

(DUPLICATE FOR THE FILE)

No. 15884.



# CERTIFICATE OF INCORPORATION

**I Hereby Certify**

that Harndec Flooring Company Limited

is this day incorporated under the Companies Act, 1948, and that this Company  
is LIMITED.

Signed by me at Edinburgh, this Nineteenth day of  
August One Thousand Nine Hundred and Sixty-eight

*J. S. M. L. L. L.*  
Registrar of Companies

Certificate }  
received by }

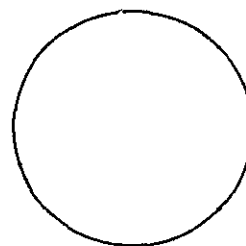
Date

No. of  
Certificate

45884/1

Form No. 41

## THE COMPANIES ACT, 1948.



A 5/-  
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).*

Name  
of  
Company { Hardee Flooring Company Limited

Presented by—

Wm. Broadfoot & Co.

JOHN OSWALD & SON,  
Chartered Accountants,  
(REGISTRATION AGENTS) LIMITED,  
EDINBURGH.

John W. Hallan  
of 41 Batho Avenue  
Roxton  
Parsippany

(a) Here insert:  
"An enrolled Law-Agent  
"engaged in the formation,"  
or  
"A person named in the  
"Articles of Association as a  
"Director or Secretary."

Do solemnly and sincerely declare I am<sup>(a)</sup> Director

named in the Articles of Association

of the said Company

of Harrises Flooring Company Limited

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 35 Beechwood Drive  
Glasgow, W. 1.

the ninth day of August  
One thousand nine hundred and ninety eight  
before me,

Alan Roberts  
(i) Justice of the Peace for the County of the City  
(ii) ~~or~~ Notary public of Glasgow  
of

John W. Hallan

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

of

HARNDEC FLOORING COMPANY LIMITED



- I. The name of the Company is "HARNDEC FLOORING COMPANY LIMITED."
- II. The Registered Office of the Company will be situate in Scotland.
- III. The objects for which the Company is established are:-

- (1) To carry on in all or any of their branches all or any of the trades or businesses of flooring contractors for constructing, laying, surfacing, covering, carpeting, underlaying, insulating, preserving, protecting, proofing against fire, heat, water or sound or otherwise treating floors, walls, ceilings, roofs, decks and other surfaces with timber, hardwood, woodblocks, parquetry, plywood, cork, linoleum, rubber, rubber-latex, cellulose and other pulps, mozaic, marble, and other stone, glass, asbestos, jute, fibre, silk, cotton, felt and other materials, substances, fabrics and compositions of every description, builders, masons, bricklayers, carpenters, joiners, plumbers, electricians, slaters, plasterers, painters, house and ship decorators and furnishers, upholsterers, cabinetmakers, shop-fitters, saw-millers electrical and mechanical engineers, carriers by land, sea and air, store-keepers and manufacturers, exporters, importers, merchants, traders and dealers of and in and agents for preparations of every description for the preservation and fire-proofing of wood, chemical substances and products of every description, varnishes, polishes, wax oils, white and red lead, litharge, paints, pigments, dyes and colours of all kinds and plant, machinery, tools, implements, appliances, equipment, accessories and fittings, vehicles, substances, materials and articles used or required in connection with all or any of the foregoing trades or businesses, the products and by-products of all or any of such trades or businesses and any substances, materials and articles in the manufacture of which such products or by-products may be utilised.

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- (2) To acquire or carry on any other business whatsoever similar to any of the foregoing businesses or any other businesses which can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such businesses as aforesaid, or in the opinion of the Company calculated directly or indirectly to develop any branch of the business of the Company or to increase the value of or render more profitable any of the assets, properties or rights of the Company.
- (3) To carry on all or any of the businesses which the Company is entitled to carry on in Scotland or in any other part of the world as manufacturers, dealers, merchants, retailers, principals, agents, trustees, or otherwise, and either alone or in conjunction with others and likewise to do all such other things as are incidental or conducive to the attainment of the objects of the Company: and in particular and without prejudice to this generality and in aid of and for the purposes of the Company.
- (4) To acquire by purchase or otherwise and take over and work the whole or any part of the business, property, and liabilities of any persons (including therein any partnership or corporation) carrying on any business which the Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of the Company.
- (5) To amalgamate with any person, firm or company whose objects are within the objects of the Company and that either by sale of the whole business, property and assets of that Company or by purchase of the whole business, property and assets of such other company.
- (6) To promote or concur in establishing or promoting any other company for the purpose of acquiring all or any of the property or rights of this Company, and undertaking all or any of its liabilities, or of undertaking any business or operations which may appear likely to assist or benefit this Company.
- (7) To pay for any property, assets, rights or interests acquired by the Company either in cash or in shares, debentures, debenture stock or other securities of the Company, or by the transference of any shares, debentures, debenture stock or other securities any company held by the Company or of any other assets of the Company, or partly in one mode and partly in another.
- (8) To take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any other company having objects altogether or in part similar to those of the Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.
- (9) To purchase, fee, rent, lease, exchange or otherwise acquire any lands, buildings or other heritages of any tenure, suitable or convenient to be held, used or occupied for the purposes thereof or any interest in such land, buildings or other heritages; and to construct, maintain, extend, alter or repair any works, machinery, buildings, roads, railways, bridges and other works and machinery of every kind or description.

- (10) To acquire by purchase, licence or otherwise to apply for and obtain and to exercise and use or to grant licences to others to exercise and use patents, patent rights, copyrights, registered designs, unregistered designs, trade marks, protection or the like of any kind or description in any part of the world and to disclaim, alter or modify the same.
- (11) To establish and regulate branches and/or agencies of the Company in Great Britain and Ireland or abroad and to appoint attorneys and managers to carry on the same.
- (12) To borrow or raise money and to secure the repayment thereof by bond and disposition in security, bond and assignation in security, absolute disposition, mortgage or charge, or by the issue of debentures or debenture stock, perpetual or otherwise or by bill, promissory note or receipt, or in any other way, and to burden, charge, or pledge all or any of the properties and assets of the Company, including its uncalled or unissued capital.
- (13) To act as agents or brokers or managers and/or trustees for any person, firm or company, and also to act in any of the businesses of the Company as agents, brokers, sub-contractors and others.
- (14) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable documents.
- (15) To grant pensions, allowances, gratuities and bonuses to any person or persons who may have served the Company either in cash or by the allotment of fully or partly paid-up shares of the Company notwithstanding such persons may have been at the time or may afterwards become Directors of the Company, or to the dependents or connections of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds, to take over any existing provident, pension or superannuation funds or scheme of any company or business acquired by the Company, to make payments to or in aid of provident, pension or superannuation funds for the benefit of said persons and to expend money in or for educational training and/or welfare schemes for the benefit of the employees of the Company.
- (16) To lend money on any terms that may be thought fit to any person (including members of the Company even though Directors) firms or companies and particularly to customers or other persons having dealings with the Company, and to give guarantees or become security for any of such persons, firms or companies.
- (17) To invest and deal with any moneys of the Company not immediately required for the purposes of its business in such investments or securities as may from time to time be determined.
- (18) To enter into any partnership or arrangement in the nature of a partnership, co-operation, or union of interests with any persons engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which/

which the Company is authorised to carry on or conduct, or from which the Company would or might derive any benefit, whether direct or indirect.

- (19) To enter into any trade or other combinations or agreements with any other person or companies and to subscribe to any trade association.
- (20) To sell (either by public roup or private bargain) exchequer, feu, lease, hire out, burden with debt or in any other way deal with or dispose of the whole properties and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit, with power to accept as the consideration shares (fully or partly paid up), debentures, debenture stock or securities of any other company, whether promoted by the Company for the purpose or not.
- (21) To accept payment for any goods, property or rights sold or otherwise disposed of or dealt with by the Company either in cash by instalments, or otherwise or in shares of any company or in debentures or debenture stock or other securities of any company or partly in one mode and partly in another and generally on such terms as the Company may think proper,
- (22) To distribute among the members or any class of members in specie any of the property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (23) To apply for, promote and obtain any Act of Parliament, provisional order or licence or order or authority of or from the Board of Trade or other Government Department or any Authority, statutory or otherwise, for enabling the Company to carry any of its objects into effect or otherwise for the benefit of the Company or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any such or any proceedings or applications which may appear to the Company to prejudice directly or indirectly its interests.
- (24) To enter into any arrangements with any governments or authorities (statutory, under Royal Charter, municipal, local or otherwise) or any corporations, companies, or persons that may appear to the Company conducive to all or any of its objects, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights privileges and concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (25) To remunerate any person, firm or company rendering services of any kind to this Company, whether by cash payment or by the allotment of shares, debentures, debenture stock or other securities of the Company.

Declaring that the objects specified in each paragraph of this Clause shall (except where otherwise expressed in such paragraph) be in no wise limited by reference to any other paragraph but may be extended thereby.

IV. The liability of the Members is limited.

V. The Share Capital of the Company is £2,000 divided into 2,000 Shares of £1 each.

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

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<i>John W. Monan.</i> 41 BATHED AVENUE, RALSTON PAISLEY COMPANY DIRECTOR - GLAZING CONTRACTOR.	ONE
<i>Robert Douglas</i> 33 KINLOCH ROAD, RENFREW COMPANY DIRECTOR - GLAZING CONTRACTOR.	ONE.

Dated this EIGHT<sup>th</sup> day of AUGUST. Nineteen hundred and sixty-eight.

Witness to the above Signatures:-

*Walter H. King.*

CHARTERED ACCOUNTANT.

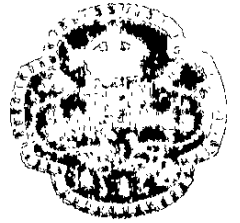
5 ST. MARNOCK STREET,

KILMARNOCK,

AYRSHIRE.

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES



ARTICLES of ASSOCIATION

of

HARNDCE FLOORING COMPANY LIMITED

1. The Company is hereby declared to be a Private Company within the meaning of Section 28 of the Companies Act, 1948. The Regulations contained in Part 2 of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A") shall apply to and shall be the Regulations of the Company save in so far as they are excluded or varied or inconsistent with the following additional regulations supplementary to and in modification of Table A.
2. The Regulations numbered 53, 58, 75, 77, and 79 of Part I of Table A shall not apply to the Company and the following Regulations of said Part I of Table A shall be modified as follows:-
  11. So that the words "not being a fully paid share" and "other than fully paid shares" shall be held to be delete.
  84. Save only as provided in paragraph (4) of this Regulation a Director may as a Director vote upon any contract or arrangement in which he is interested or any matter arising thereout, and may be counted in the quorum present at any meeting of Directors at which any such contract, arrangement or matter is considered and accordingly paragraph (2) of this Regulation shall be held to be delete.
  127. So that there shall be inserted at the end of that Regulation the following clause:  
"If/

85355

"If the copies of the documents aforesaid are sent less than twenty one days before the date of the meeting they shall notwithstanding that fact be deemed to have been duly sent if it is so agreed by all the members entitled to attend and vote at the meeting".

3. The share capital of the Company is £2,000 divided into 2,000 shares of £1 each.
4. The number of members of the Company (not including persons who are in the employment of the Company and persons who having been formerly in the employment of the Company were while in such employment, and have continued after the determination of such employment to be members of the Company) shall at no time exceed fifty; several persons, however, holding one or more shares jointly, shall be deemed to be a single member.
5. The directors, may, without assigning any reason, decline to register any transfer of shares.
6. If any shareholder wishes to transfer his shares or any part thereof he shall be bound to offer the said shares by notice in writing to the directors through the secretary at a fair price to be fixed as at the date of the notice by the auditor of the Company, acting as an expert and not as an arbiter, and such notice shall constitute the directors his agents to contract with anyone including themselves for the acquisition of said shares or any of them at the said price. If for the space of thirty days after receipt of such notice the directors fail to find a person or persons willing to purchase the shares or any of them at the said price and to give notice thereof within that time to the proposing transferor the said shares or any of them may in so far as no purchaser has been found for them be disposed of at not less than the said price at any time within two months as if this article had not been made. In the event of the directors finding a person or persons willing to purchase the shares or any of them in terms of this article the proposing transferor shall be bound forthwith on receipt of a notice to that effect to execute and deliver a transfer or transfers of the said shares purchased in exchange for the price and failing his doing so within seven days of such notice the directors shall be entitled to sign a transfer or transfers for and on behalf of the transferor receive the purchase money in trust for the transferor and enter the name of the transferee or transferees in the Register of Members.
7. For a general meeting a quorum shall be two persons personally present and holding or representing by proxy in the aggregate at least one fourth of the issued share capital of the Company whose holders are entitled to be present and vote.
8. Until otherwise determined by a general meeting, the number of directors shall not be less than two nor more than ~~five~~ <sup>five</sup>.
9. The first directors shall be JOHN W. HARAN and ROBERT DOUGAN.

10. The qualification of a director shall be the holding of shares of the Company of the nominal value of at least £1.
11. The directors shall be reimbursed by the Company of all reasonable expenses and outlays incurred by them in prosecution of the Company's business and attending board meetings.
12. The directors, without prejudice to their general powers, may in the name and on behalf of the Company and from time to time at their discretion borrow from themselves or from others any sum or sums of money for the purposes of the Company without limit as to amount, and that upon such terms and in such manner as they think fit.
13. Any director or other officer or member of the Company shall be entitled to contract with the Company and to engage in any transaction with it on such terms as may be considered expedient, and shall be in no wise liable to account for any profit realised by any such contract or transaction, nor shall he be excluded from voting upon such contract or transaction.
14. If a member has no registered address in the United Kingdom and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, a notice addressed to him at his last known address in the United Kingdom shall be deemed to be duly given to him on the day on which it is posted.

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Names, Addresses and Descriptions of Subscribers.

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*John W. Mahan.*

41 BATHCO AVENUE,  
RAKSTON  
PAISLEY

COMPANY DIRECTOR - GLAZING CONTRACTOR.

*Robert Dargan*

33 KINKOLH ROAD,  
RENFREW.

COMPANY DIRECTOR - GLAZING CONTRACTOR.

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Dated this *EIGHT<sup>th</sup>* day of *AUGUST* Nineteen  
hundred and sixty-eight.

Witness to the above Signatures:-

*Wallace M. Murray.*

CHARTERED ACCOUNTANT.

5 ST. MARNOCK STREET,

KILMARNOCK.

AYRSHIRE.

STATED THAT THIS DOCUMENT WAS  
OBTAINED BY "THE NEW YORK  
TIMES" FROM EDWARD & SON (CHICAGO)

100

No. of Company... 45884/4

Harnden & Son LIMITED

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

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

The NOMINAL CAPITAL of the above-named Company is £ 2,000

Signature: John W. Harnden

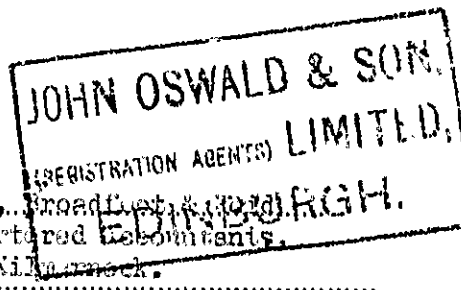
Description: Company Director

Date: 8th August 1968

Presented for registration by

W. H. & S. Broadfoot & Co. Ltd.  
Chartered Accountants,  
Edinburgh.

Stamps  
LCS 303



25253

NOTE — This margin is reserved for Binding, and must not be written across



# COMPANIES REGISTRATION OFFICE

102 George Street, Edinburgh EH2 3DJ

Telephone 031-225 5774 & 4458 ext. 41

Harrode Flooring Company  
Limited  
19-20 Canina Street  
Glasgow  
G2 3LJ

Your reference

Our reference

DEF 6/ 4

Date 18.5.77

## THE COMPANIES ACT 1948

Harrode Flooring Company Limited

In pursuance of section 353(3) of the Companies Act 1948 the registrar of companies hereby gives NOTICE that at the expiration of three months from the date of this Notice the name of HARRODE FLOORING COMPANY Limited will, unless cause is shown to the contrary, be struck off the register and the company will be dissolved.

Dated this 18 day of May 1977

for Registrar

RE 54122/4 1m 4/77 TBL

THE COMPANIES ACT 1985

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COMPANY LIMITED BY SHARES

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ARTICLES of ASSOCIATION  
(adopted on 3rd October, 1988)

of

HARNDEC FLOORING COMPANY LIMITED

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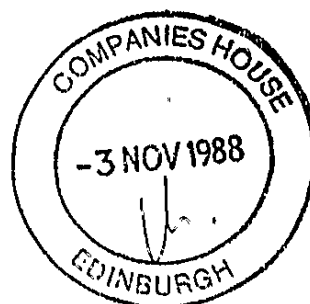
PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A"), in so far as not excluded, altered or modified by or inconsistent with the following Articles, shall apply to the Company and be deemed to be incorporated herein.

2. Regulations 5 and 94 to 98 inclusive of Table A shall not apply to the Company and are hereby expressly excluded. The following Regulations of Table A shall be modified:-

Regulation 18 so that there shall be added at the end of the first sentence thereof the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

Regulation 41 so that the words "if convened upon the requisition of members be dissolved; in any other case it shall" shall be inserted after the word "shall" where it first appears.



Regulation 46 so that in paragraph (b) the words "one member" shall be substituted for the words "two members" and so that the word "or" at the end of paragraph (b) and the whole of the paragraphs (c) and (d) shall be held to be delete.

Regulation 82 so that there shall be added at the end thereof the words "Such remuneration shall be divided amongst them as they shall agree and failing agreement equally".

Unless otherwise required by the context of these Articles and Table A, in so far as not excluded and as modified in terms of this Article, words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

#### BUSINESS

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

#### SHARES

4. Subject to Articles 5 and 6 hereof, the shares shall be under the control of the Directors who may allot, grant options over or

otherwise dispose of them to such persons at such times and upon such terms and conditions as the Directors may determine but so that no shares shall be issued at a discount.

5. Subject to Article 6 hereof, the Directors pursuant to the provisions of Section 80 of the Companies Act 1985 ("the Act") shall have authority generally and unconditionally to allot relevant securities within the meaning of such Section up to an aggregate nominal amount equal to the authorised share capital of the Company on its incorporation at any time or times during the period of five years from the date of its incorporation.

6. Unless otherwise determined from time to time by the Company in General Meeting any unissued shares in the capital for the time being of the Company after the first allotment of shares shall be offered in the first instance to all Members for the time being of the Company in proportion to the nominal amounts of the shares in the capital of the Company held by them respectively. Such offer shall be made by notice specifying the number of shares for which such Members respectively are entitled to subscribe and limiting a time (not being less than fourteen days from the date of the notice) within which the offer, if not accepted, shall be deemed to be declined and, after the expiration of such time or on receipt of an intimation from any Member to whom such notice may have been given that he declines to accept the shares offered, the Directors may dispose of such shares as they may think fit. In the event of any difficulty arising by reason of an offer of

shares as aforesaid involving fractions of shares the Directors may settle the same as they think expedient and in particular they may ignore fractions altogether or may dispose of the shares represented by such fractions as they may think fit and distribute the net proceeds thereof among the Members entitled to the same rateably in accordance with the rights and interests of such Members. Pursuant to Section 91(1) of the Act, the application to the Company of Sections 89(1) and 90(1) to (6) shall be excluded.

7. The Company shall not be bound to recognise but shall be entitled to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in the case of transmission thereof as are mentioned in Table A.

8. The Directors shall not be entitled to decline to register the Executors, Administrators or Trustees of a deceased Member as holders of the shares held by such deceased Member, and Regulation 30 of Table A shall be modified accordingly.

## TRANSFER OF SHARES

9. (1) For the purposes of these Articles, the renunciation or negotiation of any temporary document of title to any share shall constitute a transfer of such share.
- (2) The instrument of transfer of any share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor who shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of members in respect thereof; the instrument of transfer of any share other than a fully paid share shall also be executed by or on behalf of the transferee.
- (3) No transfer of any Share shall be registered unless it is first approved by the Directors. Save in respect of any Share or Shares which are nil paid or partly paid or on which the Company has a lien, the Directors shall be bound to approve for registration:-
- (a) any transfer of any Share made with the prior consent in writing of all the Member of the Company for the time being other than the transferor;
- (b) any transfer authorised by Article 10 below.
- (4) Save as expressly provided in paragraph (3) of this Article, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to

register any transfer of any Share, whether or not it is a fully paid Share.

10. (a) Subject to paragraph (3) of Article 9 above, no Share in the Share Capital of the Company shall be transferred otherwise than in accordance with this Article.
- (b) Any person (hereinafter referred to as "the Vendor") desiring or intending to transfer any Share or Shares (such Share or Shares being hereinafter referred to as "the Sale Shares") in the Share Capital of the Company shall give notice in writing (hereinafter referred to as a "Transfer Notice") to the Directors (the Transfer Notice being delivered to the Directors at the Registered Office of the Company) of such desire or intention. The Transfer Notice shall constitute the Directors as the Vendor's agents for the sale of the Sale Shares at the determined price (as hereinafter defined) to any Member or Members of the Company (including any Director who is a Member of the Company) or to any other person or persons, all in accordance with and subject to the following provisions of this Article.
- (c) In the event of any person (hereinafter referred to as the "Leaving Member") other than Mr. John William Haran ceasing for whatever cause to be an Employee of the Company or of any other company within the Group of which

the Company is a member (the Company and each such other company being hereafter called ("the Employer Company") then the Leaving Member (or the personal representatives whomsoever of the Leaving Member as the case may require) (each hereinafter referred to as "the Vendor") shall be deemed to have given to the Company a Transfer Notice in accordance with the provisions of paragraph (b) of this Article constituting the Directors as the agents of the Vendor for the sale at the determined price (as hereinafter defined) fixed in accordance with paragraph (d) of this Article of all the Shares held by the Vendor (hereinafter referred to as "the Sale Shares"). The provisions of this Article 10 shall apply to any Transfer Notice deemed to be given in accordance with this paragraph (c) as if such Transfer Notice had been given by the Vendor or his personal representatives and received by the Directors upon the date of cessation as aforesaid.

- (d) The determined price at which the Directors shall be constituted the agents for the sale of the Sale Shares for the purposes of paragraphs (b) and (c) of this Article shall be such price as shall be determined by agreement between the Directors and the Vendor or, failing agreement within a period of 21 days after the date the Transfer Notice is received or is deemed to have been given and

received, such price as shall be determined by the Auditor for the time being of the Company (acting as an expert and not as an arbiter) to be the fair value of the Sale Shares as between a willing seller and a willing buyer as at the date the Transfer Notice is received or is deemed to have been given and received in accordance with paragraph (c) of this Article. Provided always that (notwithstanding that the Auditor might, but for this proviso, determine that any other basis of valuation should be applied in determining such price) such price shall, in the Prescribed Circumstances (as hereinafter defined), be determined on the following basis, viz:-

- (i) by determining the sum which a willing purchaser would offer to a willing vendor for the whole of the issued share capital of the Company;
- (ii) by dividing the resultant figure by the number of Ordinary Shares in issue, and multiplying the result by the number of Sale Shares represented by the Transfer Notice; and
- (iii) by making such adjustment (if any) as the Auditor shall consider necessary to allow for any rights which may be outstanding whereunder some person, firm or body corporate may call for the issue of further shares;

so that there shall be no addition or subtraction of any premium or discount arising in relation to the size of the holding the subject of the transfer notice or in relation to any restrictions on the transferability of the shares.

The cost of such determination by the Auditor shall be borne by the Company.

In this paragraph (d):-

(a) the expression "the Prescribed Circumstances" shall mean:-

(1) any Transfer Notice given by a Haran Family Member;

(2) any Transfer Notice deemed to have been given by a Leaving Member in accordance with Article 10(c) but only if the Leaving Member (as defined in Article 10 (c) shall have ceased to be an Employee of an Employer Company by virtue of:-

(i) his retirement at the normal retirement age in terms of his contract of employment with the Company;

(ii) redundancy;

(iii) ill health or accident, provided that a qualified medical practitioner shall certify to the Company that he is thereby prevented permanently from carrying out his duties with the Employer Company;

(iv) termination of his employment by the Employer Company of his employment in circumstances in which either the

Employer Company admits in writing, or a court or tribunal of competent jurisdiction determines (after appeal (if any) of such determination), that such termination constituted unfair dismissal or repudiatory breach of contract by the Employer Company.

- (3) any Transfer Notice given at any time when one or more Haran Family Member(s) do not have a controlling interest in the Company.
- (b) "a Haran Family Member" shall mean each of the said John William Haran, his wife Mrs. Sarah Haran, and any son and daughter of the said John William Haran; and
- (c) "a controlling interest" shall mean an interest (within the meaning of Schedule 13 Part 1 and Section 324 of the Companies Act 1985) in shares of the Company conferring in the aggregate not less than 50% of the total voting rights conferred by all the issued shares in the Company.
- (e) A Transfer Notice shall not relate to more than one class of Shares and shall not be revocable except with the sanction of the Directors.
- (f) Upon agreement or determination of the determined price of the Sale Shares following the receipt (or deemed receipt) of a Transfer Notice pursuant to paragraphs (b) or (c) of this Article, the Directors shall forthwith (and not later

than seven days after the agreement of such price with the Vendor or receipt by the Directors of such determination (as appropriate)) by notice in writing (hereinafter referred to as "the Invitation Notice") inform each Member of the Company (other than the Vendor) holding shares in the same class as the Sale Shares of the number and class of the Sale Shares and the amount of the determined price and shall in the Invitation Notice invite each such Member (other than the Vendor) to apply by notice in writing, addressed to the Vendor at the Registered Office of the Company, to purchase all or any of the Sale Shares at the determined price, and the Directors shall specify in the Invitation Notice that any application to purchase all or any of the Sale Shares made in terms of this paragraph must be delivered to the Registered Office of the Company within twenty one days (such period of twenty one days being hereinafter referred to as "the Offer Period") after the date on which the Invitation Notice was sent to the Members of the Company.

- (g) In the event that applications to purchase all or any of the Sale Shares shall be made by any such Member or Members of the Company in accordance with paragraph (f) of this Article within the Offer Period, the Sale Shares shall be allocated among such Members of the Company applying to purchase the same according to the number of the Sale Shares applied for by them respectively, provided

that in the case of competition among the Members to purchase the Sale Shares, the Sale Shares shall be allocated pro rata amongst the Members who applied to purchase all or any of the Sale Shares according (as nearly as may be without involving fractions) to the number of Shares in the Share Capital of the Company registered in their respective names on the date on which the Invitation Notice was sent to the Members of the Company; Provided that no Member shall be obliged to purchase more than the number of the Sale Shares applied for by him; and within seven days following the expiry of the Offer Period, the Directors shall intimate by notice in writing to the Vendor and to each Member of the Company who applied to purchase all or any of the Sale Shares in accordance with paragraph (f) of this Article the number of the Sale Shares allocated to each Member of the Company in accordance with this paragraph and each such Member of the Company shall deliver to the Directors at the Registered Office of the Company within fourteen days of the date of such notice the price to be paid by him to the Vendor for the number of the Sale Shares allocated to such Member as aforesaid.

- (h) (A) In the event that an application or applications is or are not made to purchase in aggregate all of the Sale Shares in accordance with paragraph (f) of

this Regulation within the Offer Period the Directors and the holders of Shares in the capital of the Company shall take all steps competent to them as Directors and Shareholders and shall exercise all voting and other powers conferred upon them as such to procure that the Company, within two months after the expiry of the Offer Period (hereinafter called the "Purchase Period") purchases at the determined price all of the Sale Shares not applied for as aforesaid; In the event the Company is prevented, by operation of law, from purchasing any of the Sale Shares not applied for as aforesaid the Directors shall be at liberty within twenty one days after the expiry of the Offer Period or if where the Company fails to purchase any of the Sale Shares not applied for as aforesaid in accordance with paragraph (h)(A)(i) above, the Directors shall be at liberty within twenty one days after the expiry of the Purchase Period, to seek applications in writing, addressed to the Vendor at the Registered Office of the Company, to purchase at the determined price the Sale Shares not applied for as aforesaid from any person or persons selected by them whether or not a Member or Members of the Company.

- (B) In the event that the Directors decide not to seek any application or applications for any of the Sale Shares from any person or persons not being a Member of the Company in accordance with this paragraph, the Directors shall forthwith notify the Vendor by notice in writing of such decision.
- (i) The Vendor shall, within a period of twenty one days of the service upon the Vendor of the notice to be given to the Vendor as referred to in paragraph (h)(B) of this Article, be at liberty to sell to any person any of the Sale Shares not sold (or purchased by the Company) in accordance with the foregoing paragraphs of this Article at a price per Share not lower than the determined price and to transfer any of the Sale Shares sold by the Vendor in accordance with this paragraph to the purchaser or purchasers thereof. The Directors shall approve and register any transfer of any Share or Shares made by the Vendor in accordance with this paragraph.
- (j) For the purposes of this Article, the determined price of each of the Sale Shares shall be calculated by dividing the determined price of all of the Sale Shares by the number of the Sale Shares.
- (k) Completion of the sale of any of the Sale Shares in accordance with the foregoing provisions of this Article (other than paragraphs (i) and (h)(A)(i) of this Article) shall take place not later than twenty one days after the

service upon the Vendor of the notice to be given to the Vendor as referred to in paragraph (h)(A)(ii) of this Article, provided that if applications to purchase all the Sale Shares shall be made in accordance with paragraph (f) of this Article such completion shall take place no later than twenty-one days after the service upon the Vendor of the notice to be given to the Vendor as referred to in paragraph (g) of this Article. Completion shall take place at the Registered Office of the Company or at such other place as may be agreed upon between the parties. Completion of the purchase by the Company of any of the Sale Shares pursuant to paragraph (h)(A)(i) shall take place not later than two months after the expiry of the Offer Period. At completion, the Vendor shall be bound to deliver to the Directors a duly executed transfer or, as the case may require, transfers of the Sale Shares allocated in accordance with the foregoing provisions of this Article (other than paragraph (i) of this Article) in exchange for payment to the Vendor of the price for such Shares and, if the Vendor fails so to do, the Directors may authorise some person (whether a Director of the Company or otherwise) to act on behalf of the Vendor and the execution and delivery of a transfer or transfers of any of the Sale Shares allocated as aforesaid executed by such person on behalf of the Vendor shall be as valid and effective as execution and delivery by the Vendor himself.

The receipt of the Directors for the price payable by any purchaser of any of the Sale Shares (which price shall be received in trust by the Directors for the Vendor) shall be a good discharge to the purchaser for such price and the purchaser shall not be bound to see to the application of such price and the purchaser may be registered as the holder of the Shares purchased by him in accordance with the provisions of this Article.

- (1) For the purpose of this Article, where any person is unconditionally entitled to be registered as the holder of any Share, that person, and not the person actually registered as the holder of such Share, shall be deemed to be a Member of the Company in relation to that Share and, where the context so admits, the expression "the Vendor" shall include the executors or personal representatives of the relevant person.

#### DIRECTORS

11. A Director who is not a Member of the Company shall not be entitled to vote at General Meetings of the Company but shall be entitled to receive notice of all such Meetings and to attend and speak at the same.

12. A Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and shall be taken into account in reckoning the quorum present at the meeting when such contract or arrangement is under consideration.

## BORROWING POWERS

13. 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, subject to Section 80 of the Act, 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.

## SECRECY

14. No Member, or General or other Meeting of Members, shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process, or which may relate to the conduct of the business of the Company, and which in the opinion of the Directors it would be inexpedient in the interest of the Company to communicate to the public.

WHAT is contained on this and the 16 preceding pages is a print of the Articles of Association of the Company adopted by Special Resolution passed on 3rd October, 1988.



Director

# G

COMPANIES FORM No. 123

## Notice of increase in nominal capital

# 123

Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

--	--	--	--

45884

Name of company

\* HARNDEC FLOORING COMPANY LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 3rd October, 1988 the nominal capital of the company has been increased by £ 248,000 beyond the registered capital of £ 2,000.

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:

Ordinary Shares of £1 each ranking pari passu in all respects with the existing Ordinary Shares.

Please tick here if  
continued overleaf

☐

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

Signed John Warr

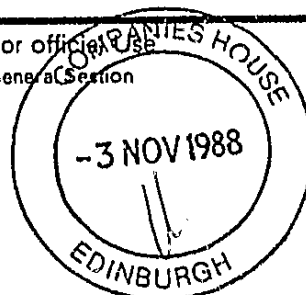
Designation: Director

Date 19th October, 1988

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

Messrs MacRoberts  
Solicitors  
152 Bath Street  
GLASGOW G2 4TB  
ISS/ID/MKJ/HA701.002

For official use  
General Section



Post room

## THE COMPANIES ACT 1985

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COMPANY LIMITED BY SHARES

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## SPECIAL RESOLUTION

(pursuant to Section 378 (2) of the Companies Act 1985)

of

HARNDEC FLOORING COMPANY LIMITED

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Passed: 3rd October, 1988

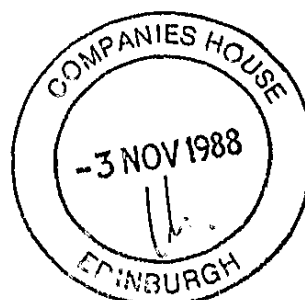
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At an EXTRAORDINARY GENERAL MEETING of HARNDEC FLOORING COMPANY LIMITED duly convened and held at 152 Bath Street, Glasgow on the Third day of October 1988 the following Resolution was passed as a Special Resolution:-

## RESOLUTION

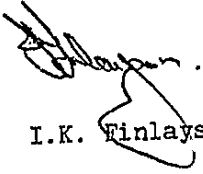
"That

- (1) the authorised share capital of the Company be and it is hereby increased from £2,000 to £250,000 by the creation of 248,000 new Ordinary Shares of £1 each ranking pari passu in all respects with the existing Ordinary Shares in the capital of the Company;
- (2) the Directors, pursuant to the provisions of Section 80 of the Companies Act 1985 ("the Act") shall have authority generally and unconditionally to allot relevant securities within the



meaning of such Section up to an aggregate nominal amount equal to the authorised but unissued share capital of the Company immediately after the passing of this Resolution;

- (3) the Regulations contained in the printed document submitted to the meeting and for the purpose of identification signed by the Chairman thereof, be and are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association thereof".

  
I.K. Finlayson

Secretary

Registered Office:

Quay House,  
Quay Road North,  
Rutherglen.



NO OF COMPANY SC45884  
COMPANY LIMITED BY SHARES  
SPECIAL RESOLUTION  
OF  
HARNDEC FLOORING CO. LTD  
PASSED 8TH MARCH 1995

AT AN EXTRAORDINARY GENERAL MEETING OF THE ABOVE NAMED COMPANY, DULY  
CONVENED AND HELD AT:-

QUAY HOUSE

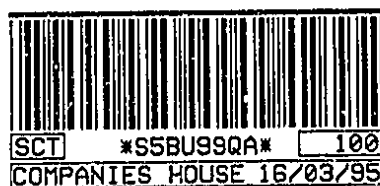
GLASGOW G73 1LD

ON THE 8TH DAY OF MARCH 1995, THE SUBJOINED SPECIAL RESOLUTION WAS  
DULY PASSED, VIZ

RESOLUTION:

THAT THE NAME OF THE COMPANY BE CHANGED TO:  
WESTCROWNS CONTRACTING SERVICES LTD

SECRETARY



**FILE COPY**



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 45884

The Registrar of Companies for Scotland hereby certifies that

HARNDEC FLOORING COMPANY LIMITED

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

WESTCROWNS CONTRACTING SERVICES LTD.

Given at Companies House, Edinburgh, the 22nd March 1995

**J. HENDERSON**

Registrar Of Companies



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