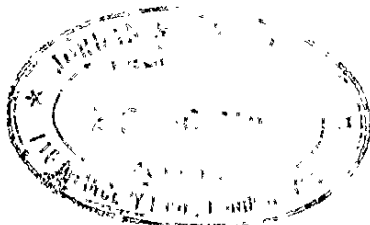
That the Directors be and they are hereby authorised to borrow a further £16000 (Seven Thousand Pounds) in addition to the present limit of £16000 (Seven Thousand Pounds), authorised by a Special Resolution taken at an Extraordinary General Meeting of the Members held on Saturday the 27th day of November, 1954, making a total of £23000 (Twenty Three Thousand Pounds) to mortgage or issue debentures on the whole or part of the Company's assets or property present or future including uncalled Capital by way of continuing security for any account and liabilities of the Company.

I hereby certify that the above is a true copy of a Special Resolution taken at an Extraordinary General Meeting of the Company held on the 9th, March, 1959.

FOR. HARPER & THOMAS LTD.

M. Harper.

(Secretary).



85.

COMPANY LIMITED BY SHARES

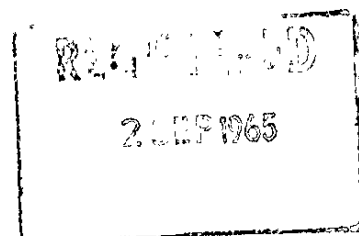
Special Resolutions

(Pursuant to Section 141(2))

OF

HARPER & THOMAS LIMITED

Passed 10th August, 1965



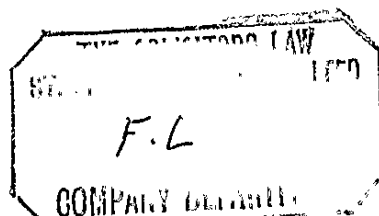
AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at the Company's registered office on August, 1965, the following SPECIAL RESOLUTIONS were duly passed :—

RESOLUTIONS

1. That the provisions of the Memorandum of Association of the Company with respect to its objects be altered by inserting in clause 3 thereof after paragraph (o) the following new paragraph to be numbered (oo) :—

“(oo) To guarantee either by personal 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 both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of, and dividends or interest on, any stocks, shares, debentures or securities of any corporation, firm or person, and in particular (but without limiting the generality of the foregoing) of any company which

82



368254/59.



Handwritten signature and initials.

The Companies Acts, 1929 and 1948

5/Res
D 52 58

Quarry slag, raffel
quartz-stone

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

HARPER & THOMAS LIMITED

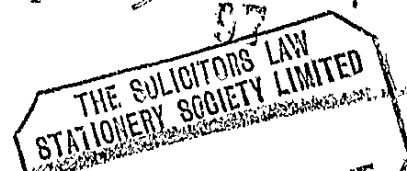
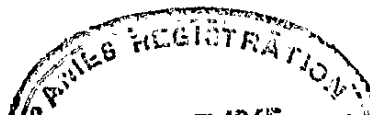
(As altered by Special Resolution passed on 19th August, 1965)

REGISTERED

19 OCT 1965

1. The name of the Company is "HARPER & THOMAS 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 either in connection with the business mentioned in Clause 3 (B) hereof or as distinct and separate businesses, at such places in the United Kingdom or elsewhere, as may be determined by the Directors of the Company, all or any of the trades or businesses following :—To purchase, deal in, sell as merchants, or on commission, or otherwise at home or abroad or manufacture, make merchantable, search for, collect, win, get, quarry, crush, smelt, calcine, refine, dress, reduce, work export, import, and dispose of slag, raffel, quartz, stone, road metal, sand, gravel, lime, limestone and other minerals, bricks, brick-earth, tiles, quarries, concrete, statuary, walling and flooring materials, timbers, and all other kinds of building materials, pipes, cement and all articles composed or usually made of concrete, clay, mortar, pottery, earthenware, china, terra cotta, and ceramic ware, and all earth of all kinds, iron, iron ore, iron stone, limestone, lead, coal, coke, patent fuels, steel and other metals, minerals and other substances of alike nature whatsoever, and tap and flue cinder scale swarf, and artificial or reconstructed stone whether for building, paving or other purposes.

38922



- (B) To carry on the trades or businesses of general contractors, lime burners, road and pavement makers, general carriers, haulage contractors, mine owners, quarry owners, and stone merchants, chemical producers, manufacturing chemists, and as builders and contractors for the erection, maintenance and sale of dwellinghouses or other houses, offices, brick kilns, furnaces, coke ovens, gas works, electric lighting plant, water works, and lime kilns.
- (C) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever and any rights, privileges or easements over or in respect of any property and any brickfields, beds of clay, earths or other substances of a like nature, mines, quarries, mining ground or minerals, collieries, kilns, furnaces, foundries, buildings, offices, factories, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things and all machinery materials and things applicable or used as accessory thereto, and to let or supply all or any of the things hereinbefore specified, to coal proprietors, railway, and other companies, and other persons from year to year or for a term of years or otherwise, at annual or other rents and of repairing and maintaining the same respectively whether belonging to this Company or not and to sell, exchange, build, manufacture or otherwise deal in the same respectively.
- (D) To build, construct, maintain, alter, enlarge, pull down and remove, or replace any buildings, offices, factories, mills, or works, wharves, roads, railways, tramways, machinery engines, walls, fences, banks, dams, sluices, or watercourses and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.
- (E) To carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of, or render profitable any of the Company's property or rights.
- (F) To acquire by purchase and take over as a going concern and carry on, develop and extend the trade or business of Harper & Thomas now carried on by Dora Harper

the Wife of Arthur Ernest Harper at Coalport in the County of Salop, together with all the personal property and assets of that business used in connection therewith or belonging thereto. ✓

- (G) With a view to such sale and purchase, to enter into and carry into effect (either with or without modification) an Agreement which has already been prepared and is expressed to be made between Dora Harper of the one part and this Company of the other part, a copy whereof, has for the purpose of identification been endorsed with the signatures of the Subscribers hereto. ✓
- (H) To Purchase or otherwise acquire any patents, brevets d'inventions, licences, concessions and the like conferring any exclusive or non-exclusive or limited right to use any invention 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 benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property and rights so acquired. ✓
- (I) To enter into any arrangements with any governments or authorities supreme, municipal, local or otherwise, which may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply any such arrangements, rights, privileges and concessions. ✓
- (J) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any person or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company. ✓
- (K) To enter into partnership or into any arrangement for sharing profits or to amalgamate with any person or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business or transaction capable or being conducted so as to benefit this Company. To take, or otherwise acquire, and hold shares in any other Company having objects altogether, or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company. ✓

- (L) Generally to purchase, take on lease, exchange, hire or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain and alter, pull down, remove or replace any buildings or works necessary or convenient for the purposes of the Company.
- (M) To sell the undertaking of the Company, or any part thereof, or any agency connected therewith for such consideration as the Company may think fit, and in particular for shares partly or fully paid up debentures, debenture stock or securities of any other company, whether actually incorporated and existing, or proposed to be formed or promoted by the Purchaser or otherwise.
- (N) To promote, finance, or assist any other company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (O) To raise or borrow, or secure the payment of money for the purpose of the Company, upon such terms and on such security as may seem to the Company expedient, and in particular by the issue of debentures or debenture stock, whether perpetual or not, and charged upon the whole or any part of the property of the Company, both present and future including its uncalled capital.
- (OO) To guarantee either by personal 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 both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of, and dividends or interest on, any stocks, shares, debentures or securities of any corporation, firm or person, and in particular (but without limiting the generality of the foregoing) of any company which is for the time being the Company's holding company, as defined by section 154 of the Companies Act, 1948, or another subsidiary, as defined by the said section, of the Company's holding company, or otherwise associated with the Company in business.

- (P) To make and execute any Deed, Indenture, Agreement, Appointment or other legal or notarial act or document which may be necessary, expedient or desirable for effectuating or carrying out any matter or transaction within the powers of the Company or which may be incidental thereto or connected therewith, and to draw, accept, endorse, discount and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants, and other negotiable, commercial or transferable instruments or securities.
- (Q) To pay all preliminary expenses of the Company and any company formed or promoted by the Company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (R) To invest and deal with the moneys of the Company not immediately required in such manner as may be from time to time determined.
- (S) To lend money to such person and on such terms as may seem expedient.
- (T) To give any guarantee or indemnity as may seem expedient.
- (U) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property of the Company.
- (V) To distribute by way of dividend or otherwise any of the property of the Company in specie.
- (W) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by, or through trustees, agents, or otherwise and either alone or in conjunction with others.
- (X) To procure the Company to be registered or recognised, and to establish and maintain local registers, agencies and branch places of business in any colony or dependency, or in any foreign country or place.

- (Y) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, or by the publication of books and periodicals, and by granting prizes, rewards and donations.
- (Z) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit the employees or ex-employees of the Company, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful objects.
- (AA) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The liability of the Members is limited.

5. The share capital of the Company is £5,000 divided into 5,000 shares of £1 each.

6. Subject to the provisions of Section 61 of the Companies Act, 1929, the Company has power from time to time to increase or reduce its capital, and to issue any shares in the original or new capital as Ordinary, Preferred or Deferred Shares, and to attach to any class or classes of such shares any preferences, rights, privileges, or priorities in payment of dividends, or distribution of assets, or otherwise over any other shares, or to subject the same to any restrictions, limitations, or conditions, and to vary the regulations of the Company as far as necessary to give effect to the same and upon the sub-division of a share to apportion the right to participate in profits in any manner as between the shares resulting from such sub-division.

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, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
DORA HARPER, Ivydale, Coalport, Salop, Wife of ARTHUR ERNEST HARPER.	One
PHILIP POINTON HARPER, 82 Coronation Crescent, Madeley, Salop, Lorry Driver.	One

Dated the 16th day of July, 1941.

Witness to the above Signatures---

JOHN W. BROWN,
 Solicitor,
 Wolverhampton.

Company No. 368254



The Companies Act, 1948

COMPANY LIMITED BY SHARES

Special Resolutions

(Pursuant to s. 141 (2))

OF

HARPER & THOMAS LIMITED

Passed 28th December, 1966

REGISTERED

30-DEC-1966

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at the Registered Office of the Company on 28th December, 1966, the following SPECIAL RESOLUTIONS were duly passed:—

RESOLUTIONS

1. That subject to the approval of the Board of Trade the name of the Company be changed to "TARMAC ROADSTONE LIMITED".

2. That the regulations contained in the printed document, a copy of which has been produced to this meeting and subscribed by the Chairman thereof for identification purposes, be and the same are hereby adopted as the Articles of Association of the Company in substitution for the existing Articles of Association and to the exclusion thereof.

THE SOLICITORS LAW
STATIONERY SOCIETY LIMITED

This is the printed document containing the new Articles of Association of Harper & Thomas Limited referred to in the Special Resolution passed at an Extraordinary General Meeting of the Company on 28th December, 1966.

J. Seaman
Chairman

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF

HARPER & THOMAS

LIMITED

TABLE A EXCLUDED.

1. The regulations in Table A in the First Schedule to the Companies Act, 1948, shall not apply to the Company, except so far as the same are repeated or contained in these Articles. Table A excluded

INTERPRETATION.

2. In these Articles the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context— Interpretation clause

WORDS	MEANINGS	
The Act	The Companies Act, 1948.	Definitions
The Statutes ..	The Companies Act, 1948, and every other Act for the time being in force concerning joint stock companies and affecting the Company.	
These Articles ..	These Articles of Association as originally framed or as altered from time to time by Special Resolution.	

WORDS	MEANINGS
The Directors	.. The Directors for the time being of the Company.
The office The registered office for the time being of the Company.
The seal The common seal of the Company.
The United Kingdom	.. Great Britain and Northern Ireland.

Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender ; and

Words importing persons shall include corporations.

Expression in
Statutes to bear
same meaning in
Articles

3. Subject as aforesaid, any words or expressions defined in the Statutes shall, except where the subject or context forbids, bear the same meanings in these Articles.

THE SHARES.

How shares to be
issued

4. The shares shall be under the control of the Directors, who may allot and issue the same (subject always to Articles 5 and 45 hereof) to such persons on such terms and conditions and at such times as the Directors think fit, but so that no shares shall be issued at a discount except in accordance with section 57 of the Act. Any Preference Share may, with the sanction of a Special Resolution, be issued on the terms that it is, or at the option of the Company is liable, to be redeemed.

Private Company

5. The Company is a Private Company, and accordingly (A) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company ; (B) the number of the members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares

in the Company jointly they shall be treated as a single member ; and (c) the right to transfer the shares of the Company shall be restricted in manner hereinafter appearing.

6. The Company may pay to any person a commission in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company : Provided that such commission shall not exceed 10 per cent. of the price at which such shares are issued, or any amount equivalent to such percentage ; and the requirements of sections 53 and 124 of the Act and of the Sixth Schedule and Part I of the Eighth Schedule thereto shall be observed. Any such commission may be satisfied in fully paid shares of the Company, in which case section 52 of the Act shall be duly complied with.

Commission on subscription of shares

7. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in section 65 of the Act, and may charge the same to capital as part of the cost of construction of the works, buildings or plant.

Interest on share capital during construction

8. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such share.

Receipts of joint holders of shares

9. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provided or as by statute required or pursuant to any order of court.

No trust recognised

10. Every member shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer (unless the conditions of issue provide for a longer interval) one certificate under the seal for all the shares registered in his name, specifying the number and (where necessary) denoting numbers of the shares in respect of which it is issued and the amount paid up thereon : Provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.

Registered member entitled to share certificate

New certificate
may be issued

11. If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced, and such indemnity (if any) being given as the Directors shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding 1s. as the Directors may from time to time require.

LIEN.

Company to have
lien on shares and
dividends

12. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either alone or jointly with any other person, for his debts, liabilities and engagements, whether solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

Lien may be
enforced by sale
of shares

13. The Directors may sell the shares subject to any such lien at such time or times and in such manner as they think fit, but no sale shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after such notice.

Application of
proceeds of sale

14. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the member or the persons (if any) entitled by transmission to the shares so sold.

Directors may
transfer and enter
purchaser's name
in share register

15. Upon any such sale as aforesaid, the Directors may authorise some person to transfer the shares sold to the purchaser and may enter the purchaser's name in the register as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

16. No member shall be entitled to receive any dividend or to exercise any privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

Member not entitled to privileges of membership until all calls paid

CALLS ON SHARES.

17. The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they think fit, provided that fourteen days' notice at least is given of each call and each member shall be liable to pay the amount of every call so made upon him to the persons, by the instalments (if any) and at the times and places appointed by the Directors.

Directors may make calls

Fourteen days' notice to be given

18. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

When call deemed made

19. The joint holders of a share shall be jointly and severally liable to the payment of all calls and instalments in respect thereof.

Liability of joint holders

20. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the person from whom the same is due shall pay interest on the amount of the call or instalment at such rate not exceeding 10 per cent. per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

Interest on unpaid calls

21. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of premium shall, for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified as hereby provided.

Sums payable on allotment deemed a call

22. The Directors may, from time to time, make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

Difference in calls

Calls may be paid
in advance

23. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys due upon his shares beyond the sums actually called up thereon, and upon the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Directors may pay or allow such interest as may be agreed between them and such member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.

TRANSFER OF SHARES.

Shares to be
transferable

24. Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing in the usual common form, or in such other form as the Directors shall from time to time approve, and must be left at the office, accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor.

Persons under
disability

25. No share shall in any circumstances be issued or transferred to any infant, bankrupt or person of unsound mind.

Transfers to be
executed by both
parties

26. The instrument of transfer of a share shall be signed by the transferor (and in the case of the transfer of a share which is not fully paid up by the transferee also) and the transferor shall (subject to the provisions of paragraph 2 (4) of the Seventh Schedule to the Act where applicable) be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

Company to provide
and Secretary to
keep register

27. The Company shall provide a book to be called the "Register of Transfers," which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.

Directors may
refuse to register

28. The Directors may, in their discretion, and without assigning any reason, refuse to register a transfer of any share to any person. If the Directors refuse to register a transfer of any shares, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal, as required by section 78 of the Act.

Register of
transfers may be
closed

29. The register of transfers may be closed during the fourteen days immediately preceding every Annual General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

TRANSMISSION OF SHARES.

30. In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

On death of member survivor or executor only recognised

31. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may, upon producing such evidence of title as the Directors shall require, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained, transfer the same to some other person.

Persons becoming entitled on death or bankruptcy of member may be registered

32. A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a member, unless and until he shall become a member in respect of the share.

Persons entitled may receive dividends without being registered as member, but may not vote

FORFEITURE OF SHARES.

33. If any member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest at such rate not exceeding 10 per cent. per annum as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment.

Directors may require payment of call with interest and expenses

34. The notice shall name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment, or such part thereof as aforesaid, and all interest and expenses that have accrued by reason of such non-payment, are to be paid. It shall also name the place where payment is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

Notice requiring payment to contain certain particulars

On non-compliance
with notice shares
forfeited on
resolution of
Directors

35. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture, notwithstanding that they shall have been declared.

Notice of forfeiture
to be given and
entered in register
of members

36. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the register of members opposite to the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

Directors may
allow forfeited
share to be
redeemed

37. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, annul the forfeiture, upon the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.

Disposal of
forfeited shares

38. Every share which shall be forfeited may be sold, re-allotted, or otherwise disposed of, either to the person who was before forfeiture the holder thereof, or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and the Directors may, if necessary, authorise some person to transfer the same to such other person as aforesaid.

Former holders of
forfeited shares
liable for call
made before
forfeiture

39. A shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any deduction or allowance for the value of the shares at the time of forfeiture.

Consequences of
forfeiture

40. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the shareholders whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past members.

41. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the date upon which it was forfeited, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof, and a certificate of proprietorship of the share under the seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share, and (subject to the execution of any necessary transfer) such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money (if any), nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

Title to forfeited share

ALTERATIONS OF CAPITAL.

42. The Company may so far alter the conditions of its Memorandum of Association as by Ordinary Resolution—

Company may alter its capital in certain ways

- (A) to consolidate and divide its share capital into shares of larger amount than its existing shares, or
- (B) to cancel any shares not taken or agreed to be taken by any person, or
- (C) to divide its share capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association by sub-division of its existing shares or any of them, subject nevertheless to the provisions of the Statutes, and so that as between the resulting shares one or more of such shares may by the resolution by which such sub-division is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares.

REDUCTION OF CAPITAL.

43. The Company shall have power by Special Resolution to reduce its capital or any capital redemption reserve fund or share premium account in any manner authorised and subject to any conditions prescribed by the Act.

Company may reduce its capital

INCREASE OF CAPITAL.

Company may
increase its capital

44. The Company in General Meeting may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and (subject to any special rights for the time being attached to any existing class of shares) to carry such preferential, deferred or other special rights (if any), or to be subject to such conditions or restrictions (if any) in regard to dividend, return of capital, voting or otherwise, as the General Meeting resolving upon such increase directs.

Unissued and new
shares to be first
offered to members
unless otherwise
determined

45. Unless otherwise determined by the Company in General Meeting any original shares for the time being unissued and not allotted as provided in Article 4, and any new shares from time to time to be created shall, before they are issued, be offered to the members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

New shares to be
ordinary capital
unless otherwise
provided

46. Except so far as otherwise provided by or pursuant to these Articles or by the conditions of issue, any new share capital shall be considered as part of the original ordinary share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

MODIFICATION OF CLASS RIGHTS.

Rights of
shareholders may
be altered

47. Subject to the provisions of section 72 of the Act, all or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the Company may from time to time be modified, varied, extended or surrendered in any manner with the consent in writing

of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an Extraordinary Resolution passed at a separate meeting of the members of that class. To any such separate meeting all the provisions of these Articles as to General Meetings of the Company (including the obligation to notify members as to their right to appoint proxies) shall *mutatis mutandis* apply, but so that the necessary quorum shall be members of the class holding or representing by proxy one-third of the capital paid or credited as paid on the issued shares of the class, and every holder of shares of the class in question shall be entitled on a poll to one vote for every such share held by him.

GENERAL MEETINGS.

48. A General Meeting shall be held in every calendar year, at such time and place as may be determined by the Directors, and not more than fifteen months shall be allowed to elapse between any two such General Meetings. General Meetings

49. The above-mentioned General Meetings shall be called Annual General Meetings. All other General Meetings shall be called Extraordinary General Meetings. Annual General and Extraordinary Meetings

50. The Directors may call an Extraordinary General Meeting whenever they think fit, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 132 of the Act. Extraordinary Meetings

51. Twenty-one clear days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen clear days' notice in writing at the least of every other General Meeting specifying the place, the day and the hour of meeting and, in the case of special business the general nature of such business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under the provisions of these Articles or the Act entitled to receive notices of General Meetings from the Company, but, with the consent of all the members entitled to attend and vote at an Annual General Meeting, or (in the case of any other General Meeting) with the consent of such proportion of the members entitled to attend and vote thereat as is prescribed by sections 133 (3) and 141 (2) of the Act, such meeting may be convened upon a shorter notice, and in such manner as such persons may approve. The accidental omission to give such notice to, or the non-receipt of such notice by, any person entitled to receive the same shall not invalidate any resolution passed or proceeding had at any such meeting. Every notice convening an Annual General Meeting of the Company shall describe the meeting as an Annual General Notice of meeting

Meeting and every notice of a General Meeting or of a class meeting shall comply with any requirements of the Statutes as regards the notification to members of their rights as to the appointment of proxies.

PROCEEDINGS AT GENERAL MEETINGS.

Special business

52. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of sanctioning a dividend, the consideration of the accounts and balance sheets and the reports of the Directors and Auditors, and any other documents accompanying or annexed to the balance sheets, the election of Directors in place of those retiring and the appointment and fixing of the remuneration of the Auditors.

No business to be transacted unless quorum present

How quorum to be ascertained

53. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be members personally present, not being less than two, and holding or representing by proxy not less than one-twentieth part of the issued share capital of the Company.

If quorum not present meeting adjourned or dissolved

54. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

Chairman of Board to preside at all meetings

55. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be present but unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some member present to be Chairman of the meeting.

Notice of adjournment to be given

56. The Chairman of any meeting at which a quorum is present may, with the consent of the meeting, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save

as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

57. At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or by at least two persons for the time being entitled to vote at the meeting, or by a member or members representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, or by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

How resolution decided

58. Subject as provided in Article 59, if a poll be demanded in manner aforesaid, it shall be taken at such time (within fourteen days) and place, and in such manner, as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Poll to be taken as Chairman shall direct

59. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.

No poll in certain cases

60. In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a further or casting vote.

Chairman to have casting vote

61. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question on which a poll has been demanded.

Business to be continued if poll demanded

VOTES OF MEMBERS.

62. Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares for the time being forming part of the capital of the

Member to have one vote or one vote for every share

Company, every member shall have one vote on a show of hands and in case of a poll shall have one vote for every share of which he is the holder.

Votes of member
of unsound mind

63. If any member be of unsound mind or *non compos mentis*, he may vote by his committee, receiver, *curator bonis* or other legal curator, and such last-mentioned persons may give their votes either personally or by proxy.

Votes of joint
holders of shares

64. If two or more persons are jointly entitled to a share, then in voting upon any question the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

Only members
not indebted to
Company in respect
of shares entitled
to vote

65. Save as herein expressly provided, no member other than a member duly registered who shall have paid everything for the time being due from him and payable to the Company in respect of his shares shall be entitled to vote on any question either personally or by proxy, or to be reckoned in a quorum at any General Meeting.

How votes may be
given and who can
act as proxy

66. Votes may be given either personally or by proxy. On a show of hands a member (other than a corporation) present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a member.

Instrument
appointing proxy
to be in writing

67. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand or concur in demanding a poll on behalf of the appointor.

Instrument
appointing a proxy
to be left at
Company's office

68. The instrument appointing a proxy, together with the power of attorney (if any) under which it is signed or a notarially certified or office copy thereof, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for taking the poll, and in default the instrument of proxy shall not be treated as valid.

69. Any instrument appointing a proxy shall be in the following Form of proxy form with such variations (if any) as circumstances may require or the Directors may approve:—

“ HARPER & THOMAS LIMITED.
 “ I, ,
 “ of ,
 “ a member of Harper & Thomas LIMITED,
 “ hereby appoint ,
 “ of ,
 “ to vote for me and on my behalf at the [Annual,
 “ Extraordinary or Adjourned, as the case may be]
 “ General Meeting of the Company to be held on the
 “ day of , and at every adjournment
 “ thereof.
 “ As witness my hand this day of , 19 .”

DIRECTORS.

70. Until otherwise determined by a General Meeting, the Number of Directors number of Directors shall be not less than two.

71. The registered holders for the time being of a majority in Appointment and removal of Directors number of the shares of the Company shall at all times and from time to time be entitled by notice in writing signed by them or by someone duly authorised by them and left at the registered office of the Company to appoint and remove the Directors of the Company.

72. The shareholding qualification for Directors may be fixed Directors' qualification by the Company in General Meeting, and unless and until so fixed no qualification shall be required.

73. The Directors shall be paid out of the funds of the Company Directors' remuneration remuneration for their services as Directors at a rate as may from time to time be determined by the Company in General Meeting and if no rate is so determined the Directors shall not be paid any remuneration for their services as Directors.

74. The Directors shall also be entitled to be repaid all travelling Travelling expenses and hotel expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to or from Board Meetings.

75. If by arrangement with the other Directors any Director Special remuneration shall perform or render any special duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration, in addition to his ordinary remuneration, and such

special remuneration may be by way of salary, commission or participation in profits, or by any or all of those modes, or otherwise as may be arranged.

Office of Director
vacated in certain
cases

76. Subject as herein otherwise provided or to the terms of any lawful agreement, the office of a Director shall be vacated :—

- (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
- (B) If he becomes of unsound mind.
- (C) If he ceases to be a Director under the provisions of the Statutes as to the acquiring and holding by Directors of their qualifications.
- (D) If he is prohibited from being a Director by any order made under section 188 of the Act.
- (E) If by notice in writing given to the Company he resigns his office.
- (F) If he is removed from office by a resolution duly passed pursuant to section 184 of the Act or by notice under Article 71.

APPOINTMENT OF DIRECTORS TO OTHER OFFICES AND PLACES OF PROFIT.

Directors' power
to make
appointments

77. The Directors may from time to time appoint a Director to be Chairman of Directors and one or more of their body to be Vice-Chairman of Directors, Managing Director, Managing Directors, Assistant Managing Director or Assistant Managing Directors of the Company, or Manager or Managers of the Company's business or any branch or department thereof, or Local Manager, or to any other office or place of profit under the Company (other than that of Auditor).

Terms of
appointment,
remuneration, etc.

78. Any such appointment shall be for such period and on such terms as to remuneration and otherwise as the Directors may determine. The Directors may fix the remuneration either by way of salary or commission or conferring a right to participate in the profits of the Company, or by a combination of two or more of these modes, or otherwise, and may provide as a term of any such appointment that there be paid to the appointee, his widow or other dependants a pension or gratuity on retirement or death.

Removal from
appointment

79. Subject to the provisions of the contract for his appointment and without prejudice to any claim he may have for damages for breach of such contract every person who is appointed to hold any such office or place of profit under the Company shall be liable to be removed from his appointment by the Directors.

80. An appointment as Chairman, Vice-Chairman, Managing Director or Assistant Managing Director shall *ipso facto* determine (but without prejudice to any claim he may have for damages for breach of contract) if the appointee ceases to hold office as a Director.

Special provision
for Chairman and
Managing Directors

81. The Directors may from time to time entrust to and confer upon any person so appointed all or any of the powers exercisable by them as Directors, upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Power which can
be delegated

82. A Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof.

Voting on
appointments

83. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director: Provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

Employment in a
professional
capacity

PENSIONS.

84. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and holding any salaried employment or office in the Company or such other company, and the wives, widows, families and dependants of any such persons, and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such person as aforesaid, and make payments for or towards the insurance of any such person as aforesaid, and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid. Subject always to particulars with respect to the proposed payment

Directors' power
to pay pensions

being disclosed to the members of the Company and to the proposed payment being approved by the Company if the Act shall so require, any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

POWERS AND DUTIES OF DIRECTORS.

Business of
Company to be
managed by
Directors

85. The business of the Company shall be managed by the Directors, who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Statutes or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

Directors'
borrowing powers

86. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

Continuing
Directors may act
to summon
meetings

87. The continuing Directors may act at any time notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of summoning a General Meeting of the Company, but not for any other purpose.

All moneys to be
paid into banking
account

88. All moneys, bills and notes belonging to the Company shall be paid to or deposited with the Company's bankers to an account to be opened in the name of the Company. Cheques on the Company's bankers shall be signed in such manner as the Directors shall from time to time by resolution determine.

Directors to comply
with the Statutes

89. The Directors shall duly comply with the provisions of the Statutes, and particularly the provisions as to the keeping, presentation and circulation of accounts, registration and keeping copies of

mortgages and charges, keeping a register of Directors' holdings of shares and debentures, keeping the register of members, keeping a register of Directors and Secretaries and entering all necessary particulars therein, and sending a copy thereof or a notification of any changes therein to the Registrar of Companies, and sending to such Registrar an annual return containing all such information and particulars and having annexed thereto all such documents as are required by the Statute, together with the certificates, required by section 128 of the Act, notices as to increase of capital, returns of allotments and contracts and other documents relating thereto, copies of resolutions and agreements, and other particulars connected with the above. The Directors may at any time require any person whose name is entered in the register of members to furnish them with any information, supported (if the Directors so require) by a statutory declaration, which they may consider necessary for the purpose of determining whether or not the Company is an exempt Private Company within the meaning of section 129 (4) of the Act.

NO AGE LIMIT FOR DIRECTORS.

90. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy or any other age, and any person proposed to be appointed a Director shall be capable of being so appointed, notwithstanding that at the time of such appointment he has attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be appointed as such.

No age limit for Directors

DIRECTORS CONTRACTING WITH THE COMPANY.

91. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with section 199 of the Act.

Disclosure of interest

92. A Director shall not as a Director vote (except as permitted by Article 82) in respect of any contract, arrangement or transaction in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be counted (except as permitted by Article 82) in the quorum present at the meeting, but neither of these prohibitions shall apply to—

Prohibition against voting except in specified cases

- (A) any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or

- (B) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security ;
or
- (C) any contract by a Director to subscribe for or underwrite shares or debentures of the Company ; or
- (D) any contract or arrangement with any other company in which he is interested only as an officer of such other company or as holder of shares or other securities ;
or
- (E) any exercise of the power contained in Article 84 or 94 ;

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transactions, by the Company in General Meeting.

Directors not
disqualified from
contracting, etc.,
with the Company

93. No Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract, arrangement or transaction entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract, arrangement or transaction, by reason of such Director holding that office or of the fiduciary relation thereby established.

DIRECTORS' INTERESTS IN OTHER COMPANIES.

Directors holding
office with
companies in which
Company is
interested, etc.

94. Any Director may continue to be or become a director, officer, servant or member of any other company in which this Company may be directly or indirectly interested, and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a director, officer, servant or member of any such other company. Notwithstanding anything contained in the last preceding Article, the Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, officers or servants of such company), and

any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or be about to be, appointed a director, officer or servant of such other company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

ALTERNATE DIRECTORS.

95. Any Director may, by writing under his hand, appoint any Alternate Directors person to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to notice of meetings of the Directors, and to attend and vote as a Director and be counted towards the quorum at any such meeting at which the Director appointing him is not personally present and where he is a Director to have a separate vote at meetings of Directors on behalf of the Director he is representing and in addition to his own vote, and generally at such meeting to have and exercise all the powers, rights, duties and authorities of the Director appointing him: Provided always that no such appointment of any person not being a Director shall be operative unless or until the approval of the Directors by a majority consisting of two-thirds of all the Directors shall have been given. A Director may at any time revoke the appointment of an alternate appointed by him, and (subject to such approval as aforesaid) appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same, and any such notice if sent to or left at the office shall be sufficient evidence of such revocation. Every such alternate shall be an officer of the Company and he shall not be deemed to be the agent of the Director nominating him. The remuneration of any such alternate shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between such alternate and the Director appointing him. An alternate Director need not hold any share qualification.

LOCAL DIRECTORS.

96. The Directors may at any time and from time to time appoint any of the Managers or other executive employees of the Company to be Local or Special Directors of the Company, and may define, limit and restrict their powers, authorities and discretions, and may fix and determine their remuneration, duties, immunities and qualifications, and may at any time remove any Local or Special

Director so appointed. A Local or Special Director shall not be entitled to attend meetings of the Board of Directors unless invited so to do and shall not be taken into account when considering the number to form a quorum at any meeting of the Directors. In the interpretation of these Articles the word "Director" shall not include a Local or Special Director.

PROCEEDINGS OF DIRECTORS.

Meeting of
Directors

Quorum

Casting vote of
Chairman

Director may call
meeting of Board

Chairman of
Directors

Power for Directors
to appoint
committees

Chairman of
committees

Meetings of
committees

97. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

98. A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.

99. The Directors may from time to time elect a Chairman, who shall preside at meetings of the Directors, and determine the period for which he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

100. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any resolutions that may be imposed on it by the Directors.

101. A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.

102. A committee may meet and adjourn as its members think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairman shall have a second or casting vote.

103. All acts bona fide done by any meeting of Directors, or of a committee of Directors, or by any person acting as Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or, person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.

All acts done by
Directors to be
valid

104. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all resolutions and proceedings of General Meetings and meetings of Directors ; and any such minutes, if purporting to be signed by the Chairman of the meeting to which they relate or at which they are read, shall be received as prima facie evidence of the facts therein stated.

Minutes of
meetings to be
made

105. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened, held and constituted.

Resolution signed
by Directors to be
valid

THE SEAL.

106. The seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of one or more Directors and of the Secretary or such other person as the Board may appoint for the purpose, and such Director or Directors and the Secretary (or such other person as aforesaid) shall sign every instrument to which the seal shall be affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed. Every certificate for shares, stock, debenture stock, or representing any other form of security (other than letters of allotment) shall be issued under the seal, and shall bear the autographic signatures of one or more Directors and of the Secretary (or such other person as the Board may appoint for the purpose). The Company may exercise the powers of section 35 of the Act, and such powers are accordingly hereby vested in the Directors.

Seal to be affixed
by authority of
resolution of Board
and in the presence
of one or more
Directors and
Secretary

Foreign seal

SECRETARY.

107. The Secretary shall be appointed by the Directors for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections 177 and 179 of the Act shall apply and be observed. The Directors may from time to time, if there is no Secretary or no Secretary capable of acting, by resolution appoint an assistant or deputy Secretary to exercise the functions of the Secretary.

Secretary

DIVIDENDS AND RESERVE FUND.

Application of
profits

108. Subject to any preferential or other special rights for the time being attached to any special class of shares, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up or credited as paid up thereon respectively, otherwise than in advance of calls.

Declaration of
dividends

109. The Directors may, with the sanction of a General Meeting, from time to time declare dividends, but no such dividend shall be payable except out of the profits of the Company. The Directors may, if they think fit, from time to time pay to the members such interim dividends as appear to them to be justified by the position of the Company, and may also from time to time, if in their opinion such payment is so justified, pay any preferential dividends which by the terms of issue of any shares are made payable on fixed dates. No higher dividend shall be paid than is recommended by the Directors, and the declaration of the Directors as to the amount of the net profits shall be conclusive.

Distribution of
capital assets

110. The Company may by Ordinary Resolution from time to time and at any time resolve that any surplus moneys in the hands of the Company representing the moneys received or recovered in respect of or arising from the realisation of any capital assets of the Company, or any investments representing the same, instead of being applied in the purchase of other capital assets or for other capital purposes, be distributed amongst the holders of the Ordinary Shares on the footing that they receive the same as capital, and in the shares and proportions in which they would have been entitled to receive the same if it had been distributed by way of dividend. For the purpose of this provision, surplus moneys or investments means moneys or investments in the hands of the Company over and above a sufficiency of other assets to answer in full the whole of the liabilities and paid-up share capital of the Company for the time being and any capital redemption reserve fund, share premium account or any other reserve which cannot by law be distributed.

Payment of
dividends in specie

111. With the sanction of a General Meeting, dividends may be paid wholly or in part in specie, and may be satisfied in whole or in part by the distribution amongst the members in accordance with their rights of fully paid shares, stock or debentures of any other company, or of any other property suitable for distribution as aforesaid. The Directors shall have full liberty to make all such valuations, adjustments and arrangements, and to issue all such certificates or documents of title as may in their opinion be necessary or expedient with a view

to facilitating the equitable distribution amongst the members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property, and no valuation, adjustment or arrangement so made shall be questioned by any member.

112. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper to a reserve fund or reserve account, which shall at the discretion of the Directors be applicable for meeting contingencies, or for repairing or maintaining any works connected with the business of the Company, or shall, with the sanction of the Company in General Meeting be, as to the whole or in part, applicable for equalising dividends, or for distribution by way of special dividend or bonus, or may be applied for such other purposes for which the profits of the Company may lawfully be applied as the Directors may think expedient in the interests of the Company, and pending such application the Directors may employ the sums from time to time so set apart as aforesaid, in the business of the Company or invest the same in such securities, other than the shares of the Company, as they may select. The Directors may also from time to time carry forward such sums as they may deem expedient in the interests of the Company.

Directors may form reserve fund and interest

113. Every dividend warrant may, unless otherwise directed, be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the register of members as the owner of any share, or, in the case of joint holders, of any one of such joint holders, shall be a good discharge to the Company for all payments made in respect of such share. No unpaid dividend or interest shall bear interest as against the Company.

Dividend warrants to be sent to members by post

Unpaid dividends not to bear interest

CAPITALISATION OF RESERVES, ETC.

114. Subject to any necessary sanction or authority being obtained, the Company in General Meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend, and (A) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares or debentures of the Company, or (B) being undivided net profits in the hands of the Company, be capitalised, and that such sum be appropriated as capital to and amongst the ordinary shareholders in the proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the

Capitalisation of reserves

Ordinary Shares, and in such manner as the resolution may direct, and such resolution shall be effective ; and the Directors, in accordance with such resolutions, shall apply such sum in paying up in full any unissued shares or (save as regards any sum standing to the credit of a share premium account or a capital redemption reserve fund) any debentures of the Company on behalf of the ordinary shareholders aforesaid, and appropriate such shares or debentures and distribute the same credited as fully paid up to and amongst such shareholders in the proportions aforesaid in satisfaction of the shares and interests of such shareholders in the said capitalised sum, or (save as regards any such sum as aforesaid) shall apply the said capitalised sum or any part thereof on behalf of the shareholders aforesaid in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Ordinary Shares held by such shareholders. Where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid-up shares or debentures, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. When deemed requisite a proper contract for the allotment and acceptance of any shares to be distributed as aforesaid shall be delivered to the Registrar of Companies for registration in accordance with section 52 of the Act, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to share in the appropriation and distribution and such appointment shall be effective.

ACCOUNTS.

Accounts to be kept

115. The Directors shall cause such accounts to be kept—

- (A) of the assets and liabilities of the Company,
- (B) of all sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place,
- (C) of all sales and purchases of goods by the Company,

Where books may be kept

as are necessary to give a true and fair view of the Company's affairs and to explain its transactions. The books of account shall be kept at the office, or (subject to the provisions of section 147 (3) of the Act) at such other place as the Directors shall think fit, and shall always be open to the inspection of the Directors.

116. The Directors shall from time to time determine whether, in any particular case or class of cases, or generally, and to what extent, and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorised by the Directors or by a resolution of the Company in General Meeting.

As to inspection
of accounts and
books by members

117. Once at least in every year the Directors shall lay before the Company in General Meeting a proper profit and loss account for the period since the preceding account, or (in the case of the first account) since the incorporation of the Company, made up to a date of not more than six months before such meeting. A proper balance sheet shall also be made out in every year as at the date to which the profit and loss account is made up, and shall be laid before the Company in General Meeting. The said account and balance sheet shall be accompanied by or have annexed or attached thereto such group accounts (if any), reports and documents, and shall contain such particulars as are prescribed by the Act and are applicable to the Company, and the Directors shall in their report state the amount which they recommend to be paid by way of dividend, and the amount (if any) which they propose to carry to reserve and shall otherwise comply with the requirements of the Act. The Auditors' report shall comply with all the requirements of section 162 of the Act and shall be attached to the balance sheet and shall be read before the Company in General Meeting and be open to inspection by any member as required by that section. Copies of all such documents and any other documents required by law to be annexed or attached thereto shall not less than twenty-one clear days before the date of the meeting before which they are to be laid be sent to the Auditors and to all members of the Company and all holders of debentures of the Company who are entitled to receive the same under and subject to the provisions of section 158 of the Act.

Profit and loss
accounts to be
made up and laid
before Company

Balance sheet to be
made out yearly

AUDIT.

118. Once at least in every year the accounts of the Company shall be examined and the correctness of the profit and loss account and balance sheet ascertained by one or more properly qualified Auditor or Auditors, and the provisions of sections 159 to 162 of the Act shall be observed.

Accounts to be
audited

NOTICES.

119. A notice or any other document may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register of members.

Service of notice
by Company

How joint holders
of shares may be
served

120. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the register of members, and any notice so given shall be sufficient notice to the holders of such share.

Members abroad
not entitled to
notices unless they
give address

121. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have served upon him at such address any notice to which he would be entitled under these Articles if he had a registered address within the United Kingdom, but, save as aforesaid, and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Company.

Notices in case
of death or
bankruptcy

122. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives or trustees of such deceased or bankrupt member, at the address (if any) in the United Kingdom supplied for the purpose by such persons as aforesaid, or (until such an address has been supplied) by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

When service
effected

123. Any notice or other document, if served or sent by post, shall be deemed to have been served or delivered at the time when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter.

WINDING UP.

Distribution of
assets in specie

124. If the Company shall be wound up, the Liquidators may, with the sanction of an Extraordinary Resolution divide among the members in specie any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the members, but so that if any division is resolved on otherwise than in accordance with such rights the members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to section 287 of the Act. A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said section may in like manner authorise the distribution of any shares or other consideration receivable by the

Liquidators amongst the members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the members, subject to the right of dissent and consequential rights conferred by the said section.

INDEMNITY.

125. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in paragraph (B) of the proviso to section 205 of the Act), which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, 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. But this Article shall only have effect in so far as its provisions are not avoided by the said section.

Directors to be indemnified

No. 368254



B



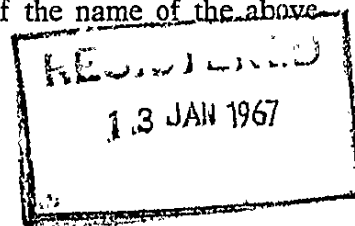
Reference: C.R.

BOARD OF TRADE

COMPANIES ACT, 1948

HARPER & THOMAS LIMITED

Pursuant to the provisions of Sub-Section (1) of Section 18 of the Companies Act, 1948, the Board of Trade hereby approve of the name of the above named Company being changed to



TARMAC ROADSTONE LIMITED

Signed on behalf of the Board of Trade

this THIRTEENTH DAY OF JANUARY

ONE THOUSAND NINE HUNDRED AND SIXTY SEVEN.

L.S. Whitfield

Authorised in that behalf by the
President of the Board of Trade

C.60

DUPLICATE FOR THE FILE

No. 368254



Certificate of Incorporation on Change of Name

Whereas

HARPER & THOMAS LIMITED

was incorporated as a limited company under the

COMPANIES ACT, 1929,

on the TWENTY-FIRST DAY OF JULY, 1941

And Whereas by special resolution of the Company and with the approval of the Board of Trade it has changed its name.

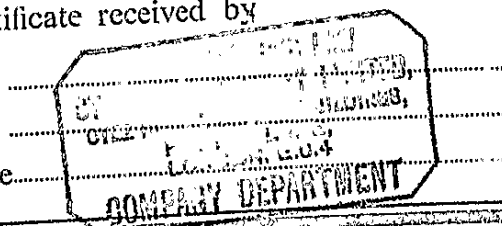
Now therefore I hereby certify that the Company is a limited company incorporated under the name of

TARMAC ROADSTONE LIMITED

Given under my hand at London, this THIRTEENTH DAY OF JANUARY
ONE THOUSAND NINE HUNDRED AND SIXTY SEVEN.

Certificate received by

Date



L. S. Whitfield
Assistant Registrar of Companies.

13 JAN 1967

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Company no. 368254

105

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

Steel Products

SPECIAL RESOLUTION

of

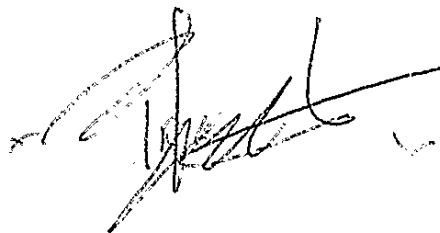
TARMAC ROADSTONE LIMITED

Passed 4th January 1982

At a Meeting of the Directors of the above named Company, duly convened and held at Roadstone House, Wolverhampton on 4th January 1982 the following SPECIAL RESOLUTION was duly passed:-

RESOLUTION

(2) That the existing Articles of Association of the Company required amendment and it was resolved that the form of Articles of Association adopted within the Tarmac Group be adopted as the Company's Articles of Association.



Chairman



368254

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TARMAC ROADSTONE LIMITED

(New Articles of Association adopted by Special Resolution passed on 4th January 1982).

TABLE A

1. The Company is a private company and, subject as hereinafter provided, the regulations contained in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A"), together with the regulations hereinafter contained, shall be the regulations of the Company.

2. Paragraphs 75, 79, 84 and 89 to 97 (inclusive) and 113 of Part I of Table A shall not apply to the Company.

BUSINESS

3. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such times as they shall think fit, and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with the same.

4. The registered office of the Company shall be at such place in England as the Directors shall from time to time appoint.

SHARE CAPITAL

5. All shares, whether in the original or any increased capital, shall be under the control of the Directors, who may allot, grant options over, or otherwise dispose of the same to such persons, at such times and for such consideration, and upon such terms and conditions as they may determine, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

LIEN

6. In paragraph 11 of Part I of Table A the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.



GENERAL MEETINGS

7. In paragraph 54 of Part I of Table A the words "meeting shall be dissolved" shall be substituted for "Members present shall be a quorum".

8. In paragraph 58(b) of Part I of Table A the words "one Member" shall be substituted for "three Members".

DIRECTORS

9. Unless and until otherwise determined by Ordinary Resolution of the Company in General Meeting the number of Directors shall not be less than two.

10. Subject to paragraph 88 of Part I of Table A, each Director shall remain in office until removed by memorandum in writing signed by the holder or holders of a majority in nominal value of the issued share capital for the time being of the Company and sent by post to or left at the Registered Office for the time being of the Company or by an Ordinary Resolution of the Company in General Meeting.

11. The holder or holders of a majority in nominal value of the issued share capital for the time being of the Company may at any time and from time to time by memorandum in writing signed by him or them and sent by post to or left at the Registered Office for the time being of the Company, or the Company may at any time and from time to time by Ordinary Resolution in General Meeting, appoint any person to be a Director either to fill a vacancy or as an addition to the existing Board. Any Director so appointed shall hold office until he is removed pursuant to Article 10 or his office is vacated under paragraph 88 of Part I of Table A.

12. Without prejudice to Article 11 any casual vacancy in the Board of Directors may be filled by the Directors and the Directors may at any time and from time to time appoint any person as an additional Director. Any Director appointed under this Article shall hold office until he is removed pursuant to Article 10 or his office is vacated under paragraph 88 of Part I of Table A.

13. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy or any other age, and any person proposed to be appointed a Director shall be capable of being so appointed, notwithstanding that at the time of such appointment he has attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any Director or person proposed to be appointed as such.

14. A Director may be appointed by the Directors to any executive or other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

15. (1) No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor purchaser or in any other manner whatsoever, nor shall any such contract or any contract entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason of such Director holding that office or of the fiduciary relationship thereby established.

(2) A Director who is in any way interested in a contract or proposed contract with the Company shall declare the nature of his interest at a Meeting of the Directors in accordance with Section 199 of the Act.

(3) A Director shall be counted in the Quorum present at a meeting and may vote in respect of any contract or arrangement in which he is interested, including his own appointment to any other office or place of profit under the Company.

16. Any Director who, by request, performs special services or goes or resides abroad for any purposes of the Company shall be entitled to receive such extra remuneration, whether by way of salary, commission, percentage of profits, lump sum payment or otherwise, as the Directors may determine.

17. Each Director shall have the power to nominate (1) any other Director, or (2) any person approved for that purpose by the other Directors, to act as alternate Director during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst so acting, shall exercise and discharge all the functions powers and duties of the Director whom he represents. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. Any nomination under this Article may be given by letter, cable, telegram or telex, and may be delivered at or sent to the Registered Office for the time being of the Company or at or to such other place as the Directors may agree.

18. The Directors may at any time and from time to time appoint any of the Managers or other executive employees of the Company to be Local, Regional or Divisional Directors of the Company, and may define, limit and restrict their powers, authorities and discretions, and may fix and determine their remuneration, duties, immunities and qualifications, and may at any time remove any Local, Regional or Divisional Director so appointed. A Local, Regional or Divisional Director shall not be entitled to attend meetings of the Board of Directors unless invited so to do and shall not be taken into account when considering the number to form a quorum at any meeting of the Directors. In the interpretation of these Articles the word "Director" shall not include either a Local, Regional or Divisional Director.

19. In paragraph 86 of Part I of Table A the words from "and every Director" to the end of the paragraph shall be deleted.

20. The Directors may exercise all the powers of the Company to borrow or raise money and mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

SEAL

21. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a Committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed autographically by one Director and the Secretary (or some other person appointed by the Directors for the purposes in any particular case or generally) or by two Directors or by any two members of a Committee of Authorised Signatories appointed by the Directors.

Company no. 368254

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

TARMAC ROADSTONE LIMITED

Passed 8th September 1983

At an EXTRAORDINARY GENERAL MEETING of the above named Company, duly convened and held at Roadstone House, Wolverhampton on 8th September 1983 the following SPECIAL RESOLUTION was duly passed:-

RESOLUTION

That the existing Articles of Association of the Company required amendment and IT WAS RESOLVED that the form of Articles produced to the Meeting be adopted as the Articles of Association of the Company in substitution for its existing Articles of Association and to the exclusion thereof.



Chairman



COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TARMAC ROADSTONE LIMITED

(New Articles of Association adopted by Special Resolution passed on 8th September 1983)

TABLE A

1. The Company is a private company and, subject as hereinafter provided, the regulations contained in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A"), together with the regulations hereinafter contained, shall be the regulations of the Company.

2. Paragraphs 75, 79, 84 and 89 to 97 (inclusive) and 113 of Part I of Table A shall not apply to the Company.

BUSINESS

3. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Directors at such time or times as they shall think fit, and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with the same.

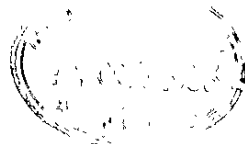
4. The registered office of the Company shall be at such place in England as the Directors shall from time to time appoint.

SHARE CAPITAL

5. All shares, whether in the original or any increased capital, shall be under the control of the Directors, who may allot, grant options over, or otherwise dispose of the same to such persons, at such times and for such consideration, and upon such terms and conditions as they may determine, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

LIEN

6. In paragraph 11 of Part I of Table A the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.



GENERAL MEETINGS

7. In paragraph 54 of Part I of Table A the words "meeting shall be dissolved" shall be substituted for "Members present shall be a quorum".

8. In paragraph 58(b) of Part I of Table A the words "one Member" shall be substituted for "three Members".

DIRECTORS

9. Unless and until otherwise determined by Ordinary Resolution of the Company in General Meeting the number of Directors shall not be less than two.

10. Subject to paragraph 88 of Part I of Table A, each Director shall remain in office until removed by memorandum in writing signed by the holder or holders of a majority in nominal value of the issued share capital for the time being of the Company and sent by post to or left at the Registered Office for the time being of the Company or by an Ordinary Resolution of the Company in General Meeting.

11. The holder or holders of a majority in nominal value of the issued share capital for the time being of the Company may at any time and from time to time by memorandum in writing signed by him or them and sent by post to or left at the Registered Office for the time being of the Company, or the Company may at any time and from time to time by Ordinary Resolution in General Meeting, appoint any person to be a Director either to fill a vacancy or as an addition to the existing Board. Any Director so appointed shall hold office until he is removed pursuant to Article 10 or his office is vacated under paragraph 88 of Part I of Table A.

12. Without prejudice to Article 11 any casual vacancy in the Board of Directors may be filled by the Directors and the Directors may at any time and from time to time appoint any person as an additional Director. Any Director appointed under this Article shall hold office until he is removed pursuant to Article 10 or his office is vacated under paragraph 88 of Part I of Table A.

13. A Director may be appointed by the Directors to any executive or other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such a period and on such terms (as to remuneration and otherwise) as the Directors may determine.

14. (1) No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor purchaser or in any other manner whatsoever, nor shall any such contract or any contract entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason of such Director holding that office or of the fiduciary relationship thereby established.

(2) A Director who is in any way interested in a contract or proposed contract with the Company shall declare the nature of his interest at a Meeting of the Directors in accordance with Section 199 of the Act.

(3) A Director shall be counted in the Quorum present at a meeting and may vote in respect of any contract or arrangement in which he is interested, including his own appointment to any other office or place of profit under the Company.

15. Any Director who, by request, performs special services or goes or resides abroad for any purposes of the Company shall be entitled to receive such extra remuneration, whether by way of salary, commission, percentage of profits, lump sum payment or otherwise, as the Directors may determine.

16. Each Director shall have the power to nominate (1) any other Director, or (2) any person approved for that purpose by the other Directors, to act as alternate Director during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst so acting, shall exercise and discharge all the functions powers and duties of the Director whom he represents. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. Any nomination under this Article may be given by letter, cable, telegram or telex, and may be delivered at or sent to the Registered Office for the time being of the Company or at or to such other place as the Directors may agree.

17. The Directors may at any time and from time to time appoint any of the Managers or other executive employees of the Company to be Local, Regional or Divisional Directors of the Company, and may define, limit and restrict their powers, authorities and discretions, and may fix and determine their remuneration, duties, immunities and qualifications, and may at any time remove any Local, Regional or Divisional Director so appointed. A Local, Regional or Divisional Director shall not be entitled to attend meetings of the Board of Directors unless invited so to do and shall not be taken into account when considering the number to form a quorum at any meeting of the Directors. In the interpretation of these Articles the word "Director" shall not include either a Local, Regional or Divisional Director.

18. In paragraph 86 of Part I of Table A the words from "and every Director" to the end of the paragraph shall be deleted.

29. The Directors may exercise all the powers of the Company to borrow or raise money and mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

SEAL

19. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed autographically by one Director and the Secretary (or some other person appointed by the Directors for the purposes in any particular case or generally) or by two Directors or by any two members of a Committee of Authorised Signatories appointed by the Directors.

Company Number: 368254

THE COMPANIES ACTS
1985 to 1989

RESOLUTIONS dated the 8th day of October 1991 agreed to by all the members of the Company taking effect as

SPECIAL AND ELECTIVE RESOLUTIONS

of

TARMAC ROADSTONE LIMITED



presented for filing pursuant to Section 380(1) and (4)(bb) and (c) of the Companies Act 1985

WE, being all the members of the above named Company, hereby resolve, and agree that resolution number (1) shall take effect as a SPECIAL RESOLUTION, and that resolutions numbered (2), (3), (4) and (5) shall take effect as ELECTIVE RESOLUTIONS, as follows:

- (1) "THAT the Articles of Association annexed hereto marked "A" for the purpose of identification be and they are hereby adopted with immediate effect as the Articles of Association of the Company in substitution for and to the exclusion of all other regulations and Articles of Association applicable to the Company prior to the adoption thereof".
- (2) "THAT the provisions of Section 80(A) of the Companies Act 1985 shall apply, instead of the provisions of Section 80(4) and (5) thereof, in relation to the giving or renewal, after the date of this resolution, of an authority under the said Section 80".

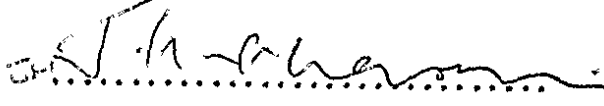
- (3) "THAT the Company shall, with effect from the date of this resolution, dispense with the laying of accounts and reports before the Company in general meeting".
- (4) "THAT the Company shall, with effect from the date of this resolution, dispense with the holding of Annual General Meetings".
- (5) "THAT the Company shall, with effect from the date of this resolution, dispense with the obligation to appoint auditors annually".

SIGNED for and on behalf of the members and dated the 8th day of October 1991


Name of Member

Signature

Tarmac Quarry Products Limited


.....
duly authorised for and on behalf of
Tarmac Quarry Products Limited

Tarmac Nominees Limited


.....
duly authorised for and on behalf of
Tarmac Nominees Limited

"A"

Company Number: 368254

The Companies Acts 1985 to 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TARMAC ROADSTONE LIMITED



PRELIMINARY

1. (A) The Regulations contained or incorporated in Table A of the Companies (Tables A-F) Regulations 1985, as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A") other than Regulations 40 and 41, 73 to 76 inclusive, 78 to 80 inclusive and 94 and 95 of Table A shall, subject to the modifications hereinafter expressed, apply to the Company, and, together with the regulations hereinafter contained, shall constitute the Articles of Association of the Company.

- (B) In Regulation 1 of Table A "execution" includes both signature under hand and execution under seal.

- (C) Words and expressions which are defined in Table A have the same meanings when used in these Articles and reference to "Regulations" means the regulations contained in Table A.

PRIVATE COMPANY

2. The Company is a private company and accordingly the provisions of Section 81 of the Act shall apply to the Company.

SHARE CAPITAL

3. (A) The authorised share capital of the Company at the date of the adoption of these Articles is £5,000 divided into 5,000 Ordinary Shares of £1 each.
- (B) For the purposes of Section 80A of the Act, and subject to the provisions of Article 4, the Directors are hereby generally and unconditionally authorised at any time or times to allot relevant securities of the Company (as defined in the said Section) up to the amount of the authorised but unissued share capital of the Company at the date of any such allotment provided that the authority hereby given may, subject to the Act, be renewed, revoked or varied by the Company at any time by Ordinary Resolution.

ALLOTMENT OF SHARES

4. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares or other securities, all shares or other securities shall be issued to such persons and upon such terms and conditions and with such rights, priorities, privileges or restrictions as the Resolution creating or

issuing such shares or other securities and/or effecting the increase in the authorised share capital of the Company shall prescribe but, in the absence of any such prescription, all shares or other securities whether forming part of the existing or any increased capital or other securities shall be at the disposal of the Directors who may issue them, subject to Section 80A of the Act, to such persons, at such times, and generally on such terms and conditions, and with such rights, priorities, privileges or restrictions, as they may think fit. Accordingly, and in accordance with Section 91 of the Act, Sections 89(1) and 90(1) - (6) inclusive of the Act shall not apply to the Company.

5. No shares shall be issued to any infant, bankrupt or person suffering from mental disorder (as that expression is used in Regulation 81(C)).

LIEN

6. The lien conferred by Regulation 8 shall extend also to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company, whether solely or jointly with any other person and whether he shall be the sole registered holder thereof or shall be one of several joint holders, and shall be a first and paramount lien for all moneys and liabilities owed to the Company whether presently due and payable or not.

FORFEITURE

7. The liability of any member in default of payment of a call shall, if the Directors so direct, also include any costs and expenses suffered

or incurred by the Company in respect of such non-payment, and Regulations 18 and 21 shall be amended accordingly.

TRANSFER OF SHARES

8. The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share, whether or not it is a fully paid share, and for the purposes of these Articles the expression "transfer" includes the renunciation of any allotment of shares or of any rights to subscribe for or receive an allotment of shares and the first sentence of Regulation 24 is modified accordingly.

GENERAL MEETINGS

9. No business shall be transacted at any general meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting if convened on the requisition of Members will be dissolved. In any other case, the meeting will stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will be dissolved.
10. At any General Meeting of the Company, a poll may be demanded by one or more Members present in person or by proxy and having the right to

vote at the meeting and sub-clauses (b), (c) and (d) of Regulation 46 shall be modified accordingly.

APPOINTMENT AND REMOVAL OF DIRECTORS

11. Unless otherwise determined by Ordinary Resolution, the minimum number of Directors shall be one, and a sole Director shall have and exercise all the powers, duties and discretions conferred on or vested in the Directors by these Articles, and Regulations 64 and 89 shall be modified accordingly.
12. The Directors shall not be required to retire by rotation.
13. Subject as otherwise provided by these Articles, the Company may by Ordinary Resolution appoint a person who is willing to act, to be a Director either to fill a vacancy, or as an additional Director.
14. The Directors may also appoint a person who is willing to act, to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following Annual General Meeting but will then be eligible for re-election.

POWERS AND PROCEEDINGS OF DIRECTORS

15. 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 or duty which is material

and which conflicts or may conflict with the interests of the Company, provided that, at or prior to such meeting, he complies in respect of such a matter with the disclosure provisions of Section 317 of the Act.

16. The Directors may exercise all the powers of the Company conferred by the Memorandum to pay and/or provide pensions, annuities, gratuities, superannuation and other allowances, benefits, advantages, facilities and services, both for persons who are, or have been, Directors of, or who are, or have been, employed by, the Company, or by any subsidiary or associated company of the Company, and their dependants, and relatives, and the Directors are entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers, and Regulation 87 does not apply to the Company.
17. The Directors shall be entitled to such remuneration (if any) by way of fees, salary or otherwise, as shall from time to time be determined by resolution of the Directors, and the Directors (including alternate Directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties, and Regulations 82, 83 and 84 shall be amended accordingly.
18. 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.

ALTERNATE DIRECTORS

19. The following provisions apply to the Company by way of variation of Regulations 65 to 69 inclusive:

- (A) The appointment of an alternate Director shall automatically terminate on the happening of any event which, if he were a Director, would cause him to vacate the office of Director, or if his appointor shall cease for any reason to be a Director, otherwise than by retiring and being re-appointed at the same Meeting.
- (B) An alternate Director shall be repaid by the Company such expenses as might properly be repaid to him if he had been a Director. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- (C) A Director or any other person may act as alternate Director to represent more than one Director, and an alternate Director shall be entitled at Meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, and Regulation 88 shall be modified accordingly.

RIGHTS OF HOLDING COMPANY

20. Whenever Tarmac Quarry Products Limited (Registered No. 453791) ("the Holding Company"), or any 90% subsidiary of the Holding Company, shall be the holder of not less than 90 per cent of the issued share capital of the Company as confers the right to attend and vote at all General Meetings, the following provisions shall apply, and to the extent of any inconsistency between this Article and the other provisions of these Articles, this Article 20 shall prevail:

- (1) the Holding Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed, but so that in the case of a Director holding an executive office his removal from office shall be deemed an act of the Company, and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (ii) no unissued shares or other securities shall be issued or agreed to be issued or put under option without the consent of the Holding Company.
- (iii) any or all powers of the Directors, or any of them, shall be restricted in such respects and to such extent as the Holding Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice as aforesaid shall be in writing served on the Company at its registered office and signed on behalf of the Holding Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose save that no person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors or any of them have been in any way restricted hereunder or as to whether any necessary consent of the Holding Company has been given and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had, at the relevant time, express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

Company Number: 368254

THE COMPANIES ACTS

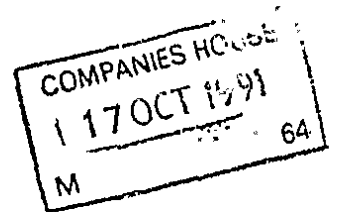
1985 to 1989

RESOLUTIONS dated the *8th* day of *October* 1991 agreed to by all the members of the Company taking effect as

SPECIAL AND ELECTIVE RESOLUTIONS

of

TARMAC ROADSTONE LIMITED



presented for filing pursuant to Section 380(1) and (4)(bb) and (c) of the Companies Act 1985

WE, being all the members of the above named Company, hereby resolve, and agree that resolution number (1) shall take effect as a SPECIAL RESOLUTION, and that resolutions numbered (2), (3), (4) and (5) shall take effect as ELECTIVE RESOLUTIONS, as follows:

- (1) "THAT the Articles of Association annexed hereto marked "A" for the purpose of identification be and they are hereby adopted with immediate effect as the Articles of Association of the Company in substitution for and to the exclusion of all other regulations and Articles of Association applicable to the Company prior to the adoption thereof".
- (2) "THAT the provisions of Section 80(A) of the Companies Act 1985 shall apply, instead of the provisions of Section 80(4) and (5) thereof, in relation to the giving or renewal, after the date of this resolution, of an authority under the said Section 80".

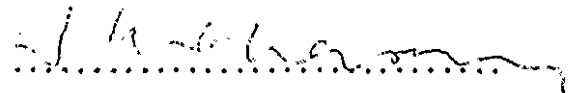
- (3) "THAT the Company shall, with effect from the date of this resolution, dispense with the laying of accounts and reports before the Company in general meeting".
- (4) "THAT the Company shall, with effect from the date of this resolution, dispense with the holding of Annual General Meetings".
- (5) "THAT the Company shall, with effect from the date of this resolution, dispense with the obligation to appoint auditors annually".

SIGNED for and on behalf of the members and dated the 8th day of October 1991


Name of Member

Signature

Tarmac Quarry Products Limited


.....
duly authorised for and on behalf of
Tarmac Quarry Products Limited

Tarmac Nominees Limited


.....
duly authorised for and on behalf of
Tarmac Nominees Limited

VERECREST LIMITED - trading as WALLWORTH JOINERYNOTES TO THE ACCOUNTS

1. ACCOUNTING POLICIES

The accounts have been prepared under the historical cost convention using the following accounting policies:

DEPRECIATION OF TANGIBLE FIXED ASSETS

Fixed assets have been depreciated by the reducing balance method, so as to write them off over their anticipated useful lives, at the following rates:

Plant and equipment	10%
Motor vehicles	25%

STOCK

Stock and work in progress have been valued at the lower of cost, including the appropriate proportion of overheads, and net realisable value.

DEFERRED TAXATION

Deferred taxation has been provided, at the small companies rate, for all timing differences expected to reverse in the foreseeable future.

TURNOVER

Turnover represents sales to customers at invoiced amounts, less Value Added Tax.

2. SHARE CAPITAL

Authorised, allotted and fully paid:

	£	1989 £
100 Ordinary shares of £1 each	£100	£100
	=====	=====