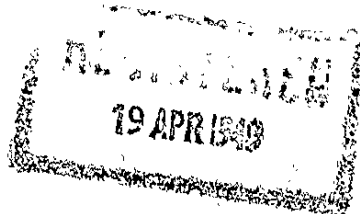


100 of
any

THE COMPANIES ACT 1948.



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

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the
Name of the
Company.

H. & H. BLACENELL
LIMITED.

nted by

WILLIAM A. CRUMP & SON,

10-11 Lime Street,

LONDON, E.C.3.

The Solicitors' Law Stationery Society, Limited
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
& St. James's Square, Manchester, 2; and 157 Hope Street, Glasgow, G.2.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

of 10-11 FINE STREET, London, E.C.3.

(a) Here insert:
"A Solicitor of the
"Supreme Court"
for in Scotland "a
Solicitor" "engaged
"in the formation"

or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary."

Do solemnly and sincerely declare that I am ("A Solicitor of
the Supreme Court engaged in the formation

of H. & H. BLACKWELL

Limited, and that all the requirements of the Companies Act, 1948,
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 10/11 FINE STREET
in the City of London

the 14th day of April 1949

Before me,

Ablifton

Note: This margin is reserved for binding and should not be written across.

Number of
(Company)

467399 / 2

Form No. 25.

THE STAMP ACT 1891

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.

19 APR 1949

Statement of the Nominal Capital

OF

H. & H. BLACKBURN

LIMITED.

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, Section 39 of the Finance Act 1920, and Section 41 of the Finance Act 1933.

NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

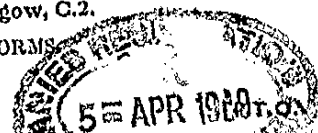
This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered.

Presented by

WILLIAM A. CRUMP & SON,
10-11 Lime Street,
LONDON, E.C.3.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
5 St. James's Square, Manchester, 2, and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS



0085

THE NOMINAL CAPITAL

OF

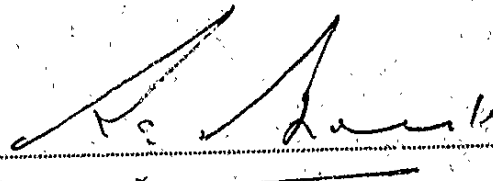
H. A. H. EL-CHENELLE

, Limited,

is £ 25,000, divided into 25,000

Shares of One Pound (£1) each.

Signature



Description

Director.

Dated the Fourth day of April, 19 49

* This Statement should be signed by an Officer of the Company.

NOTE: This margin is reserved for binding, and must not be written across.

COMPANY LIMITED BY SHARES.



19 APR 1919
Memorandum of Association

OF

H. & H. Blacknell Limited

1. The name of the Company is "H. & H. BLACKNELL 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 the trades or businesses of manufacturers of and/or dealers in, importers, exporters and licensors of constructions and erections of all kinds in the manufacture of which timber, wood, plywood, plastics, glass, metals or synthetic materials are used, and of any necessary accessories and adjuncts thereto, and of any articles used in connection therewith.
 - (B) To carry on the trades or businesses of manufacturers of and/or dealers in, importers and exporters and licensors of plywoods, hard and soft woods, wood floorings, parquets, panelling and veneers, and the business of woodworkers, turners, joiners, sawyers, flooring manufacturers, furniture manufacturers, and of cork and cork substitutes, and articles and merchandise comprised wholly or partly thereof, shop fitters, decorators and furnishers, and of glue and chemical manufacturers and engineers in all their branches, and of merchants and dealers in wood, timber, plywoods, glass, metals, plastics, synthetic materials, rubber and rubber substitutes, waterproofing materials and substances, and in concrete, minerals, stone and building and constructional requisites, marble and stone merchants, mechanical, electrical and sanitary engineers, electro-platers, enamellers, japanners, annealers, coopers, packing case makers, machinists, fitters, masons, smiths, van and wagon and railway proprietors, warehousemen, ironfounders, toolmakers, carriers and general merchants.
 - (C) To purchase or by any other means acquire any freehold, leasehold or other property of any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and to improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of such property.
 - (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

40117



- (E) To purchase, charter, hire, build, or otherwise acquire, steam and other ships or vessels or aircraft, with all equipment and furniture, and to employ the same in the conveyance of passengers, mails and merchandise of all kinds, and generally to carry on the business of carriers by land, air and water, shipowners, wharfingers, barge owners, stevedores, lightermen and forwarding agents.
- (F) To carry on the businesses of builders, builders' merchants, contractors, painters and decorators, slate, timber and hardware merchants, and of road building and contracting, bridge building, sewer and drainage construction, and of constructional and general engineers in all their branches, and the businesses of quarry, sand, clay and gravel pit owners, cement manufacturing, lime making and merchandising and of manufacturers of bricks, blocks, tiles, slates, pipes, pottery, plastics, synthetic materials, earthenware, china, terra-cotta and ceramic ware of all kinds, paviors, and manufacturers of and dealers in artificial stone (and all minerals, materials and substances useful in connection with any of the aforesaid businesses), hardware, ironmongery and domestic store keepers, manufacturers of and dealers in furniture and household requisites of all kinds, general merchants, dealers and warehousemen, dealers in all kinds of fancy articles and goods, market gardeners, dairy and poultry farmers and merchants.
- (G) To carry on the trades or businesses of, dealers in, licensees and manufacturers of machinery and equipment of every description, mechanical, electrical, automobile, hydraulic and general engineers, brass founders, machinists, tool makers, boiler makers, millwrights, iron and steel converters, smiths, wood-workers, cabinet-makers, automobile and other body-makers, manufacturers of pianoforte and gramophone fittings, painters, upholsterers, builders and contractors, and of chemical, textile, electrical, mechanical and general manufacturers, merchants and engineers in all their branches, dealers in, manufacturers, importers, exporters, factors, merchants, brokers and licensees of automobiles and accessories, tyres and all other apparatus, fittings, appliances and fancy goods connected with motor vehicles and cycles, and of wireless, radio and electrical instruments of every description (including the component parts thereof) and of wholesale and retail sellers, installers and suppliers of electric, magnetic, wireless, mechanical and other appliances, manufacturers of and dealers in all goods, materials, machinery, apparatus and things required for or capable of being used in connection with any of the above-mentioned trades or businesses and with the generation, distribution, supply, accumulation and employment of electrical and other power, and to undertake wholly or in part any necessary operations for the finance of any of the aforesaid trades, businesses or ventures.
- (H) To institute, enter into, carry on, assist or participate in manufacturing, trading, financial, commercial, mercantile, industrial and other businesses, works, contracts, undertakings and financial operations of all kinds, and generally to undertake and carry on the operations and transactions usually undertaken by manufacturers, merchants, capitalists, agents, underwriters, brokers and contractors, storekeepers and distributors, and to carry on business as exporters and importers.

(q) Generally to purchase, take on lease or in exchange, hire or otherwise acquire, and to obtain options to acquire, any real or personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.

(r) To give pensions, gratuities and donations to any persons at any time in the employment of the Company, or engaged in any business acquired by the Company, and to the widows, families and dependents of any such persons, and to establish and support or to aid in the establishment and support of associations, institutions or conveniences calculated to benefit persons employed by the Company or having dealings with the Company, and to subscribe or guarantee money for any public, charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.

(s) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or securities of any other company, or for the stocks, funds or securities of any government or municipal or other authority.

(t) To invest and deal with the moneys of the Company in such investments and in such manner as may from time to time be determined.

(u) To advance and lend money on any terms, with or without security, and to give any guarantee or indemnity which may seem expedient, and to receive moneys and valuables on deposit.

(v) To raise or borrow or secure the payment of money or the fulfilment of any obligations in such manner and on such terms as may seem expedient, and in particular by mortgage, charge or lien on the undertaking and assets of the Company (both present and future) or any part thereof, including its uncalled capital, and by the creation of perpetual or redeemable annuities and by the issue of debentures or debenture or other stock, whether perpetual or otherwise, and charged or not charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital, and to redeem and pay off any such securities.

(w) To draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures, bills of lading and other negotiable or transferable instruments or securities.

(x) To pay the costs, charges and expenses preliminary and incidental to the formation, promotion and registration of the Company and of any other company, and to remunerate by commission, brokerage or otherwise, any person or company for services rendered or to be rendered in placing or assisting to place or underwriting any shares in the capital of this or any other company, or any debentures, debenture stock or other securities of this or any other company, or in or about the formation or promotion of this or any other company, or the conduct of its business.

(y) To obtain, or in any way assist in obtaining, any Provisional Order or Act of Parliament, decree, rescript or other necessary authority for enabling this or any other company to carry any of its objects into effect, or for effecting any modification of this or any other company's constitution; to procure this or any other company to be legalised, registered or incorporated, if necessary, in accordance with the laws of

any country or state in which it may or may propose to carry on operations; to establish and maintain agencies of the Company, and to open and keep a colonial register or registers of this or any other company, in any British colony, dependency or dominion and to allocate any number of the shares in this or any other company to such register or registers.

- (Z) To effect insurances and pay premiums or become a member of any society or association for mutual assurance, and pay calls or otherwise contribute to the funds of any such society or association, provided that nothing herein contained shall empower the Company to carry on the business of insurance, or to grant annuities within the meaning of the Assurance Companies Acts 1909 to 1946, as extended by the Industrial Insurance Companies Act 1923, the Road Traffic Acts 1930 to 1934, and the Air Navigation Act 1936, or to re-insure any risks under any class of insurance business to which those Acts apply.
- (AA) To divide or return any of the assets of the Company in specie, whether by way of dividend or upon a return of capital, to the members or any class or classes of the members, or to any individual member of the Company.
- (BB) To sell, improve, manage, develop, exchange, enfranchise, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property, assets and rights of the Company.
- (CC) To issue shares as fully or partly paid up or securities in consideration for assets acquired by or services rendered to the Company on such terms as may be determined.
- (DD) To do all such other things as may be considered to be incidental or conducive to the above objects or any of them.
- (EE) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

And it is hereby declared that the word "Company" in this clause (except where used in reference to this Company) shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall, unless where otherwise expressed in such paragraph, be in nowise limited by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £25,000, divided into 25,000 shares of £1 each, with power to divide the shares in the capital for the time being into several classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions.

WE, the several persons whose names, addresses and descriptions are hereunto 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
<i>R. Lamb. Richard Charles Lamb. B.A.</i> <i>Bucklands Causeway Wood.</i> <i>Wadhurst. Surrey.</i> <i>Company Director</i>	 1 (ONE)
<i>Wm J Wilson</i> → <i>William James Wilson</i> <i>Librarian.</i> <i>Larch Lane, Robbery Gotton Road,</i> <i>Welwyn, Herts.</i> <i>Chartered Accountant</i>	 1 (ONE)

Dated this *14th* day of *April*, 1949.

Witness to the above Signatures—

Glenn G. Cutter.

411 Tower Road,
Dartford.

Ident.

Secretary.

COMPANY LIMITED BY SHARES.

19th/12/49

Articles of Association

OF

H. & H. Blacknell Limited

1. The regulations contained in Part I (except regulations 24, 53, 75, 79, 84 (2), 89, 90, 91, 92, 93, 94, 95 and 136) and in Part II (except regulation 1) of Table A in the First Schedule of the Companies Act 1948 shall apply to the Company, save in so far as they are excluded or varied by the following provisions.

2. The number of Directors shall be not less than two. The names of the first Directors shall be determined in writing by the subscribers of the Memorandum of Association.

3. Any Director may by writing under his hand, or under the hand of his agent duly authorised in writing, appoint any person who is or shall be approved by a majority of the other Directors of the Company to be his substitute, and every such substitute shall be entitled to attend and vote at meetings of the Directors and shall have and exercise all the powers, duties and authorities of the Director appointing him: Provided always that a Director or his agent duly authorised may at any time revoke the appointment of any substitute appointed by him or his agent as aforesaid. If any Director shall die or otherwise cease to hold the office of Director, the appointment of any substitute for him as aforesaid shall thereupon cease and be determined. No such substitute shall be liable for the share qualification of or as a Director.

4. A Director may contract with and be interested in any contract, agreement or arrangement with the Company, either as vendor, purchaser, lessor, lessee, customer, agent or otherwise, and shall not be liable to account for any profit made by him by reason of any such contract, agreement or arrangement subject to the provisions of section 199 of the Companies Act 1948. Every Director shall be at liberty to vote in respect of any such contract, agreement or arrangement in which he is so interested.

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

6. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election.

7. 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 Companies Act 1948) 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.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Re. David. Leopold Charles
Islands.

Causey Ward. Wardhurst.

Russell. Company Throth

Tom Wilson William James Wilson

Sebastian

Larch Lane

Robbery Bottom Road,

Welwyn, Herts.

Chartered Accountant.

Dated this *12* day of *April* 1949.

Witness to the above Signatures—

Olive M. Y. Catter,

17 Lower Road,

Dartford

Kent—

Secretary.

DUPLICATE FOR THE FILE.

No 467399



Certificate of Incorporation

I Hereby Certify, That

H. & H. BLACKNELL LIMITED

is this day Incorporated under the Companies Act, 1948
and that the Company is Limited.

Given under my hand at London this Nineteenth day of
April One Thousand Nine Hundred and Forty-nine.

Registrar of Companies

Certificate
received by

10/11/49
Date 21 April 1949



The Companies Act, 1948

COMPANY LIMITED BY SHARES

(COPY)

Special Resolution

(Pursuant to The Companies Act, 1948. Sections 18 and 141)

OF

H. & H. Blacknell Limited

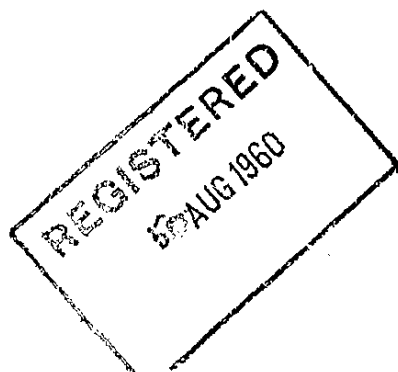
Passed the 4th day of August, 1960

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at 14 Buckingham Street, Adelphi, London, W.C.2, on the 4th day of August, 1960, the following SPECIAL RESOLUTION was duly passed:—

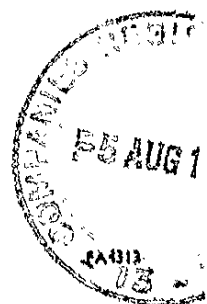
That the name of the Company be changed to "BLACKNELL BUILDINGS LIMITED".

W. W. L. L.

Chairman.



JORDAN & SONS, LIMITED,
COMPANY REGISTRATION AGENTS, PRINTERS AND PUBLISHERS,
CHANCERY LANE LONDON, W.C.2, AND 15 BROAD STREET PLACE, E.C.2



Company Number.....467399.....

B



Reference: C.R. 98/2259/60

BOARD OF TRADE,

COMPANIES ACT, 1948

H. & H. BLACKNELL

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 BLACKNELL BUILDINGS LIMITED.

Signed on behalf of the Board of Trade

this

first

day of September 1960.



L. S. Whitfield

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

No. C. 60.

DUPLICATE FOR THE FILE.

No. 267339



Certificate of Incorporation on Change of Name

Whereas

H. & H. BLACKWELL LIMITED

was incorporated as a limited company under the
Companies Act, 1948,

on the nineteenth day of April, 1949

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
BLACKWELL BUILDINGS LIMITED.

Given under my hand at London, this first day of
September One thousand nine hundred and sixty.

L.S. Whitfield.
ASSISTANT Registrar of Companies.

Certificate received by *Pont*

SEP 1960

Date

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

BLACKNELL BUILDINGS LIMITED
(as altered by Special Resolution passed on 4th August 1960)

1. The name of the Company is "BLACKNELL BUILDINGS 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 the trades or businesses of manufacturers of and/or dealers in, importers, exporters and licensors of constructions and erections of all kinds in the manufacture of which timber, wood, plywood, plastics, glass, metals or synthetic materials are used, and of any necessary accessories and adjuncts thereto, and of any articles used in connection therewith.
 - (B) To carry on the trades or businesses of manufacturers of and/or dealers in, importers and exporters and licensors of plywoods, hard and soft woods, wood floorings, parquets, panelling and veneers, and the business of woodworkers, turners, joiners, sawyers, flooring manufacturers, furniture manufacturers, and of cork and cork substitutes, and articles and merchandise comprised wholly or partly thereof, shop fitters, decorators and furnishers, and of glue and chemical manufacturers and engineers in all their branches, and of merchants and dealers in wood, timber, plywoods, glass, metals, plastics, synthetic materials, rubber and rubber substitutes, waterproofing materials and substances, and in concrete, minerals, stone and building and constructional requisites, marble and stone merchants, mechanical, electrical and sanitary engineers, electro-platers, enamellers, japanners, annealers, coopers, packing case makers, machinists, fitters, masons, smiths, van and wagon and railway proprietors, warehousemen, ironfounders, toolmakers, carriers and general merchants.
 - (C) To purchase or by any other means acquire any freehold, leasehold or other property of any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and to improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of such property.
 - (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

- (E) To purchase, charter, hire, build, or otherwise acquire, steam and other ships or vessels or aircraft, with all equipment and furniture, and to employ the same in the conveyance of passengers, mails and merchandise of all kinds, and generally to carry on the business of carriers by land, air and water, shipowners, wharfingers, barge owners, stevedores, lightermen and forwarding agents.
- (F) To carry on the businesses of builders, builders' merchants, contractors, painters and decorators, slate, timber and hardware merchants, and of road building and contracting, bridge building, sewer and drainage construction, and of constructional and general engineers in all their branches, and the businesses of quarry, sand, clay and gravel pit owners, cement manufacturing, lime making and merchanting and of manufacturers of bricks, blocks, tiles, slates, pipes, pottery, plastics, synthetic materials, earthenware, china, terra-cotta and ceramic ware of all kinds, paviers, and manufacturers of and dealers in artificial stone (and all minerals, materials and substances useful in connection with any of the aforesaid businesses), hardware, ironmongery and domestic store keepers, manufacturers of and dealers in furniture and household requisites of all kinds, general merchants, dealers and warehousemen, dealers in all kinds of fancy articles and goods, market gardeners, dairy and poultry farmers and merchants.
- (G) To carry on the trades or businesses of, dealers in, licensees and manufacturers of machinery and equipment of every description, mechanical, electrical, automobile, hydraulic and general engineers, brass founders, machinists, tool makers, boiler makers, millwrights, iron and steel converters, smiths, wood-workers, cabinet-makers, automobile and other body-makers, manufacturers of pianoforte and gramophone fittings, painters, upholsterers, builders and contractors, and of chemical, textile, electrical, mechanical and general manufacturers, merchants and engineers in all their branches, dealers in, manufacturers, importers, exporters, factors, merchants, brokers and licensees of automobiles and accessories, tyres and all other apparatus, fittings, appliances and fancy goods connected with motor vehicles and cycles, and of wireless, radio and electrical instruments of every description (including the component parts thereof) and of wholesale and retail sellers, installers and suppliers of electric, magnetic, wireless, mechanical and other appliances, manufacturers of and dealers in all goods, materials, machinery, apparatus and things required for or capable of being used in connection with any of the above-mentioned trades or businesses and with the generation, distribution, supply, accumulation and employment of electrical and other power, and to undertake wholly or in part any necessary operations for the finance of any of the aforesaid trades, businesses or ventures.
- (H) To institute, enter into, carry on, assist or participate in manufacturing, trading, financial, commercial, mercantile, industrial and other businesses, works, contracts, undertakings and financial operations of all kinds, and generally to undertake and carry on the operations and transactions usually undertaken by manufacturers, merchants, capitalists, agents, underwriters, brokers and contractors, storekeepers and distributors, and to carry on business as exporters and importers.

- (I) 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.
- (J) To promote and procure the incorporation of any company or companies for the purpose of acquiring and undertaking all or any of the assets, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (K) To apply for, take, place, underwrite, purchase or otherwise acquire, hold and deal in and obtain options to purchase any shares, stock, debenture stock or securities of or interest in any company, government, state, dominion, province, municipality, body or authority, or in any corporation or undertaking, and whether in the United Kingdom or elsewhere, and to give any guarantee as to the issue of or otherwise in connection with the same, or the principal, interest or dividends thereof or thereon.
- (L) To undertake and execute any trusts, the undertaking whereof may seem desirable, and either gratuitously or otherwise.
- (M) To apply for, purchase or otherwise acquire, any patents, brevets d'invention, concessions or other similar instruments, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to 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 this Company, and to construct, manufacture and maintain all machines, apparatus and appliances convenient or necessary for the purposes of the Company, or for use in connection with any patents or inventions owned or proposed to be applied for or required by the Company, and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights and information so acquired.
- (N) 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.
- (O) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority all rights, concessions and privileges that may seem conducive to the Company's objects or any of them, and in connection therewith to undertake and perform any liabilities, guarantees or other obligations.
- (P) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concessions, amalgamation or co-operation with any person or company or association carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares, stock or debenture stock in or securities of and to subsidise or otherwise assist any such company or association, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities.

- (Q) Generally to purchase, take on lease or in exchange, hire or otherwise acquire, and to obtain options to acquire, any real or personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.
- (R) To give pensions, gratuities and donations to any persons at any time in the employment of the Company, or engaged in any business acquired by the Company, and to the widows, families and dependents of any such persons, and to establish and support or to aid in the establishment and support of associations, institutions or conveniences calculated to benefit persons employed by the Company or having dealings with the Company, and to subscribe or guarantee money for any public, charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (S) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or securities of any other company, or for the stocks, funds or securities of any government or municipal or other authority.
- (T) To invest and deal with the moneys of the Company in such investments and in such manner as may from time to time be determined.
- (U) To advance and lend money on any terms, with or without security, and to give any guarantee or indemnity which may seem expedient, and to receive moneys and valuables on deposit.
- (V) To raise or borrow or secure the payment of money or the fulfilment of any obligations in such manner and on such terms as may seem expedient, and in particular by mortgage, charge or lien on the undertaking and assets of the Company (both present and future) or any part thereof, including its uncalled capital, and by the creation of perpetual or redeemable annuities and by the issue of debentures or debenture or other stock, whether perpetual or otherwise, and charged or not charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital, and to redeem and pay off any such securities.
- (W) To draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, debentures, bills of lading and other negotiable or transferable instruments or securities.
- (X) To pay the costs, charges and expenses preliminary and incidental to the formation, promotion and registration of the Company and of any other company, and to remunerate by commission, brokerage or otherwise, any person or company for services rendered or to be rendered in placing or assisting to place or underwriting any shares in the capital of this or any other company, or any debentures, debenture stock or other securities of this or any other company, or in or about the formation or promotion of this or any other company, or the conduct of its business.
- (Y) To obtain, or in any way assist in obtaining, any Provisional Order or Act of Parliament, decree, rescript or other necessary authority for enabling this or any other company to carry any of its objects into effect, or for effecting any modification of this or any other company's constitution; to procure this or any other company to be legalised, registered or incorporated, if necessary, in accordance with the laws of

any country or state in which it may or may propose to carry on operations; to establish and maintain agencies of the Company, and to open and keep a colonial register or registers of this or any other company, in any British colony, dependency or dominion and to allocate any number of the shares in this or any other company to such register or registers.

- (Z) To effect insurances and pay premiums or become a member of any society or association for mutual assurance, and pay calls or otherwise contribute to the funds of any such society or association, provided that nothing herein contained shall empower the Company to carry on the business of insurance, or to grant annuities within the meaning of the Assurance Companies Acts 1909 to 1946, as extended by the Industrial Insurance Companies Act 1923, the Road Traffic Acts 1930 to 1934, and the Air Navigation Act 1936, or to re-insure any risks under any class of insurance business to which those Acts apply.
- (AA) To divide or return any of the assets of the Company in specie, whether by way of dividend or upon a return of capital, to the members or any class or classes of the members, or to any individual member of the Company.
- (BB) To sell, improve, manage, develop, exchange, enfranchise, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property, assets and rights of the Company.
- (CC) To issue shares as fully or partly paid up or securities in consideration for assets acquired by or services rendered to the Company on such terms as may be determined.
- (DD) To do all such other things as may be considered to be incidental or conducive to the above objects or any of them.
- (EE) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

And it is hereby declared that the word "Company" in this clause (except where used in reference to this Company) shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether domiciled in the United Kingdom or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall, unless where otherwise expressed in such paragraph, be in nowise limited by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £25,000, divided into 25,000 shares of £1 each, with power to divide the shares in the capital for the time being into several classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions.

WE, the several persons whose names, addresses and descriptions are hereunto 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>REGINALD CHARLES BROCK, Bucklands, Cousley Wood, Wadhurst, Sussex, Company Director.</p>	<p>1 (one)</p>
<p>WILLIAM JAMES WILSON, "Sebakwe," Robbery Bottom Road, Welwyn, Herts, Chartered Accountant.</p>	<p>1 (one)</p>

Dated this 4th day of April 1949.

Witness to the above Signatures—

OLIVE M. Y. CUTTER,
17 Tower Rd.,
Dartford,
Kent,
Secretary.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

BLACKNELL BUILDINGS LIMITED
(as altered by Special Resolution passed on 4th August 1960)

1. The regulations contained in Part I (except regulations 24, 53, 75, 79, 84 (2), 89, 90, 91, 92, 93, 94, 95 and 136) and in Part II (except regulation 1) of Table A in the First Schedule of the Companies Act 1948 shall apply to the Company, save in so far as they are excluded or varied by the following provisions.

2. The number of Directors shall be not less than two. The names of the first Directors shall be determined in writing by the subscribers of the Memorandum of Association.

3. Any Director may by writing under his hand, or under the hand of his agent duly authorised in writing, appoint any person who is or shall be approved by a majority of the other Directors of the Company to be his substitute, and every such substitute shall be entitled to attend and vote at meetings of the Directors and shall have and exercise all the powers, duties and authorities of the Director appointing him: Provided always that a Director or his agent duly authorised may at any time revoke the appointment of any substitute appointed by him or his agent as aforesaid. If any Director shall die or otherwise cease to hold the office of Director, the appointment of any substitute for him as aforesaid shall thereupon cease and be determined. No such substitute shall be liable for the share qualification of or as a Director.

4. A Director may contract with and be interested in any contract, agreement or arrangement with the Company, either as vendor, purchaser, lessor, lessee, customer, agent or otherwise, and shall not be liable to account for any profit made by him by reason of any such contract, agreement or arrangement subject to the provisions of section 199 of the Companies Act 1948. Every Director shall be at liberty to vote in respect of any such contract, agreement or arrangement in which he is so interested.

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

6. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election.

7. 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 Companies Act 1948) which he may sustain or incur in or about the execution of the duties of his office or

BLACKNELL BUILDINGS LTD.
SECRETARY

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.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

REGINALD CHARLES BROOK,
 Bucklands,
 Cousley Wood,
 Wadhurst,
 Sussex,
 Company Director.

WILLIAM JAMES WILSON,
 "Sebakwe,"
 Robbery Bottom Rd.,
 Welwyn,
 Herts,
 Chartered Accountant.

Dated this 4th day of April 1949.

Witness to the above Signatures—

OLIVE M. Y. CUTTER,
 17 Tower Road,
 Dartford,
 Kent,
 Secretary.

No. 467399

THE COMPANIES ACT 1985

Company Limited by Shares

BLACKNELL BUILDINGS LIMITED

SPECIAL RESOLUTION

PASSED 30TH JUNE 1986

At a General Meeting of the members of Blacknell Buildings Limited held on 30th June 1986 at Villiers House, 41-47 Strand, London, WC2N 5JG the following Resolution was duly passed as a Special Resolution:-

That the Regulations contained in the printed document submitted to the Meeting and for the purpose of identification subscribed by the Chairman hereof be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles thereof.


Chairman



**ARTICLES OF ASSOCIATION
THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
OF**

BLACKNELL BUILDINGS LIMITED

(ARTICLES ADOPTED ON 30TH JUNE 1986)

ADOPTION OF TABLE "A"

1. In these articles "Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by any other subordinate legislation coming into operation prior to the date of adoption of these articles.
2. The regulations contained in Table A shall, except where they are excluded or modified by these articles, apply to the Company and, together with these articles, shall constitute the articles of the Company.
3. No regulations scheduled to any statute concerning companies shall apply to the Company.

INTERPRETATION

4. References in Table A and in these articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form.
5. Save as provided in the last preceding article, words and expressions which bear particular meanings in Table A shall bear the same respective meanings in these articles.

SHARE CAPITAL

6. Subject to the provisions of the Act and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as they may determine.
7. Section 89(1) of the Act shall not apply to the allotment by the Company of any equity security.

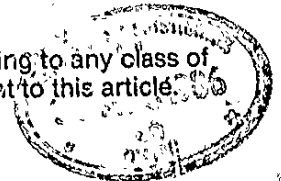
TRANSFER OF SHARES

8. The Directors may, in their absolute discretion and without assigning any reasons therefore, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall be modified accordingly.

PURCHASE OF OWN SHARES

9. Subject to the provisions of the Act, the Company may enter into any contract for the purchase of all or any of its shares of any class (including any redeemable shares) and any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such shares and may make payments in respect of the redemption or purchase of such shares otherwise than out of distributable profits or the proceeds of a fresh issue of shares. Every contract entered into pursuant to this article shall be authorised by such resolution of the Company as may for the time being be required by law but subject thereto the Directors shall have full power to determine or approve the terms of any such contract. Neither the Company nor the Directors shall be required to select the shares in question rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares. Subject to the provisions of the Act, the Company may agree to the variation of any contract entered into pursuant to this article and to the release of any of its rights or obligations under any such contract.

Notwithstanding anything to the contrary contained in the articles, the rights attaching to any class of shares shall not be deemed to be varied by anything done by the Company pursuant to this article. Regulation 35 of Table A shall not apply.



GENERAL MEETINGS

10. Notice of any general meeting need not be given to the Directors in their capacity as such. Regulation 38 of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

11. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the nomination, election or choice of a Chairman which shall not be treated for this purpose as part of the business of the meeting. Two members present in person or by proxy and entitled to vote shall be a quorum for all purposes. Regulation 40 of Table A shall not apply.
12. At any general meeting a poll may be demanded by any member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly.
13. Subject to any statutory provision, a resolution in writing expressed to be an ordinary, extraordinary or special resolution signed by or on behalf of all the members of the Company who would be entitled to vote on such a resolution if it were to be proposed at a general meeting of the Company shall be as valid and effectual as if it had been passed at such a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the members.

VOTES OF MEMBERS

14. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the Directors may approve and shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates. Regulations 60 and 61 of Table A shall not apply.

ALTERNATE DIRECTORS

15. Any Director (other than an Alternate Director) may appoint any other Director, or any other person acceptable to the Board who is willing to act, to be an Alternate Director and may remove from office an Alternate Director so appointed by him. Regulation 65 of Table A shall not apply.
16. An Alternate Director shall cease to be an Alternate Director if his appointor ceases for any reason to be a Director. Regulation 67 of Table A shall not apply.

DIRECTORS

17. Any Director who, by request, goes or resides abroad for any purposes of the Company or who performs any services which in the opinion of the Directors go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine and such remuneration shall be in addition to any remuneration provided for, by or pursuant to any other Article or Regulation.

POWERS OF DIRECTORS

18. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company upon such terms (including terms as to remuneration) as they may think fit and may delegate to any person so appointed any of the powers vested in or exercisable by them including power to sub-delegate. The Directors may remove any person appointed under this article and may revoke or vary such delegation but no person dealing in good faith and without notice of any such revocation or variation shall be affected by it. Regulation 71 of Table A shall not apply.
19. The Company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the Directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons as the Directors may from time to time determine.

BORROWING POWERS

20. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and subject to Section 80 of the Companies Act 1985, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party (including the Company's holding Company).

DELEGATION OF DIRECTORS' POWERS

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

APPOINTMENT AND REMOVAL OF DIRECTORS

22. Any member holding, or any members holding in aggregate a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at general meetings of the Company, may by memorandum in writing signed by or on behalf of him or them and delivered to the Registered Office or tendered at a meeting of the Directors or at a general meeting of the Company at any time and from time to time appoint any person to be a Director either to fill a vacancy or as an additional Director or remove any Director from office howsoever appointed.
23. Without prejudice to the powers conferred by the last preceding article, any person may be appointed a Director by the Directors either to fill a vacancy or as an additional Director.
24. No Director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a Director, by reason of his having attained any particular age.
25. Regulations 73 and 80 (inclusive) and the last sentence of Regulation 84 of Table A shall be modified accordingly.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

26. The office of a Director shall be vacated not only upon the happening of any of the events mentioned in Regulation 81 of Table A but also if he is removed from office pursuant to these articles. Regulation 81 of Table A shall be modified accordingly.

DIRECTORS' GRATUITIES AND PENSIONS

27. The Directors may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any Director or former Director or the relations, connections or dependants of any Director or former Director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such body corporate and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No Director or former Director shall be accountable to the Company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company. Regulation 87 of Table A shall not apply.
28. The Directors may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

POWERS AND DUTIES OF DIRECTORS

29. A Director who to his knowledge 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 317 of the Act. Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted, and he shall be taken into account in ascertaining whether a quorum is present. Regulations 94 to 96 (inclusive) of Table A shall not apply.
30. Any notice or other document may be served on or delivered to any member by the Company either personally or by sending it by post in a prepaid envelope or wrapper addressed to the member at his registered address, or by leaving it at that address addressed to the member, or by any other means authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly.
31. Any notice or other document, if sent by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so left. Regulation 115 of Table A shall not apply.

32. Any notice or other document may be served on or delivered to any person or persons entitled to a share in consequence of the death or bankruptcy of a member by the Company in any manner which would be permitted by the articles if the person or persons concerned were a member or were members and either addressed to him or them by name or by the title of representatives of the deceased or trustee of the bankrupt or by any like description at the address (if any) within the United Kingdom supplied by him or them for that purpose. Until such address has been supplied, a notice or other document may be served on or delivered to the person or persons so entitled in any manner in which it might have been served or given if the death or bankruptcy had not occurred. Regulation 118 of Table A shall not apply.

DESTRUCTION OF DOCUMENTS

33. The Company may destroy:—

- (a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
- (b) any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration; and
- (c) any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it

and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certification duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:—

- (i) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- (ii) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions or proviso (i) above are not fulfilled; and
- (iii) references in this Article to the destruction of any document include references to its disposal in any manner.

INDEMNITY

34. Subject to the provisions of the Act, but without prejudice to any indemnity to which the persons concerned may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him as such Director or other officer or auditor in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability. Regulation 119 of Table A shall not apply.

*Certified to be a true copy of the Articles of Association
of Blacknell Buildings Ltd as adopted on 30th June 1986.*

PAH
[Signature]
Chairman.

467399

**PANNELL
KERR
FORSTER**

CHARTERED ACCOUNTANTS

New Garden House
78 Hatton Garden
London EC1N 8JA
Telephone: 01-831 7393
Telex: 295928
Telefax: 01-405-6736

The Directors
Blacknell Buildings Limited
25 Westmead
Farnborough
Hampshire

7/JG/10.19

22 April 1988

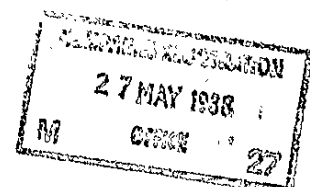
Dear Sirs

We give notice under Section 390 of the Companies Act 1985 of our resignation as auditors to Blacknell Buildings Limited, such resignation to be effective as from the date on which completion of the acquisition of the entire issued share capital of the company from Montague L. Meyer PLC takes place.

We confirm that there are no circumstances connected with our resignation which we consider should be brought to the notice of the members or creditors of the company.

Yours faithfully

Pannell Kerr Forster



The principal place of business where the list of partners' names is open to inspection is 78 Hatton Garden London EC1N 8JA

Associated Firms and Offices

Aldershot Banbury Belfast Birmingham Bristol Cardiff Coatbridge Colchester Darlington Derby Doncaster Dublin Edinburgh Exeter Glasgow Gl. Yarmouth Guernsey Guildford Ipswich Isle of Man Jersey Leeds
London Liverpool Manchester Metherell Newcastle Abbot Norwich Nottingham Plymouth Sheffield Torquay Worcester Belgium Denmark France Germany Italy Netherlands Norway Sweden Switzerland
Australia Brazil Canada Central and South America Caribbean Australia New Zealand Africa Middle and Far East

THE COMPANIES ACT 1985

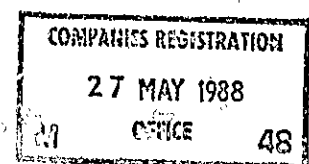
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

BLACKNELL BUILDINGS LIMITED

(Incorporated on the 19th April 1949)



The Companies Act 1985
Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

OF BLACKNELL BUILDINGS LIMITED

1. The name of the Company is Blacknell Buildings Limited.
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:--*
 - (A) (i) To carry on the trades or businesses of manufacturers of and/or dealers in, importers, exporters and licensors of constructions and erections of all kinds in the manufacture of which timber, wood, plywood, plastics, glass, metals or synthetic materials are used, and of any necessary accessories and adjuncts thereto, and of any articles used in connection therewith.
 - (ii) To carry on the trades or businesses of manufacturers of and/or dealers in, importers and exporters and licensors of plywoods, hard and soft woods, wood floorings, parquets, panelling and veneers, and the business of woodworkers, turners, joiners, sawyers, flooring manufacturers, furniture manufacturers, and of cork and cork substitutes, and articles and merchandise comprised wholly or partly thereof, shop fitters, decorators and furnishers, and of glue and chemical manufacturers and engineers in all their branches, and of merchants and dealers in wood, timber, plywoods, glass, metals, plastics, synthetic materials, rubber and rubber substitutes, waterproofing materials and substances, and in concrete, minerals, stone and building and constructional requisites, marble and stone merchants, mechanical, electrical and sanitary engineers, electro-platers, enamellers, japanners, annealers, coopers, packing case makers, machinists, fitters, masons, smiths, van and wagon and railway proprietors, warehousemen, ironfounders, toolmakers, carriers and general merchants.

* A new Clause 3 was adopted pursuant to a Special Resolution passed at an Extraordinary General Meeting of the Company held on 9th May 1988.

- (P) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company.
- (Q) To acquire by purchase, lease exchange, hire or otherwise, hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
- (R) To erect, alter or maintain any buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance or any of the above.
- (S) To acquire by subscription or otherwise and hold, sell, deal with or dispose of any shares, stock, debentures, debenture stocks, or other securities of any kind whatsoever, guaranteed by any Company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (T) To borrow or receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charges on the undertaking or on all or any of the assets bankers.
- (U) To guarantee support and/or secure either with or without consideration the payment or any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any company or person and in particular (but without prejudice to the generality of the foregoing) of any company which is, for the time being the Company's holding company as defined by Section 736 of the Companies Act 1985 or another subsidiary, as defined by the said section of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collateral or further to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint venture arrangements with any person, persons, firm or company.
- (V) To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which this company is a member or is otherwise interested, and generally as the Directors think fit.
- (W) To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights or information so acquired.
- (X) To take part in the formation, management, supervision or control of the

business or operation of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, Consultants, experts or agents.

- (K) employ experts, consultants, and valuers to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (L) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of this Company and to acquire, hold, dispose of shares, stocks or securities issued by or any other obligations of any such company.
- (M) To draw, accept and negotiate promissory notes, bills of exchange and other negotiable instruments.
- (N) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (O) To pay for any property or rights acquired by the Company either in cash or fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in case by instalments or otherwise, or in fully or partly paid-up shares or stock of the company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (Q) To enter into arrangements for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company.
- (R) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such considerations as the Company may think fit.

- (T) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary or the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up establish, support and maintain superannuation and other funds of schemes (whether contributory or non-contributory for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (U) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (V) To distribute in specie assets of the Company properly distributable amongst the members, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (W) To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by through factors, trustees or agents.
- (X) To do all such things as are incidental to or which the Company may think conducive with the above objects or any of them.

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

4. The liability of the Members is limited.

5. The share capital of the Company is £25,000.00*

* The share capital of the Company was increased from £25,000.00 to £350,000.00 by the creation of a further 325,000 shares of £1 each ranking pari passu with the existing share capital of the Company pursuant to a Special Resolution of the Company passed at an Extraordinary General Meeting of the Company held on 9th May 1988.

We, the several persons whose names, addresses and descriptions are subscribed are desirous of being form 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.

Name, address and Description of Subscribers

Number of Shares taken
by each Subscriber

REGINALD CHARLES BROCK
Buckland
Cousley Wood
Wadhurst Sussex

One

Company Director

WILLIAM JAMES WILSON
"Sebakwe"
Robbery Bottom Road
Walwyn
Herts

One

Chartered Accountant

Dated this 4th day of April 1949

Witness to the above signatures :

OLIVE M Y CUTTER
17 Tower Road
Dartford
Kent

Secretary

The Companies Act 1985
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of BLACKNELL BUILDINGS LIMITED (Articles adopted on 9th May 1988)

PRELIMINARY

1. Subject as hereinafter provided the Regulations incorporated in Table A set out in the Schedule to The Companies (Tables A to F) Regulations 1985 shall apply to the Company.
2. Regulations 3, 8, 24, 35, 54, 64, 73 to 77 (inclusive), 94 to 97 (inclusive), 118, the second and third sentences of Regulation 79 and the last sentence of Regulation 84 of Table A shall not apply to the Company but the articles hereinafter contained together with the remaining Regulations of Table A shall, subject to the modifications hereinafter expressed, constitute the articles of the Company.
3. Any reference in these articles to an enactment shall be construed as a reference to that enactment as amended or extended by or under any other enactment.

PRIVATE COMPANY

4. The Company is a private company, and accordingly:--
 - (a) no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise); and
 - (b) no shares in or debentures of the Company shall be allotted, nor shall any agreement to allot such shares or debentures be made, (whether for cash or otherwise), with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purposes of this article as they apply for the purposes of the Act.

INTERPRETATION

5. In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Act" the words "and any regulations adopting in whole or in part the same".

SHARE CAPITAL

6. Subject to the provisions of the Act and to the provisions of Article 8(C)(1) and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as they may determine.
7. Section 89(1) of the Act shall not apply to the allotment by the Company of any equity security.
8. (A) The share capital of the Company at the date of the adoption of this article is £350,000 divided into 273,000 preference shares of £1 each 27,000 'A' ordinary shares of £1 each and 50,000 ordinary shares of £1 each.

The rights attaching to the respective classes of shares shall be as follows:

(i) Income.

The profits of the Company in respect of each financial year shall be applied as follows (save that no dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company):-

(a) First in paying to the holders of the preference shares a fixed cumulative preferential net cash dividend (hereinafter in these articles referred to as "the Preference Dividend") of 10 pence per annum on each share payable half yearly on the 31st March and the 30th September.

(b) Second in paying to the holders of the 'A' ordinary shares as a class in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these articles referred to as "the Participating Dividend") of a sum equal to 6% of the Net Profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relevant financial year in excess of £500,000. The Participating Dividend (if any) shall be paid not later than 6 months after the end of each successive accounting reference period of the Company or not later than 14 days after the annual general meeting at which the audited accounts of the Company for the relevant financial year are presented, whichever is earlier.

For the purpose of calculating the Participating Dividend, the expression "Net Profit" shall mean the net profit of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1):-

(1) before any payment or provision is made for any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserve and before charging or crediting extra-ordinary items;

(2) before deducting any corporation tax (or any other tax levied upon or measured by reference to profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;

(3) before deducting any sum in respect of emoluments (including amounts referred to in paragraph 22(3) of schedule 5 of the Companies Act 1985) payable to the Company's and any subsidiary's Directors and former Directors where such Directors are interested in shares in the Company and their connected persons (as defined by section 533 Income and Corporation Taxes Act 1970).

(c) Third in paying to the holders of the 'A' ordinary shares a cumulative preferential net cash dividend ("the Additional Dividend") for such year on each share of an amount which when added to the Participating Dividend paid for any such year on each 'A' ordinary share shall equal the aggregate of any dividend paid on the ordinary shares and the Excess Remuneration (as hereinafter defined) divided by the number of ordinary shares in issue on the date this article was

adopted as an article of association of the Company.

For the purpose of calculating the Additional Dividend the expression "Excess Remuneration" shall mean emoluments (including amounts referred to in paragraph 22(3) of schedule 5 of the Companies Act 1985) in excess of £115,000 in the aggregate (or such other sum as may be agreed in writing from time to time by the holders of the 'A' ordinary shares) payable in respect of the relevant financial year to the Company's and any subsidiary's directors and former directors where such directors are interested in shares in the Company and their connected persons (as defined by section 533 Income and Corporation Taxes Act 1970) after deducting income tax at the basic rate on such excess sum. The Additional Dividend (if any) shall be paid on the due date for payment of the Participating Dividend.

Any remaining profits which the Company determines to distribute in any financial year shall be applied as follows:-

(1) first in paying to the holders of the ordinary shares a dividend for such year on each share of an amount equal to the amount of dividend excluding the amount of any Additional Dividend paid in respect of that financial year on each 'A' ordinary share;

(2) second in distributing the balance of the profits amongst the holders of the 'A' ordinary and ordinary shares (pari passu as if the same constituted one class of share).

Every dividend shall be distributed to the appropriate shareholders pro-rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Preference Dividend and the Participating Dividend and the Additional Dividend shall (notwithstanding regulations 102 to 108 inclusive contained in Table A or any other provision of these articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable.

(ii) Capital.

On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

(a) first in paying to the holders of the preference shares the subscription price per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the preference shares calculated down to the date of return of capital and payable whether such dividend has been declared or earned or not;

(b) second in paying to the holders of the 'A' ordinary shares the

subscription and purchase price per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not;

(c) third in paying to the holders of ordinary shares per share a sum equal to the amount of capital paid on each 'A' ordinary share; and

the balance of such assets shall be distributed amongst the holders of the 'A' ordinary shares and ordinary shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the 'A' ordinary shares and ordinary shares held by them respectively.

(iii) Conversion.

The holders of the 'A' ordinary shares may at any time convert the whole of their 'A' ordinary shares into a like number of ordinary shares and the following provisions shall have effect:-

(a) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75% majority of the 'A' ordinary shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company;

(b) forthwith thereafter the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' ordinary shares and the Company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;

(c) the ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the remaining ordinary shares in the capital of the Company;

(d) on the date of conversion the Company shall pay a dividend to the holders of the 'A' ordinary shares of a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated on a daily basis to the date of conversion and the Participating Dividend shall be calculated pro rata according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion such profits to be calculated by the Company on a basis acceptable to the holders of the 'A' ordinary shares.

(iv) Redemption.

(a) Subject to the provisions of the Act and these articles the preference shares shall be redeemed in the proportions and on the dates set out below or earlier at the option of the Company:

<u>Redemption date</u>	<u>Number of shares redeemable</u>
31st March 1989	45,500
31st March 1990	45,500
31st March 1991	45,500
31st March 1992	45,500
31st March 1993	45,500
31st March 1994	45,500

(b) Each registered holder of preference shares shall surrender to the Company on or before the dates so fixed the certificates for his shares which are to be redeemed in order that they may be cancelled, and upon such cancellation the Company shall pay to such holder the amount payable in respect of such redemption provided that if any certificate so surrendered includes any shares not redeemable at that time the Company shall issue a fresh certificate for the balance of the shares not redeemable to the holder.

(c) The Company shall pay on each of the preference shares so redeemed the sum of £1 together with a sum equal to any arrears, deficiency or accruals of the cumulative dividends thereon calculated to the date of redemption whether such dividends have been declared or earned or not and the cumulative dividends thereon shall cease to accrue from that date unless upon surrender of the certificate for such shares payment of the redemption moneys shall be refused.

CLASS RIGHTS

(B) Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of a 75% majority of the issued shares of that class. Without prejudice to the generality of this article, the special rights attached to the 'A' ordinary shares shall be deemed to be varied:-

(i) by any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company or any of its subsidiaries, or by any variation of the rights attached to any of the shares for the time being in the capital of the Company or any of its subsidiaries; or

(ii) by the sale of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof; or

(iii) by the disposal of any share in the capital of any subsidiary of the Company; or

(iv) by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges; or

(v) by the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or

(vi) by the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company; or

(vii) by the calling of a meeting of the Company for the purpose of considering a resolution to approve a contract by the Company to purchase any of its shares; or

(viii) by the entering into of a service agreement with any director or the variation of any existing service agreement with a director of the Company; or

(ix) by the calling of a meeting of the Company for the purpose of considering a resolution for amending the memorandum or articles of association of the Company.

FURTHER ISSUE OF SHARES

- (C) (1) Notwithstanding any other provisions of these articles of association the directors shall be bound to offer to any member of the 3i Group (as hereinafter defined) for the time being holding shares in the capital of the Company such a proportion of any shares forming part of the equity share capital of the Company which the directors determine to issue as the aggregate nominal value of shares in the equity share capital of the Company for the time being held by such member of the 3i Group bears to the total issued equity share capital of the Company immediately before the issue of the shares. Any shares issued to a member of the 3i Group pursuant to such offer shall be issued upon no less favourable terms and conditions than those issued to any other person and so that such shares at the request of 3i be registered in the name or names of any one or more members of the 3i Group.

(ii) For the purposes of these articles of association the expression "3i" shall mean 3i plc (a subsidiary of 3i Group plc) and "a member of the 3i Group" shall mean 3i Group plc, 3i and any other subsidiary of 3i Group plc.

TRANSFER OF SHARES

(D) Notwithstanding any other provisions of these articles (other than Article 15 the terms of which must be complied with) a transfer of any shares in the Company held by any member of the 3i Group may be made between the member in the 3i Group holding such shares and any other member in the 3i Group without restriction as to price or otherwise and the directors shall not have power to refuse to register such a transfer.

LIMITATION ON TRANSFER OF CONTROL

(E) (1) No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the previous written consent of 75% majorities of the holders of the 'A' ordinary shares and the holders of the ordinary shares respectively if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company:-

(a) by a person or persons (other than a company to which paragraph (b) below applies) who was or were not a member or members of the Company on the date this article was adopted as an article of association of the Company unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the 'A' ordinary shares at the Specified Price (as hereinafter defined) and all the preference shares at a price per share of at least £1 plus a sum equal to any arrears, deficiency or accruals of the dividends on each such preference share calculated down to the date of sale or transfer; or

(b) by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the April 1985 Edition of the City Code on Takeovers and Mergers) with any member of the Company have or as a result of such sale or transfer will have a Controlling Interest.

(ii) For the purpose of this Article:-

(a) the expression "a Controlling Interest" shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Companies Act 1985) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;

(b) the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment; and

(c) the expression "the Specified Price" shall mean the higher of:-

(1) a price per share of £1 plus a sum equal to any arrears, deficiency or accruals of the dividends on such share calculated down to the date of sale or transfer; and

(2) a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receiveable by the holders of such other shares with having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares provided that if any part of the price per share is payable otherwise than by cash the holders of the 'A' ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;

and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding;

(iii) All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this article save that it shall not apply in the case of the transfer of a share pursuant to the provisions of Article 13(B).

VOTING

(F) Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these articles of association, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder. Provided that the holders of the preference shares shall be entitled to receive notice of all general meetings but shall not be entitled to attend or vote at any general meeting.

9. Subject to Chapter VII of the Act, and Article 8(B)(vii) and in the case of the ordinary shares subject to Article 13(B) the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

10. Subject to Chapter VII of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.

11. Subject to Chapter VI of the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company.

LIEN

12. The lien conferred by Regulation 8 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company: but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of this Regulation. The Company's lien, if any, on a share shall extend to all dividend payable thereon.

TRANSFER OF SHARES

13. (A) The provisions of this Article shall apply only to the ordinary shares in the Company and in this Article the words "member" and "members" shall only apply to holders of ordinary shares.

(B) The Directors shall, subject to paragraph (D) of this Article, register the transfer or, as the case may be, transmission of any shares:-

(i) to a member of the family of a Member or deceased Member;

(ii) to any person or persons acting in the capacity of trustee or trustees of a trust created by a Member (by deed or by will) or upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this paragraph only if such shares are to be held upon the terms of the trust) provided that there are no persons beneficially interested under the trust other than the Member or members of his family and the voting rights conferred by any such shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the trust or the Member or members of his family and also the Directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the Member or members of his family;

(iii) by the trustee or trustees of a trust to which sub-paragraph (ii) above applies to any person beneficially interested under the trust being the Member or a member of his family;

(iv) to the legal personal representatives of a deceased Member where under the provisions of his will or the laws as to intestacy the persons beneficially entitled to any such Shares, whether immediately or contingently, are members of the family (as hereinafter defined) of the deceased Member and by the legal personal representatives of a deceased Member to a member or members of the family of the deceased Member;

(v) to any other Member of the Company.

(C) For the purpose of paragraphs (B) and (K) of this Article but not any other paragraph:

(i) the word "Member" shall not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former Member in any case where the person concerned ceased to be a Member as the result of the creation of the relevant trust; and

(ii) the words "a member of the family of a Member" shall mean the husband, wife, widow, widower, child and remoter issue (including a child by adoption), parent (including adoptive parent), brother and sister (whether of the full or half blood and including a brother or sister related by adoption), and a child and remoter issue of any such brother or sister (including a child by adoption), of the Member.

(D) Notwithstanding the provisions of this Article, the Directors may decline to register any transfer or transmission which would otherwise be permitted hereunder if it is a transfer:

(i) of a share on which the Company has a lien;

(ii) of a share (whether or not it is fully paid) made pursuant to paragraph (J) below.

(E) Save where a transfer is made pursuant to paragraph (B) or Article 8(D) above any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any Member or Members willing to purchase the same (hereinafter called "the purchasing Member") at the price specified therein or at the fair value certified in accordance with paragraph (G) below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

(F) The shares comprised in any transfer notice shall be offered to the Members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the offer notice, provided that if a certificate of valuation is requested under paragraph (G) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members. For the purpose of this Article an offer shall be deemed to

be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more than he shall have applied for. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

(G) Any Member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and on the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

(H) If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (F) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing Members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing Members.

(I) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member. The Company shall pay the purchase money into a separate bank account.

(J) If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph (H) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty subject to paragraph (D) above to transfer all or any of the shares comprised in the transfer notice to any person or persons.

(K) In any case where any shares are held by the trustee or trustees of a trust following a transfer or transfers made pursuant to sub-paragraph (ii) of

paragraph (B) above and it shall come to the notice of the Directors that not all the persons beneficially interested under the trust are members of the family (as hereinafter defined) of the Member by whom the trust was created, the Directors may at any time within twenty-eight days thereafter resolve that such trustee or trustees do transfer such shares and such trustee or trustees shall thereupon be deemed to have served a transfer notice comprising such shares pursuant to paragraph (E) above and to have specified therein the fair value to be certified in accordance with paragraph (G) above and the provisions of this Article shall take effect accordingly. Notice of such resolution shall forthwith be given to such trustee or trustees.

(L) In the application of Regulations 29 to 31 of Table A to the Company:-

(i) save where the proposed transfer or transmission is within paragraph (B) above ("a permitted transfer") any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;

(ii) if a person so becoming entitled shall not have executed a permitted transfer or given a transfer notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days to execute permitted transfers or give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously done so and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to paragraph (E) of this Article relating to those shares in respect of which he has still not executed permitted transfers or given a transfer notice;

(iii) where a transfer notice is given or deemed to be given under this paragraph (L) and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with paragraph (G) of this Article as the fair value thereof.

(M) Whenever any Member of the Company who is employed by the Company in any capacity (whether or not he is also a Director) ceases to be employed by the Company otherwise than by reason of his death the Directors may at any time not later than six months after his ceasing to be employed resolve that such Member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served a transfer notice pursuant to paragraph (E) of this Article and to have specified therein the fair value to be certified in accordance with paragraph (G) of this Article. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

14. Subject to the provisions of Article 8(D), the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share which is not an ordinary share, whether or not it is a full paid share.

15. Notwithstanding any other provision of these Articles the Directors may refuse to register a transfer of a share unless:-

(1) it is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

- (ii) it is in respect of only one class of shares; and
(iii) it is in favour of not more than four transferees.

This Article applies to all classes of shares.

PROCEEDINGS AT GENERAL MEETINGS

16. In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, vote instead of him and that such proxy need not also be a Member. Regulation 38 of Table A shall be modified accordingly.

17. Proxies may be deposited at the Registered Office of the Company at any time before the time of the meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 62 of Table A shall be modified accordingly.

DIRECTORS

18. Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall only be one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 of Table A shall be modified accordingly.

19. A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 346 of the Act or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is otherwise interested, shall declare the nature of his interest at a meeting of the Directors in accordance with section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contracts, transactions or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.

20. In Regulation 87 of Table A there shall be inserted between the words "the directors" and "may" the words "on behalf of the Company".

SPECIAL DIRECTOR

21. Notwithstanding any limitation on the number of directors imposed by these articles of association 31 shall be entitled to appoint as a director of the Company any person (hereinafter referred to as "a Special Director") approved by the directors of the Company (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. A Special Director shall not be required to hold any share qualification nor shall he be subject to retirement by rotation. The remuneration and reasonable expenses to be paid to a Special Director shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 31. Upon receipt of a written request by 31 the Company shall also procure that a Special Director be appointed a director to any subsidiary of the Company.

BORROWING POWERS

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

- (i) of borrowing or securing the payment of money;
- (ii) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
- (iii) of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Act) of issuing debentures.

but so that:-

(a) the Directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations and by virtue of any like operations by any subsidiary of the Company (including any liability (whether ascertained or contingent) under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not without the previous sanction of the 'A' ordinary shareholders exceed a sum which is the greater of £1,500,000 or twice the aggregate of the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and the amounts for the time being standing to the credit of the capital and revenue reserves and the share premium account of the Company and all its subsidiaries (excluding any amounts arising from the writing up of the book values of any capital assets any amounts attributable to goodwill and minority interests and any amounts set aside for future taxation) all as shown by the then latest audited consolidated balance sheet of the Company;

(b) no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;

(c) no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;

(d) except with the previous sanction of the holders of the 'A' ordinary shares no mortgage or charge shall be created on any part of the undertaking property or assets of the Company or any subsidiary of the Company except for the purpose of securing moneys borrowed from any member of the 3i Group with interest thereon and from bankers with interest thereon and bank charges.

INDEMNITY

23. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation

thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

REGINALD CHARLES BROOK
Tucklands
Coveley Wood
Wedhurst
Sussex

Company Director

WILLIAM JAMES WILSON
"Sebakwe"
Robbery Bottom Road
Welwyn
Herts

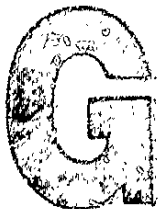
Chartered Accountant

Dated this 4th day of April 1949

Witness to the above Signatures:-

OLIVE M. Y. CUTTER
17 Tower Road
Dartford
Kent

Secretary



COMPANIES FORM No. 123

**Notice of increase
in nominal capital**

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[] [] [] []

467399

Name of company

* BLACKNELL BUILDINGS LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 9th May 1988 the nominal capital of the company has been
increased by £ 325,000.00 beyond the registered capital of £ 25,000.00

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

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

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow: the Shares rank pari passu in all
respects with the existing share capital.

Please tick here if
continued overleaf

☐

† delete as
appropriate

Signed

[Director] ~~[Secretary]~~ † Date

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

Messrs. Fraser Brown

Solicitors

84 Friar Lane

Nottingham

N31 6ED

For official Use
General Section

Post room

COMPANIES REGISTRATION

27 MAY 1988

M

OFFICE

48

COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS

of

BLACKWELL BUILDINGS LIMITED

Passed 9th May 1988

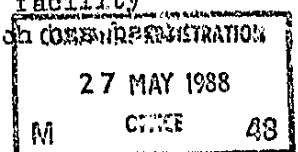
At an Extraordinary General Meeting of the Company held on 9th May 1988 the following Resolutions were duly passed as Special Resolutions :

RESOLUTIONS

1. That the authorised share capital of the Company be increased from £25,000 divided into 25,000 shares of £1 each to £350,000 by the creation of a further 325,000 shares of £1 each to rank pari passu with the existing shares of the Company.
2. That the share capital of the Company be and the same is hereby re-organised so that:-
 - (a) The 8,750 shares of £1 each at present issued to 3i plc ("3i") and fully paid shall be re-designated as 'A' ordinary shares of £1 each;
 - (b) The remaining 16,250 shares of £1 each at present issued and fully paid shall be designated as ordinary shares of £1 each;
 - (c) The 325,000 unissued shares of £1 each shall be re-designated as follows:-
 - (i) 33,750 as ordinary shares of £1 each;
 - (ii) 18,250 as 'A' ordinary shares of £1 each;
 - (iii) 273,000 as preference shares of £1 each.

all such shares having the rights set out in the Articles of Association as amended by Special Resolution 5 below.

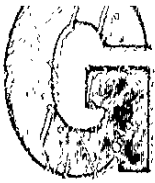
3. (A) That the directors are unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot and dispose of or grant options over the Company's shares to such persons, on such terms and in such manner as they think fit, up to a total issued share capital of the Company of £350,000 at any time during the period of five years from the date hereof;
- (B) That the subscription by "3i" for 18,250 'A' ordinary shares of £1 each in the Company representing together with 3i's existing holding of 8,750 'A' ordinary shares 35.06% of the issued equity share capital of the Company after such subscription and for 273,00 preference shares of £1 each in the Company both on the terms set out in an accepted facility offer entered into between the Company and 3i (a copy of which was produced to this meeting) be and is hereby approved.



That the Memorandum of Association of the Company be amended by the deletion of the existing Clause 3 and the substitution therefor of a new Clause 3 in the form of the draft annexed hereto and signed by the Chairman for the purpose of identification.

5. That the Articles of Association of the Company be and they are hereby amended by the substitution therefor of new Articles of Association in the form of the draft annexed hereto and signed by the Chairman for the purpose of identification.

.....
Chairman



Notice of increase in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

467399

Name of company

* BLACKNELL BUILDINGS LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 9th May 1988 the nominal capital of the company has been
increased by £ 325,000.00 beyond the registered capital of £ 25,000.00

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

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

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow: the Shares rank pari passu in all
respects with the existing share capital.

Please tick here if
continued overleaf

--

† delete as
appropriate

Signed

[Signature]

[Director][Secretary]† Date

23/5/88

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

Messrs. Fraser Brown
Solicitors
84 Friar Lane

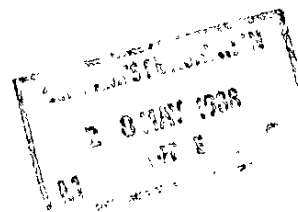
Nottingham NG1 6ED

EDP/JJM

For official Use
General Section

Post room

Form F125 (No. 123)
© Fourma Publishing
27 & 28 St Albans Place
London N1 0NX
July 1985



467379



SPECIAL RESOLUTION

BLACKNELL BUILDINGS LIMITED

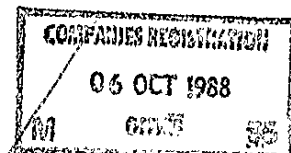
COMPANY NUMBER 467399

At an extraordinary general meeting of the above named company duly convened and held at Leads Road, Hull HU8 0BZ on the 27th September 1988, the following special resolution was duly passed:

" The name of the company be and is hereby changed to Blacknell Building Products Limited."

Signed: G.O. Cawser Chairman.

G.O. CAWSER.



MB/440/001516

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 467399

I hereby certify that

BLACKNELL BUILDINGS LIMITED

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

BLACKNELL BUILDING PRODUCTS LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 26 OCTOBER 1988

A handwritten signature in black ink, appearing to read 'D. James'.

D. JAMES

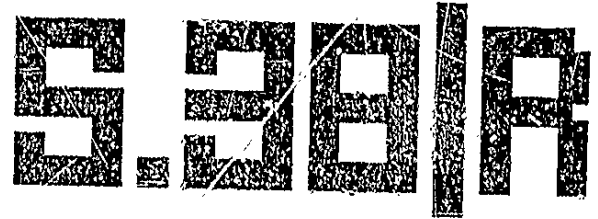
an authorised officer



Rule 3.32 The Insolvency Act 1986

Receiver or Manager or
Administrative Receiver's
Abstract of Receipts and Payments

Pursuant to section 38 of the
Insolvency Act 1986
Rule 3.32(1) of the Insolvency Rules
1986



For Official Use

--	--	--

To the Registrar of Companies

- *To the Company
- *To the members of the creditors committee
- *To the appointor of administrative receiver

Company Number

467399

Name of Company

Blacknell Building Products Limited

I/We ~~M J Moore~~

C J Hughes

S Taylor

of ~~Albion Court~~
~~5 Albion Place~~
~~Leeds LS1 6JP~~

Shelley House
3 Noble Street
London EC2V 7DQ

Cumberland House
35 Park Row
Nottingham NG1 6FY

appointed receiver(s) / manager(s) / receiver(s) and manager(s)
/ administrative receiver(s) of the company on

11th September 1990

present overleaf my/our abstract of receipts and payments for
the period from

11th September 1990

to

10th September 1991

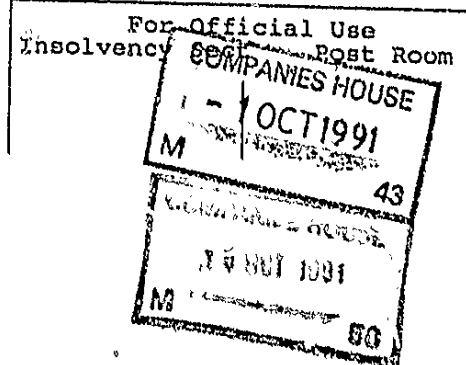
Number of continuation sheets attached

Signed

Date 26/9/91

Cork Gully
Albion Court
5 Albion Place
Leeds LS1 6JP

Ref: BB390L2/SRP/



Note

ABSTRACT

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since he was appointed

*Delete as appropriate

RECEIPTS		£
Brought forward from previous Abstract (if any)		0.00
Sales		
Sales (2)		233865.43
Sales (3)		66139.89
Sales (4)		79138.44
Property (1)		118.95
Plant and machinery		1500000.00
Insurance refund		166934.39
Book debts		16.72
Plant and machinery		129386.36
Interest received (Gross)		5000.00
Miscellaneous		4466.49
		14629.63
Carried forward to *continuation sheet/next Abstract		2199696.30
PAYMENTS		£
Brought forward from previous Abstract (if any)		0.00
Wages and salaries		49892.22
Sub-contract		150.00
Material purchases		36463.06
Carriage		6030.63
Other direct costs		4535.59
Wages and salaries		30224.04
Heat and light		5378.50
Telephone		14.00
Rent, rates & insurance		400.55
Professional fees		8191.94
HP, leasing and rental		1533.81
Cleaning		655.39
Motor and travel		1345.05
Advertising		965.90
Security		88.50
Repairs and renewals		632.67
Stationery and postage		17.50
Bank charges and interest		600.00
Reservation of title claims		969.60
Petty cash		1800.00
Sundry expenses		188.00
Legal fees		15353.60
Architect's/surveyor's fee		3772.88
Fixed Charge Creditor (1)		608005.12
Fixed Charge Creditor (2)		1011194.09
Bank charges		288.06
Hire of room		100.99
Settlement of ROT		5987.64
Specific penalty premium		285.68
Receiver/liquidator's fee		95000.00
Carried forward to *continuation sheet/next Abstract		1890065.01

*Delete as appropriate

Rule 3.32 The Insolvency Act 1986

**Receiver or Manager or
Administrative Receiver's
Abstract of Receipts and Payments**

Pursuant to section 38 of the
Insolvency Act 1986
Rule 3.32(1) of the Insolvency Rules
1986

9.30.19

For Official Use

To the Registrar of Companies

- *To the Company
- *To the members of the creditors committee
- *To the appointor of administrative receiver

Company Number

467399

Name of Company

Blacknell Building Products Limited

I/We M J Moore

of Albion Court
5 Albion Place
Leeds LS1 6JP

S Taylor

Cumberland House
35 Park Row
Nottingham NG1 6FY

~~appointed receiver(s) / manager(s) / receiver(s) and manager(s)~~
/ administrative receiver(s) of the company on

11th September 1990

present overleaf my/our abstract of receipts and payments for
the period from

11th September 1990

CONTINUATION SHEET

to

10th September 1991

Number of continuation sheets attached

Signed

Date

Cork Gully
Albion Court
5 Albion Place
Leeds LS1 6JP

Ref: BB390L2/SRP/

For Official Use
Insolvency Sect Post Room

COMPANIES HOUSE

- 10 OCT 1991

M

43

Note

ABSTRACT

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since he was appointed

*Delete as appropriate

RECEIPTS	
Brought forward from previous Abstract (if any)	£ 2199696.30
Carried forward to *continuation-sheet/next Abstract	2199696.30
PAYMENTS	
Brought forward from previous Abstract (if any)	£ 1890065.01
Agent's fees	22500.00
Architect/Surveyor's fees	49.06
Sundry expenses	10695.78
VAT Receivable	6130.66
Carried forward to *continuation-sheet/next Abstract	1929440.51

*Delete as appropriate

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Rule 3.32 The Insolvency Act 1986

Receiver or Manager or
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Abstract of Receipts and Payments

Pursuant to section 38 of the
Insolvency Act 1986
Rule 3.32(1) of the Insolvency Rules
1986

E.381A

For Official Use

--	--	--

To the Registrar of Companies

- *To the Company
- *To the members of the creditors committee
- *To the appointor of administrative receiver

Company Number

467399

Name of Company

Blacknell Building Products Limited

I/We M J Moore

of Albion Court
5 Albion Place
Leeds LS1 6JP

S Taylor

Cumberland House
35 Park Row
Nottingham NG1 6FY

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/ administrative receiver(s) of the company on

11 September 1990

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the period from

11 September 1991

to

10 September 1992

Number of continuation sheets attached

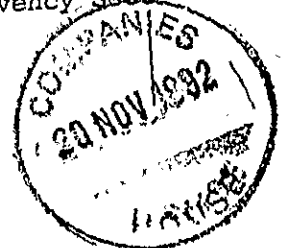
Signed

Date 13/11/92.

Cork Gully
Albion Court
5 Albion Place
Leeds LS1 6JP

Ref: BB390L2/SRP/

For Official Use
Insolvency Sect Post Room



Note

ABSTRACT

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since he was appointed

*Delete as appropriate

RECEIPTS		£
Brought forward from previous Abstract (if any)		2199696.30
Refund of R O T		79.00
Interest received (CRT)		259.34
3i plc		0.02
Interest received (Gross)		20843.53
Miscellaneous		366.15
Trading creditors		14353.66
Pensions		2117.76
Carried forward to *continuation sheet/next Abstract		2237715.76
PAYMENTS		£
Brought forward from previous Abstract (if any)		1929440.51
Wages and salaries		7138.76
Wages and salaries		25696.23
Telephone		1414.08
Book debts		11105.82
Midland Bank Plc		142.48
Bank charges		26.00
Receiver/liquidator's fee		40000.00
VAT Receivable		7191.25
VAT Overpayment		109.55
Carried forward to *continuation sheet/next Abstract		2022264.68

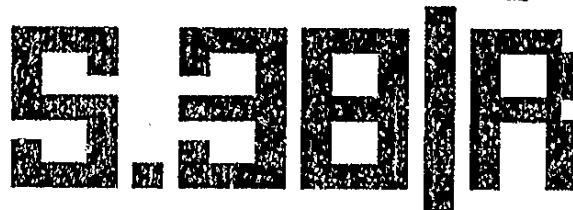
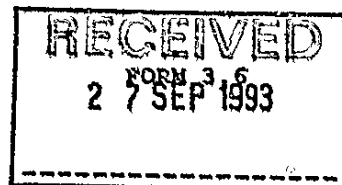
*Delete as appropriate



Rule 3.32 The Insolvency Act 1986

Receiver or Manager or
Administrative Receiver's
Abstract of Receipts and Payments

Pursuant to section 38 of the
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Rule 3.32(1) of the Insolvency Rules
1986



For Official Use

To the Registrar of Companies

- *To the Company
- *To the members of the creditors committee
- *To the appointor of administrative receiver

Company Number

467399

Name of Company

Blacknell Building Products Limited

I/We M J Moore

S Taylor

of Albion Court
5 Albion Place
Leeds LS1 6JP

Cumberland House
35 Park Row
Nottingham NG1 6FY

appointed receiver(s) / manager(s) / receiver(s) and manager(s)
/ administrative receiver(s) of the company on

11 September 1990

present overleaf my/our abstract of receipts and payments for
the period from

11 September 1992

to

10 September 1993

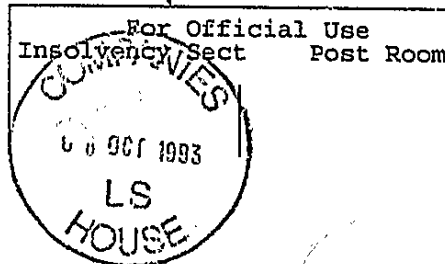
Number of continuation sheets attached

Signed

Date 27/9/93

Cork Gully
Albion Court
5 Albion Place
Leeds LS1 6JP

Ref: BB390L2/SRP/JEC



Note

ABSTRACT

The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver since he was appointed

*Delete as appropriate

RECEIPTS		£
Brought forward from previous Abstract (if any)		2237715.76
Interest received (CRT)		1272.27
Book debts		1559.02
3i plc		6388.00
Midland Bank Plc		9342.00
Interest received (Gross)		9861.49
Pensions		469.32
Carried forward to *continuation sheet/next Abstract		2266607.86
PAYMENTS		£
Brought forward from previous Abstract (if any)		2022264.68
Agent's fees		281.58
Bank charges		15.60
VAT Receivable		49.28
Carried forward to *continuation sheet/next Abstract		2022611.14

*Delete as appropriate

**COMPANIES FORM No. 600****Notice of appointment of liquidator
Voluntary winding up
(Members or Creditors)****600**

Please do not
write in
this margin.

Pursuant to section 109 of the Insolvency Act 1986

✓ 4030

22 FEB 1994

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

To the Registrar of Companies

For official use Company number

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

467399

Name of company

Blacknell Building Products Limited

* Insert full name
of company

Nature of Business

Manufacturer of window units

I/We give notice that I/we have been appointed liquidator(s) of the above company

on 14th February 19 94

† Delete as
appropriate

The appointment was by ~~[the company]~~ [the creditors]†

Type of liquidation ~~[Members]~~ [Creditors]†

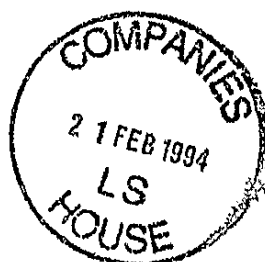
Name of Liquidator	Paul Howard Finn
Office holder number	5367
Address	4 Queen Street, Leeds LS1 2TW
Signature	Date 14th February 1994

Name of Liquidator	
Office holder number	
Address	
Signature	Date

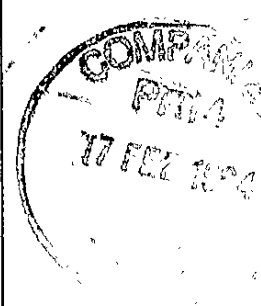
Presentor's name, address and
reference (if any):

Finn Associates
4 Queen Street
Leeds
LS1 2TW

For official use
General section



Post room



Time critical reference

Rule 4.34 CVL The Insolvency Act 1986

Statement of Company's
AffairsPursuant to Section 95/99 of the
Insolvency Act 1986**S.95/99**

For official use

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To the Registrar of Companies

Company Number

467399

Name of Company

(1) Insert full name
of company.

(1) Blacknell Building Products Limited

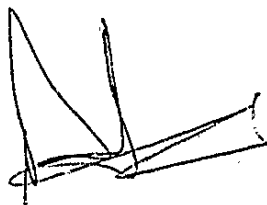
Limited

(2) Insert full name(s) I/We (2)
and address(es).Paul Howard Finn
4 Queen Street
Leeds
LS1 2TW

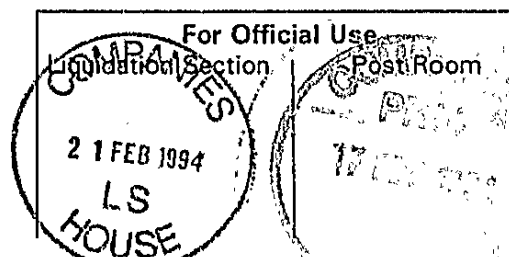
(3) Insert date.

the liquidator(s) of the above named company attach a statement of the
company's affairs as at (3) 14th February 1994

Signed



Date 14th February 1994

Presenter's name,
address and reference
(if any).P H Finn
Finn Associates
4 Queen Street
Leeds
LS1 2TWThe Solicitors' Law Stationery Society plc, Paulton House,
8 Shepherdess Walk, London N1 7LB

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Insolvency-Company 4.20

AFFIDAVIT

I, Frank Russell Harper

of 2, Broadstairs Close, Howden Park, Sutton, Hull

Sworn at London
West Yorkshire
 Date 14TH Feb 1994

F. Hope.

Before me

Stephen P. Grubel
A Solicitor or Commissioner of Oaths

Before swearing the affidavit, the Solicitor or Commissioner is particularly requested to make sure that the full names, addresses and description of the Deponents are stated, and to initial any crossings-out or other alterations in the printed form. A deficiency in the affidavit in any of the above respects will mean that it is refused by the court, and will need to be re-sworn.

A - SUMMARY OF ASSETS

Assets	Book Value £	Estimated to Realise £
Assets specifically pledged:-		
Fixed charge surplus funds held by joint administrative receivers		50,895
Less: due to Midland Bank Plc		(1)
Assets not specifically pledged:-		
Floating charge funds held by joint administrative receivers		176,684
Estimated total assets available for preferential creditors £		227,578

This is the exhibit marked 'A' referred to in the affidavit of Frank Russell Wagner

Signature Stephen P. Grier Date 14/2/94

A1 - SUMMARY OF LIABILITIES

		Estimated to realise £
Estimated total assets available for preferential creditors (carried from page A)	£	227,578
LIABILITIES		
Preferential creditors:-	£	
As listed	203,861	
Less: floating charge funds held by joint administrative receivers	(176,684)	(176,684)
Balance c/d to unsecured creditors	(27,177)	
Estimated deficiency/surplus as regards preferential creditors	£	50,894
Debts secured by a floating charge:-	£	
	Nil	Nil
Estimated deficiency/surplus of assets available for non-preferential creditors	£	50,894
Non preferential claims:-	£	
Trade creditors as list B	907,408	
Preferential creditors b/d	27,177	
Others	28,240	(962,825)
Estimated deficiency/surplus as regards creditors	£	(911,931)
Issued and called up capital:-	£	
Ordinary shares of £1 each	50,000	
'A' Ordinary shares of £1 each	27,000	
10% Cumulative preference shares £1 each	273,000	(350,000)
Estimated total deficiency/surplus as regards members	£	(1,261,931)

This is the exhibit marked 'A1' referred to in the affidavit of Frank Daniel Heper.
 Signature Stephen P. Gledhill Date 14/2/94

BLACKNEEL BUILDING PRODUCTS LIMITED

B COMPANY CREDITORS

NOTE: You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
A B Rooms 4 Field Street Holderness Road Hull	2.30	Nil		
Al Tyre Services Transport House James Reckitt Avenue Hull North Humberside	149.89	Nil		
Abbotsgate Printers 148-152 Sculcoates Lane Hull	2,259.73	Nil		
Access Hire Limited 24 Cumberland Street Hull	46.00	Nil		
Admiral Industrial Unit 8 Fleming Industrial Estate Sengenworth East Fareham	564.55	Nil		
Adrian Law Millwood House 26 Donisthorpe Street Leeds LS10 1PL	2,755.40	Nil		
Air Plants Limited 295 Aylestone Road Leicester	47.96	Nil		
Alexandra Workwear Alexandra House Britannia Road Bristol	107.06	Nil		
Amalgamated Packaging Manor Mill Lane Millsaw Leeds LS11 8DF	370.88	Nil		
Anglair Limited Dobbs Lane Kesgrave Ipswich IP5 7QQ	63.88	Nil		

This and the subsequent eighteen pages are the exhibit marked 'B' referred to in
 Signature..... *Stephen L. Gimpel* Date..... 14/2/94 the affidavit of
 F. G. Gimpel

BLACKNELL HEADING PRODUCTS LIMITED**B COMPANY CREDITORS**

NOTE: You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
APP Industrial Services 112, Flower Close Gainsborough Lincolnshire DN21 1AU	1,142.76	Nil		
Arco Limited PO Box 21 Waverley Street Hull	112.61	Nil		
Arthur Shaw 1 Rose Hill Willenhall West Midlands	34,208.83	Nil		
Atochem UK Limited Coltrec Lane Thatcham Newbury Berks	4,582.29	Nil		
Baxenden Chemicals Paragon Works Baxenden Accrington Lancashire	172.50	Nil		
BBA P O Box 195 Bucknalls Lane Garston Watford Herts WD2 7NG	852.90	Nil		
Behnol Limited 4-10 Cannon Street Shirley Southampton	4,039.95	Nil		
BOC Limited P O Box 6 Worsley Manchester	89.51	Nil		
Bootham Engineers Cayton Low Road Eastfield Scarborough	2,162.00	Nil		
Gray Lectro Heat Limited Gelderd Place Leeds LS12 6HL	443.02	Nil		

Signature..... *John P. Grier* Date..... 14/2/94

BLACKSELL BUILDING PRODUCTS LIMITED**B COMPANY CREDITORS**

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements, and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
Bridge Packaging Unit A4 Londesborough Business Centre Londesborough Street Hull	7.47	Nil		
British Gas P O Box 50 Leeds LS1 1LE	148.16	Nil		
British Telecom P O Box 56 Leeds	256.30	Nil		
Broady DJ Ings Lane Dunswell Hull	1,148.27	Nil		
BRS Northern Cophall Tower House Station Parade Harrogate North Yorkshire	297.96	Nil		
BSS UK Limited Fleet House Lee Circle Leicester	89.05	Nil		
Camerfield Limited Salisbury Mill Nuttall Street Blackburn Lancashire	331.37	Nil		
Carbide UK Ltd 113-121 Oxford Street Hull	634.64	Nil		
Castle Morpeth Council The Kyllins Loansdale Morpeth Northumberland NE61 2EQ	3,245.44	Nil		
Central Trailer 27 Uxbridge Road	246.42	Nil		

Signature..... *Stephen L. Gilling* Date..... 19/7/90.....

BLACKNELL BUILDING PRODUCTS LIMITED**B. COMPANY CREDITORS**

NOTE: You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
Hayes Middlesex				
Cleaning & Paper Unit 2-3 Leads Road Business Centre Leads Road Hull	354.40	Nil		
Company Searches 33 Crwys Road Cardiff	10.29	Nil		
Computer Limited Newlands Science Park Ind Estate Ingemire Lane Hull	26.91	Nil		
Contract Computers Venridge House English Street Hull	516.72	Nil		
Coop Vehicle Leasing James House 55 Welford Road Leicester	5,232.46	Nil		
Courtauld's Advanced Materials P O Box 2 Summit Littleborough Lancashire OL15 0LT	482.66	Nil		
Crossley Ferguson Rotterdam Road Sutton Field Industrial Estate Hull	88.16	Nil		
Danby & Co Dock Street Hull	143.13	Nil		
Danfost Industrial Leisure Limited English Street Hull North Yorkshire HU3 2DZ	218.04	Nil		

Signature..... *Stephen B. Green* Date..... *14/2/94*

BLACKSEAL BUILDING PRODUCTS LIMITED**IS COMPANY CREDITORS**

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
Danlect Computers 12 Aintree Road Pottville Greenford Middlesex UB6 7LA	332.44	Nil		
Davidson Packaging Pasture Road Ruddington Nottingham	1,741.25	Nil		
Desoutter Limited 319 Edgeware Road Colindale London NW9 6ND	351.90	Nil		
Double Glazing Supplies Units 1/2 DGS Trading Estate Castle Lane Melbourne Leicester	425.22	Nil		
DPS Supplies 42 Rosemary Gardens Blackwater Camberley Surrey	559.70	Nil		
DRG Kwikeal Humphrys Road Woodside Industrial Estate Dunstable Bedfordshire	5,738.05	Nil		
Dumfermline District Council Bellyeoman Road Dumfermline KY12 0AE	13.60	Nil		
Duncan Cameron & HUTC 44-54 Bocking Church Street Braintree Essex CM7 5JX	80.96	Nil		
Ebor Glass Equipment Limited James Hill Street Littleborough Lancashire	293.81	Nil		
Eddison Jackson 61 Market Place Hull HU1 1RQ	287.50	Nil		

Signature.....*Stephen L. Green*..... Date.....*14/2/94*.....S
Sc

BLACKNELL BUILDING PRODUCTS LIMITED**B COMPANY CREDITORS**

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

<u>Creditor Name</u>	<u>Claim</u>	<u>Details of security held by creditor</u>	<u>Date</u>	<u>Value</u>
Edmundson Electrical 27 Seastair Pontefract West Yorkshire	41.13	Nil		
Elliott Workspace Glebe Court Glebe Road Peterborough PE2 8EE	469.94	Nil		
Ellis Everard plc 46 Peckover Street Bradford BD1 5BP	1,371.95	Nil		
Exitex Limited Mount Pleasant Dundalk Ireland	1,196.35	Nil		
Expandite Limited 1-9 Chase Road London NW10 6PS	28.22	Nil		
F M Plastics Limited 806 Oxford Avenue Slough Bucks	1,122.80	Nil		
F R Scott Canning Street Hull HU2 8QS	1,063.21	Nil		
Ferrari Rockingham Drive Linford Wood Milton Keynes MK14 6LH	220.80	Nil		
FireTech Engineering English Street Hull HU3 2DF	109.82	Nil		
First City 6-10 Cambridge Terrace London NW1	8,443.22	Nil		

Signature..... *Stephen P. Gyles* Date..... 14/2/94

BLACKNELL BUILDING PRODUCTS LIMITED**B. COMPANY CREDITORS**

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

<u>Creditor Name</u>	<u>Claim</u>	<u>Details of security held by creditor</u>	<u>Date</u>	<u>Value</u>
Forward Motor Finance Royton House 14 George Road Edgbaston Birmingham B15 1NT	3,951.87	Nil		
Fosroe Fieldhouse Lane Marlow Bucks	34.50	Nil		
Four Supplies 12 Southampton Close Frogmore Camberley Surrey	598.73	Nil		
Francis Bros (Builders) Ltd 11 Armour Road Tilehurst Reading RG3 6EX	172.50	Nil		
Fraser Brown 84 Friar Lane Nottingham NG1 5ED	249.50	Nil		
Fredrick Holland FRICS 11 Bramley Close Cogenhoe Northampton NN7 1LY	253.00	Nil		
Freelance Refinishers Rix Road Stoneferry Hull	322.86	Nil		
Furniture Timber & Allied Trades Thorn House Market Place Long Eaton Nottingham NG10 1LT	17.55	Nil		
G E Marchant Kingston Square Hull HU2 8DD	397.36	Nil		

Gardner Merchant Limited
Arncliffe House

2,584.43

Nil

Signature..... *Stephen L. Gresh* Date..... 14/2/94.....

BLACKNELL BUILDING PRODUCTS LIMITED**IF COMPANY CREDITORS**

NOTE: You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
Arndale Centre Manchester				
Glazpart Limited Wildmere Road Daventry Road Industrial Est Banbury Oxon	144.44	Nil		
Gordian Strapping Gordian House Brunel Road Basingstoke Hants	28.61	Nil		
Granby Hotel Granby Road Harrogate North Yorkshire HG1 4SR	60.00	Nil		
Harcross Timber Imperial House 77 Victoria Street Grimsby DN31 1NH	3,633.36	Nil		
Hestair Management 60 Charles Street Leicester	306.43	Nil		
HMSO 51 Nine Elms Lane London SW8 5DR	14.70	Nil		
HSS Hire Group 25 Willow Lane Mitcham Surrey CR4 4TS	40.48	Nil		
Hull City Council (Rates) Guildhall Hull HU1 2AB	2,634.51	Nil		
Hull Windscreens Limited Blyth Street Hull HU9 1DD	256.38	Nil		

Signature.....

Stephen L. Green

Date.....

15/2/94

8

BLACKNELL BUILDING PRODUCTS LIMITED**B COMPANY CREDITORS**

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
Humberide Chemicals Orange Industrial Estate Raywell Road Gloole North Humberide	2,026.30	Nil		
Humberide G E S Unit B Dontoft Avenue National Avenue Hull HU8 4HF	266.57	Nil		
Humberide Pressure Courtney Street Hull HU8	22.43	Nil		
Hydro Air International Midland House New Road Halesowen West Midlands	156.39	Nil		
Hydro Polymers Newton Aycliffe Co Durham	100,351.88	Nil		
Industrial Adhesives Moor road Chesham Bucks	4,387.39	Nil		
Indusvent Engineering 30 Dudley Road Whalley Range Manchester M16 8DE	241.50	Nil		
Initial Contract Services Trafalgar House 47-49 King Street Dudley West Midlands	1,922.95	Nil		
Initial Supplies Unicorn House 29 Smallbrook Queensway Birmingham B5 4HS	158.45	Nil		
Interlink Brunswick Court Brunswick Square Bristol BS2 8PE	305.20	Nil		

Signature..... *Steve P. Gandy* Date..... 14/2/94

7.

BEACKNELL BUILDING PRODUCTS LIMITED**COMPANY CREDITORS**

NOTE: You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
IGH Services Limited Octavia House Westwood Business Park Westwood Way Coventry Warwickshire CV4 8JP	247.25	Nil		
Isis Pneumatics Stratton Road Marshgate Swindon SN1 2PT	804.42	Nil		
Isofoam Limited Paragon Works Baxenden Nr Accrington Lancashire	97.24	Nil		
J A Peacock 4 Atkinson Gardens Aycliffe Village Co Durham	3,587.78	Nil		
J Good & Sons 71 High Street Hull	679.40	Nil		
J J Donegan 31 Salisbury Avenue Cheam Surrey SM1 2DH	3,963.00	Nil		
J M Lawrie 10 The Stray Off Little Wold Lane South Cave Hull HU15 2AL	21,333.36	Nil		
Jackson Carvers 17 Beverley Road Hull	27.60	Nil		
Kingston Cable Distributions Amsterdam Road Sutton Fields Hull	26.73	Nil		
Kingston Communications Telephone House Carr Lane Hull	2,254.44	Nil		

Signature..... *Stephen P. Gyles* Date..... 14/2/94

BLACKNELL BUILDING PRODUCTS LIMITED

B COMPANY CREDITORS

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
Kingston Communications Carr Lane Hull HU1 3RE	296.29	Nil		
Kingston First Aid Supplies 53 Borrowdale Sutton Park Hull	25.70	Nil		
Kingston Upon Hull CI City Treasury Guildhall Hull HU1 2AB	65,486.34	Nil		
Kwikseal Products Ltd Humphrys Road Woodside Industrial Est Dunstable Beds LU5 4TP	5,738.05	Nil		
Kye Aluminium Ogden Road Wheatley Halls Doncaster DN2 4SG	10,383.91	Nil		
Largotim Limited Ansculf House King Street Dudley West Midlands	35,751.06	Nil		
LB Plastics Firs Works Nether Heage Derby	5,609.70	Nil		
Leitz Tooling UK Flex Meadow The Pinnacles Harlow Essex	120.00	Nil		
Lonsdale Business Forms Dennington Estate Wellingborough Hants	4,099.10	Nil		
Mateor & Nelson St Marks Street	863.79	Nil		

Signature.....

Stephen P. Girdle

Date.....

14/2/94

11

BLACKNEEL BUILDING PRODUCTS LIMITED**IN COMPANY CREDITORS**

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements, and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
Hull HU8 7ET				
Mercantile Credit P O Box 300 Churchill Plaza Churchill Way Basingstoke	9,929.15	Nil		
Mercury Communications Ltd Mercury House 471 Stanningley Road Bramley Leeds LS13 4AR	2,528.08	Nil		
Mercury Hull Limited 132 Saulcoates Lane Hull HU5 1D	114.08	Nil		
Midland Bank 6 Victoria Street Nottingham NG1 2FF	34.50	Nil		
Midland Copying 2 Meadowbank Way Eastwood Nottingham NG16 3SB	235.00	Nil		
Mila Hardware 1 Brunel Close Drayton Fields Industrial Estate Daventry Northamptonshire	29.90	Nil		
MiTek Industries Ltd Midland House New Road Halesowen West Midlands B63 3HY	156.39	Nil		
MLM Printing Carpenters Road Stratford London E15 2DY	201.25	Nil		
Monks & Crane Brown Avenue Leeds LS11 0DT	11.68	Nil		

Signature.....*Stephen P. Gribble*..... Date.....*14/2/94*.....

BLACKWELL BUILDING PRODUCTS LIMITED**4. COMPANY CREDITORS**

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

<u>Creditor Name</u>	<u>Claim</u>	<u>Details of security held by creditor</u>	<u>Date</u>	<u>Value</u>
Montague L Meyer (Hull) Timber Terminal King George Dock Hull HU9 5QE	54,871.01	Nil		
Moss Plastics Limited Langford Lane Kidlington Oxford	543.72	Nil		
Motorola Communications P O Box 140 Basingstoke Hamps	193.93	Nil		
Mr J R Rogers Greystoke Hill Drive Bristol BS8 3UX	190.00	Nil		
National Starch & Chemicals Ltd Galvin Road Slough Berks	140.67	Nil		
Nico Manufacturing 109 Oxford Road Clacton-on-Sea Essex	1,898.54	Nil		
Nileo Chemicals Stewart Road Kingsland Industrial Estate Basingstoke Hamps	50.60	Nil		
Norman Walker (Machinery) Ltd 310 Hawthorne Avenue Hull HU3 5JF	187.53	Nil		
Norman Walker Pneumatics 310 Hawthorn Avenue Hull HU3 5JF	187.53	Nil		
Open University P O Box 77 Walton Hall Milton Keynes MK7 6BT	1,908.45	Nil		

Signature..... Stephen P. Guel Date..... 14/2/94

BLACKNELL BUILDING PRODUCTS LIMITED**1. COMPANY CREDITORS**

NOTE: You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
Osbornes Crookford Hill Elkeley Retford	69.00	Nil		
P Pettifor Flat 11 Jellicoe House Capston Road Hull	75.00	Nil		
Park Rubber Limited Maybrook Road Castle Vale Industrial Estate Minworth Sutton Coldfield	168.13	Nil		
Peacock Building 4 Atkinson Gardens Aycliffe Village Co Durham	6,476.23	Nil		
Permabond Adhesives Woodside Road Eastleigh Hants	246.68	Nil		
Permadoor Industrial Limited Rectory Road Upton-Upon-Severn Wores	2,605.72	Nil		
Perryform Systems 8-11 Padgels Lane South Moons Moat Redditch Wores	17,450.75	Nil		
Pertec Adhesives Griffin Lane Aylesbury Bucks	5,577.96	Nil		
Pilkington Glass Limited Prescot Road St Helens Merseyside	32,415.42	Nil		
Premier Cutting Tools Premier House Rugby Street Hull	131.67	Nil		

Signature..... *Stephen P. G. [unclear]* Date..... 14/2/94

BECKNEEL BUILDING PRODUCTS LIMITED**II: COMPANY CREDITORS**

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
R C R Contract Hire R C R House Kingfield Road Coventry	13,247.50	Nil		
R/S Components P O Box 99 Corby Northants	165.16	Nil		
RA Crundell 21 Hill View Borough Green Sevenoaks Kent TN15 8HB	264.50	Nil		
RAP Industrial Distribution Loomer Road Industrial Est Chesterton Newcastle-Under-Lyme ST5 7LU	124.03	Nil		
RMS Doors Granary Buildings Eastgate Street North Emsham Daveham NR20 5LB	5,140.51	Nil		
Rotamould Murrells Lane Grimley Road Camberley Surrey	1,810.10	Nil		
Royal Mail Lowgate Hull	150.00	Nil		
Ryder Truck Rentals Globe Lane Dukinfield Cheshire SK16 4UL	177,920.25	Nil		
S I A (Hull) Unit 24 Wykeland Industrial Estate Brighton Street Hull	46.00	Nil		
Saint Systems Hull Limited Trafalgar House	1,421.66	Nil		

Signature.....

Stephen P. Gylford

Date.....

14/2/94

BLACKNELL BUILDING PRODUCTS LIMITED**Re COMPANY CREDITORS**

NOTE: You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements, and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

<u>Creditor Name</u>	<u>Claim</u>	<u>Details of security held by creditor</u>	<u>Date</u>	<u>Value</u>
41/45 Beverley Road Hull				
Sealink Central Orbital Trading Park Waverley Street Hull	132.26	Nil		
Securistyle Kingsmead Industrial Estate Princess Elizabeth Way Cheltenham	14,057.92	Nil		
Shaun Ellison Roofing Specialists 1 Schooner Court Anlaby Park Road South Hull HU4 7DD	3,976.70	Nil		
Shell UK Limited Rowlandsway Manchester	2,647.24	Nil		
Shering Builders Ltd 53 Church Street Fordingbridge Hampshire SP6 1DD	48,000.00	Nil		
Sierra Windows Yelberton Industrial Estate Alders Way Paignton Devon	471.86	Nil		
SIS Chemicals THS House 91-92 High Street Lymington Hampshire	140.05	Nil		
Sologlass Oakmead Place Terrace Road South Binfield Bracknell RG12 5AL	64.86	Nil		
Sologlass Strickland Street Hull	12,671.89	Nil		

Signature.....

Stephen P. Gyles

Date.....

14/2/94

BLACKNEAL BUILDING PRODUCTS LIMITED**B. COMPANY CREDITORS**

NOTE: You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements, and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

<u>Creditor Name</u>	<u>Claim</u>	<u>Details of security held by creditor</u>	<u>Date</u>	<u>Value</u>
Specialist Exhibitions c/o Hill Bailey Wells House 15/17 Elmfield Road Brouley Kent BR1 1QP	1,985.90	Nil		
Stelmox 21-23 Gloster Road Martlesham Heath Ind Estate Ipswich Suffolk	5,410.32	Nil		
Stoneferry Post Office & Newsagents 464 Stoneferry Road Hull HU8 0BG	32.80	Nil		
Swan Bearings Limited Lorraine Street Hull HU8 8EG	476.89	Nil		
Tanner & Taylor Westmead Chambers 32 Victoria Road Farnborough GU14 7NZ	759.83	Nil		
Target Fork Lift Limited Gillett Street Hull HU3 4JF	256.91	Nil		
Tarmac Construction Contract Housing 170 Aztec West Almondsbury Bristol	6,350.60	Nil		
Testemp Limited Rope Walk Littlehampton Sussex	141.45	Nil		
The British Plastics Federation 5 Belgrave Square London SW1X 8PD	1,930.05	Nil		
Titon Hardware Limited International House Pear Tree Road Stewway Colchester	29,243.30	Nil		

Signature..... *Stephen P. Gledhill* Date..... 14/2/94

BLACKNEEL BUILDING PRODUCTS LIMITED

COMPANY CREDITORS

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

<u>Creditor Name</u>	<u>Claim</u>	<u>Details of security held by creditor</u>	<u>Date</u>	<u>Value</u>
TNT Express Limited P.O. Box 4 Ramsbottom Lancashire	12.08	Nil		
Tolly Publishing Tolly House 2 Addiscombe Road Croydon CR9 5AF	34.95	Nil		
Touche Ross 1 Woodborough Road Nottingham NG1 3FG	15,525.00	Nil		
Trans Consultancy Service 22 West End Swanland Hull	49.45	Nil		
Unithread Limited 113b Kidmore Road Caversham Reading Berks	701.50	Nil		
Urquhart-Dykes & Lord Alliance House 29/31 Kirkgate Bradford West Yorkshire	2,530.63	Nil		
Vallance & Co Bruntcliffe Avenue Leeds 27 Trade Estate Morley Leeds 27	189.24	Nil		
Varnano Rubber Co 23 Old Park Road Hitchin Herts	24,503.06	Nil		
W G Bingham 65-66 High Street Hull	12.12	Nil		
W Hargreaves & Sons Wharferry Post Office Wharferry Hull	46.50	Nil		

Signature..... *Stephen P. Gurney* Date..... *14/2/94*

BLACKNELL BUILDING PRODUCTS LIMITED**B COMPANY CREDITORS**

NOTE You must identify creditors under hire-purchase, chattel leasing or conditional sale agreements and customers claiming amounts paid in advance of the supply of goods or services, and creditors claiming retention of title over property in the company's possession.

List of trade creditors

Creditor Name	Claim	Details of security held by creditor	Date	Value
W M Owlett Limited Sandpit Road Dartford Kent	505.50	Nil		
Westbrick Plastics Eddison Road Salisbury Wilts	241.71	Nil		
Wilson, Large & Partners 4 Russel Place Talbot Street Nottingham NG1 5HJ	983.25	Nil		
Worldwide Dryers Unicorn House 29 Smallbrook Queensway Birmingham	219.32	Nil		
Yorkshire Electricity 200 Clough Road Hull HU5 1SN	4,359.43	Nil		
Yorkshire Water P O Box 52 Broadacre House Vicar Lane Bradford BD1 5RQ	450.12	Nil		
Yorkshire Water Authority West Riding House 67 Albion Street Leeds LS1 5AA	521.55	Nil		
Zerneys Clough Road Hull HU5 1SR	374.26	Nil		
TOTAL Claim:	907,408.04			

Signature..... *Stephen G. G. G.* Date..... 14/2/94

BLACKNELL BUILDING PRODUCTS LIMITED

C COMPANY CREDITORS

List of preferential creditors

£

Various - wages and salaries	26,749
Inland Revenue - PAYE	32,757
Department of Social Security - NIC	30,802
H M Customs & Excise - VAT	88,574
Pension contributions	23,228
Pension refunds	554
Deductions from wages - Union dues	763
Deductions from wages - Court orders	134
	<hr/>
	£ 203,861

This is the exhibit marked 'C' referred to in the affidavit of

Frank Russell Harper.

Signature.....*Stephen G. G. G.*..... Date.....14/2/94.....

Rule 3.32

The Insolvency Act 1986

Receiver or Manager or Administrative Receiver's Abstract of Receipts and Payments

S.38/R

Please do not
write in
this margin

Pursuant to Section 38 of the Insolvency Act 1986
Rule 3.32(1) of the Insolvency Rules 1986

†Administrative
receiverships
only

To the Registrar of Companies

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

†To the Company
†To the members of the Creditors Committee
†To the appointer of administrative receiver

For official use

Company Number

--	--	--

467399

Name of Company

*Insert full name
of company

* **Blacknell Building Products Limited**

I/We **M J Moore**
of **Coopers & Lybrand**
Albion Court
5 Albion Place
Leeds
West Yorkshire
LS1 6JP

S J Taylor
Coopers & Lybrand
Cumberland House
35 Park Row
Nottingham
Nottinghamshire
NG1 6FY

‡Delete as
appropriate

appointed [receiver] [manager] [receiver and manager]‡ of the company on

11 September 1990

present overleaf [my] [our]‡ abstract of receipts and payments for the period
from

11 September 1993

to

10 September 1994

RECEIVED

1 7 NOV 1994

number of pages in this abstract

Signed

Date

17/11/94

Presentor's name, address and reference:

A Hunter-Mapp
Coopers & Lybrand
Albion Court
5 Albion Place
Leeds
West Yorkshire LS1 6JP
0532-457332

For Official Use
Liquidation Section | Post Room



LIQ *L26TN6L0* 576
COMPANIES HOUSE 23/11/94

ה'תש"ח (1947)

Receiver or manager's abstract of receipts and payments

Company Number

467399

Name of Company

*Insert full name
of company

◆ **Blacknell Building Products Limited**

ABSTRACT

Note. The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver or manager since the date of appointment.

[illegible]

*Incorporate changes
of company

467399

• **Blacknell Building Products Limited**

Notes. The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one abstract to another without any intermediate balance so that the gross totals shall represent the total amounts received and paid by the receiver or manager since the date of appointment.

141153 105511

Blacknell Building Products Limited
Administrative Receivership
Summary of Receipts & Payments for the Period 11/09/93 to 10/09/94

Bank Accounts as of 10/09/94		£'s	£'s	£'s
Category	Type	Balance	Investments	Total Funds
FIXED	Current	163.38	0.00	163.38
FIXED	Deposit	52,280.09	0.00	52,280.09
FLOATING	Current	148.14	0.00	148.14
FLOATING	Deposit	173,358.73	0.00	173,358.73
		<u>225,950.34</u>	<u>0.00</u>	<u>225,950.34</u>

Rule 4.223-CVL

The Insolvency Act 1986
Liquidator's Statement of
Receipts and PaymentsPursuant to Section 192 of
the Insolvency Act 1986**9.192**

For Official Use

To the Registrar of Companies

--	--	--

Company Number

467399

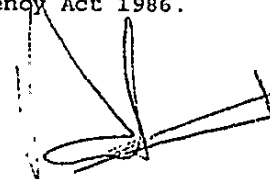
Name of Company

Blacknell Building Products Ltd

I/We

Paul H Finn
4 Queen Street
Leeds
LS1 2TWthe liquidator(s) of the company attach a copy of my/our
statement of Receipts and Payments under Section 192 of the
Insolvency Act 1986.

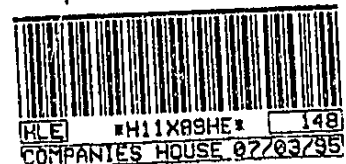
Signed



Date 3 March 1995

Finn Associates
4 Queen Street
Leeds
LS1 2TW

Ref: BLAC010/SRP

For Official Use
Liquidation Post Room

LIQUIDATOR'S STATEMENT OF RECEIPTS and PAYMENTS
under section 192 of the Insolvency Act 1986

Name of Company..... Blacknell Building Products Ltd

Company Registered Number..... 467399

State whether members' or
creditors' voluntary winding up Creditors

Date of commencement of winding up.. 14 February 1994

Date to which this statement is
brought down..... 13 February 1995

Name and Address of Liquidator

Paul H Finn
4 Queen Street
Leeds
LS1 2TW

NOTES

You should read these notes carefully before completing the forms. The notes do not form part of the return to be sent to the registrar of companies.

FORM AND CONTENTS OF STATEMENT

(1) Every statement must contain a detailed account of all the liquidator's realisations and disbursements in respect of the company. The statement of realisations should contain a record of all receipts derived from assets existing at the date of the winding up resolution and subsequently realised, including balance at bank, book debts and calls collected, property sold etc., and the amount of disbursements should contain all payments for costs, charges and expenses, or to creditors or contributories. Receipts derived from deposit accounts and money market deposits are to be included in the 'balance at bank'. Only actual investments are to be included in the 'amounts invested' section in the analysis of balance on Page 5 of the form. Where property has been realised, the gross proceeds of sale must be entered under realisations and the necessary payments incidental to sales must be entered as disbursements. A payment into the Insolvency Services Account is not a disbursement and should not be shown as such; nor are payments into a bank, building society or other financial institution. However, the interest received on any investment should be shown in the realisations. Each receipt and payment must be entered in the account in such a way as sufficiently to explain its nature. The receipts and payments must severally be added up at the foot of each sheet and the totals carried forward from one account to another without any intermediate balance, so that the gross totals represent the total amounts received and paid by the liquidator respectively.

TRADING ACCOUNT

(2) When the liquidator carries on a business, a trading account must be forwarded as a distinct account, and the total of receipts and payments on the trading account must alone be set out in this statement.

DIVIDENDS

(3) When dividends, instalments of composition, etc. are paid to creditors or a return of surplus assets is made to contributories, the total amount of each dividend, etc. actually paid, must be entered in the statement of disbursements as one sum; and the liquidator must forward separate accounts showing in lists the amount of the claim of each creditor, and the amount of dividend, etc. payable to each creditor or contributory.

(4) When unclaimed dividends, etc. are paid into the Insolvency Services Account, the total amount so paid in should be entered in the statement of disbursements as one sum. The items to be paid in relation to unclaimed dividends should first be included in the realisations side of the account.

(5) Credit should not be taken in the statement of disbursements for any amount in respect of liquidator's remuneration unless it has been duly allowed by resolutions of the Liquidation Committee or of the creditors or of the company in general meeting, or by order of court as the case may require, or is otherwise allowable under the provisions of the Insolvency Rules.

(6) This statement of receipts and payments is required in duplicate.

LIQUIDATOR'S STATEMENT OF RECEIPTS and PAYMENTS
under section 192 of the Insolvency Act 1986

[illegible]

NOTE: No balance should be shown on this account but only the total realisations and disbursements which should be carried forward to the next account.

LIQUIDATOR'S STATEMENT OF RECEIPTS and PAYMENTS
under section 192 of the Insolvency Act 1986

[illegible]

Analysis of Balance

Total Realisations.....	£	0.00
Total Disbursements.....		0.00
	Balance £	0.00
The balance is made up as follows		
1. Cash in hands of liquidator.....		0.00
2. Balance at bank.....		0.00
3. Amount of Insolvency Services Account.....		0.00
4. *Amounts invested by Liquidator	£	
Less: The cost of investments.....	0.00	
realised	0.00	
Balance		0.00
5. Accrued Items		0.00
Total Balance as shown above.....	£	0.00

NOTE - Full details of stocks purchased for investment and / realisation of them should be given in a separate statement.

*The investment or deposit of money by the liquidator does not withdraw it from the operation of the Insolvency Regulations 1986, and any such investments representing money held for six months or upwards must be realised and paid into the Insolvency Services Account, except in the case of investments in Government securities, the transfer of which to the control of the Secretary of State will be accepted as a sufficient compliance with the terms of the Regulations.

The Liquidator should also state -

- (1) The amount of the estimated assets and liabilities at the date of the commencement of the winding up.

Assets (after deducting amounts charged to secured creditors including the holders of floating charges).....	£	227579.00
Liabilities - Fixed charge creditors.....		1.00
Floating charge holders.....		0.00
Preferential & Unsecured creditors.....		1166687.00

- (2) The total amount of the capital paid up at the date of the commencement of the winding up -

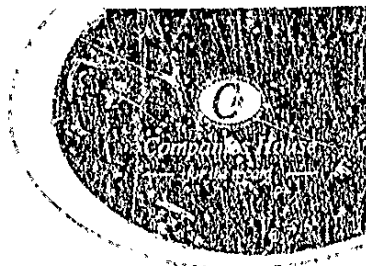
Paid up in cash.....	350000.00
Issued as paid up otherwise than for cash.....	0.00

- (3) The general description and estimated value of any outstanding assets (if there is insufficient space here, attach a separate sheet)

Funds held by admin receivers £50894

- (4) Why the winding up cannot yet be concluded
Awaits legal decision on "Paramount Airways" case

- (5) The period within which the winding up is expected to be completed
12 months



Crown Way Cardiff CF14 3UZ
www.companieshouse.gov.uk

NOTICE OF ILLEGIBLE DOCUMENTS

Companies House regrets that documents in this company's microfiche record have pages which are illegible.

This has been noted but unfortunately steps taken to rectify this were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.

COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Companies House is a registry of company information. We carry out basic checks to make sure that documents have been fully completed and signed, but we do not have the statutory power or capability to verify the accuracy of the information that companies send to us. We accept all information that companies deliver to us in good faith and place it on the public record. The fact that the information has been placed on the public record should not be taken to indicate that Companies House has verified or validated it in any way.