

Number of  
Company }

1260837

# THE COMPANIES ACTS 1948 to 1967

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

*Pursuant to Section 15 (2) of the Companies Act 1948*

Insert the  
Name of the  
Company.

C.A. BLACKWELL (CONSTRUCTION)  
LIMITED

Presented by

R.G. Carus,

Presenter's Reference RGC/FBG/1

Essex Hall, Essex Street, London W.C.2.



Form No. 41  
(No filing fee payable)

I, ROGER GRAHAM CARUS

of Essex Hall,

Essex Street,

London W.C.2.

Here insert:  
"A Solicitor of the  
"Supreme Court"  
(or in Scotland "a  
Solicitor") engaged  
"in the formation"  
or  
"A person named  
"in the Articles of  
"Association as a  
"Director or  
"Secretary".

I do solemnly and sincerely declare that I am (a) a Solicitor of the

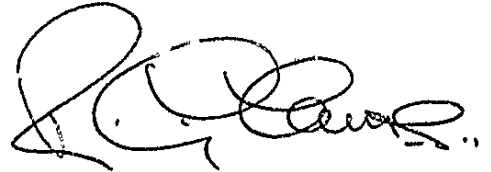
Supreme Court of Judicature engaged in the formation

of C.A. BLACKWELL (CONSTRUCTION)

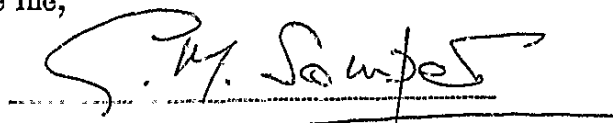
Limited,

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 New Court  
Temple London E.C.4  
the 6<sup>th</sup> day of April  
one thousand nine hundred and seventy  
six



Before me,



A Commissioner for Oaths [or Notary Public or]  
Justice of the Peace.]

Note.—This margin is reserved for binding and must not be written across.

THE COMPANIES ACTS 1948 to 1967



1260837

COMPANY LIMITED BY SHARES

## Memorandum of Association

OF

C.A. BLACKWELL (CONSTRUCTION)

LIMITED

1. The name of the Company is C.A. BLACKWELL (CONSTRUCTION) LIMITED
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-

(1) To carry on all or any of the business of public works contractors, builders and building contractors, sub-contractors, civil and constructional engineers, excavators, contractors for the construction, reconstruction, repair, dismantling and demolition of buildings, erections and structures of all kinds, and the clearance of sites; sanitary, gas, hot-water, electrical and general engineers, and engineering contractors, drainage and sewerage specialists, contractors for the construction and repair of roads, pavements, paths, courts and open space, Government contractors, manufacturers, repairers, merchants, hirers, letters on hire, distributors, and agents for the sale of and dealers in excavating, draining, dredging, digging, levelling, site-clearing, mining, quarrying, road-making, building and demolition plant, machinery and appliances of all kinds, and of and in dumpers, bulldozers, concrete mixers, steam-rollers, pile-drivers, wagons, lorries and motor and other vehicles of every description, and farm and agricultural machinery and appliances of all kinds.

- (2) To manufacture, supply and/or deal in plant, commodities, materials, goods, merchandise and things of all kinds capable of being employed in pursuance of any of the objects of the Company or which may be required by customers of or persons having dealings with the Company.
- (3) To pay for any business or other property or shares, stocks, securities or rights of any kind acquired by the Company either in cash or shares, with or without any preferred or deferred rights, 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.
- (4) To carry on business as a holding company; to co-ordinate the administration, policies, management, supervision, control, research, planning, trading and any and all other activities of and to act as financial advisers and consultants to any company or companies or group of companies now or hereafter formed or incorporated or acquired which may be or may become related or associated in any way with the Company or with any company related or associated therewith; to acquire (by subscription, syndicate participation, tender, purchase, exchange or otherwise) and hold shares, stocks, debentures, debenture stocks, bonds, mortgages, obligations and securities of any kind issued or guaranteed by any company, corporation or undertaking of whatever nature and wherever constituted or carrying on business, and shares, stocks, debentures, debenture stocks, bonds, obligations, and other securities issued or guaranteed by any government, sovereign ruler, commissioners, trust, local authority or other public body, whether at home or abroad and to subscribe for the same, either conditionally or otherwise, to guarantee the subscription thereof, to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof and to vary, transpose, dispose of or otherwise deal with from time to time as may be considered expedient any of the Company's investments for the time being.
- (5) To carry on any commercial, industrial or financial undertaking which may seem to the Company capable of being conveniently carried on in connection or conjunction with any other business of the Company or any company or companies for the time being related or associated in any way with the Company.

- (6) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or which it may be advisable to undertake with a view to developing, rendering valuable, prospecting or turning to account, any property, real or personal, belonging to the Company or in which the Company may be interested.
- (7) To buy, sell, let or otherwise dispose of, use or deal in anything authorised to be produced or manufactured by the Company or of a similar character, and any articles generally used or capable of being used in any such production or manufacture, or any materials or provisions required by workmen or others employed by the Company.
- (8) To purchase, take on lease or in exchange, or otherwise acquire land and/or buildings, and to develop and turn to account the same in any manner, and in particular by laying out and preparing the same for building purposes, building thereon, planting, paving, draining, sewerage, farming and cultivating the same, letting on building, farming or occupation lease or agreement, and by advancing money to or entering into contracts and arrangements of all kinds with builders, tenants and others.
- (9) To make, build, maintain, alter, use, manage and work in any parts of the world, offices, factories, mills, warehouses, and other works and things which may be deemed expedient for the purposes of the Company and to pay or contribute to the payment or cost of making, building, maintaining, using and working the same.
- (10) To apply for, purchase, or by other means acquire and protect, prolong and renew, any patents, patent rights, brevets d'invention, licences, trade marks, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.
- (11) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks,

shares, debentures, debenture stock or other obligations of any other company.

- (12) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any company, firm or person carrying on, or proposing to carry on any business within the objects of the Company.
- (13) To purchase with a view to closing or reselling in whole or in part any business or properties which may seem or be deemed likely to injure by competition or otherwise any business or branch of business which the Company is authorised to carry on, and to close, abandon, and give up any works or businesses at any time acquired by the Company.
- (14) To carry on any business or branch of business which the Company is authorised to carry on by means, or through the agency of any subsidiary company or companies, and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time, and either temporarily or permanently, to close any such branch or business.
- (15) To act as directors or managers of or to appoint directors or managers of any subsidiary company or of any other company in which the Company is or may be interested.
- (16) To take part in the management, supervision and control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors, trustees, accountants or other experts or agents.
- (17) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (18) To subscribe for, take, purchase, or otherwise acquire and hold shares or other

interests in or securities of any other company having objects similar to those of the Company and to acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm or company carrying on any business capable of being carried on so as directly or indirectly to benefit the Company.

- (19) To cause the Company to be registered or otherwise incorporated in any colony, dependency or foreign state where the Company's operations are carried on in accordance with the laws of such colony, dependency or foreign state.
- (20) To invest and deal with the moneys of the Company in such shares or upon such securities and in such manner as may from time to time be determined.
- (21) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and to give guarantees or become a surety for any persons, firms, or companies.
- (22) To remunerate any person, firm, or company rendering services to the Company, either by cash payment or by the allotment to him or them or it of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (23) Upon the issue of any shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by cash, shares, or options to take shares or by debentures, debenture stock or other securities, persons subscribing for shares or procuring subscriptions for shares.
- (24) To give all descriptions of guarantees and indemnities.
- (25) To subscribe for, underwrite, purchase, or otherwise acquire and to hold, dispose of, and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange.

- (26) To borrow and raise money in any manner and on any terms.
- (27) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled on any shares of the capital, original or increased, of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.
- (28) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (29) To undertake and transact all kinds of trust and agency business.
- (30) To grant donations, gratuities, pensions, allowances, bonuses, benefits or emoluments to any persons (including Directors and other officers) who may be or have been in the employment or service in any capacity of the Company or of any subsidiary company of the Company or of any subsidiary company of any such subsidiary company or of the predecessors in business of the Company or of any such subsidiary or such sub-subsidiary company or the relations, connections, or dependants of any such persons, and to establish, subsidise, subscribe to or support institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons or otherwise advance the interests and well-being of the Company or of any such other company as aforesaid or of its members; and to make payments for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish and contribute to any scheme for the purchase by trustees of shares of the Company to be held for the benefit of the Company's employees or to lend money to the Company's employees to enable them to purchase

shares of the Company or of any holding company of the Company.

- (31) To pay all the costs, charges, and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company and any company promoted by the Company or any company in which the Company is or may contemplate being interested, including in such costs, charges and expenses all or any part of the costs, charges and expenses of owners of any business or property acquired by the Company and to remunerate any person, firm or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital, or any debentures, debenture stock or other securities of the Company.
- (32) To enter into any arrangements with any government or authority, imperial, supreme, municipal, local, or otherwise, or company that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority, or company any charters, contracts, decrees, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.
- (33) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (34) To distribute among the members of the Company in specie any property of the Company and in particular any shares, debentures, or securities of other companies belonging to the Company or of which the Company may have the power of disposing.
- (35) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "company" in this clause except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons whether

incorporated or not and whether domiciled in the United Kingdom or elsewhere, and words denoting the singular number only shall include the plural number and vice versa, and that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and in nowise limited or restricted 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 £50,000 divided into 50,000 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 or 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. (In Words)
<p>C.C. MULLETT Essex Hall, Essex Street, London W.C.2.</p> <p><i>C.C. Mullett</i></p> <p>Chartered Accountant</p>	<p>ONE ✓</p>
<p>R.G. CARUS Essex Hall, Essex Street, London W.C.2.</p> <p><i>R.G. Carus</i></p> <p>Solicitor</p>	<p>ONE ✓</p>

DATED this 2nd day of April, 1978. ✓

WITNESS to the above Signatures:-

MRS. F.B. Griffiths,  
129 Addington Road,  
West Wickham,  
Kent.

*F.B. Griffiths*

COMPANY LIMITED BY SHARES

NEW

# Articles of Association

OF

C.A. BLACKWELL (CONSTRUCTION)

**LIMITED**

## PRELIMINARY

1. The regulations respectively contained in Table A in the First Schedule to the Companies (Consolidation) Act, 1908 and the Companies Act, 1929, shall not apply to C.A. Blackwell (Construction) Limited (in these Articles called "the Company") but, subject as herein provided the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Part II of Table A") shall apply to the Company.

2. (A) Regulation 1 of Part II of Table A shall be deemed to be deleted and the following substituted therefor:-

"1. Regulations 2, 3, 4, 22, 24, 25(c), 53, 69, 75 to 77, 79, 87 to 94, 106 to 110, 135 and 136 of Part I of Table A shall not apply to the Company, but the remaining regulations of Part I of Table A, as altered or modified by the Articles of Association of the Company, shall apply to the Company".

(B) Regulation 3 of Part II of Table A shall be deemed to be deleted.

(C) These Articles of Association and those regulations in Parts I and II of Table A incorporated herein shall take effect subject to the requirements of the Companies Act, 1967 (as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company.

(D) In these Articles:-

- (i) "the Statutes" shall mean the Companies Acts, 1948 and 1967 and every other Act for the time being in force concerning joint stock companies and affecting the Company;
- (ii) "the Company's ultimate holding company" shall mean the company which is the holding company of the Company within the meaning of Section 154 of the Act, and which is not the subsidiary within the meaning of that section of any other company;
- (iii) where any notice, consent or approval is required to be given by the Company's ultimate holding company, the same shall be deemed to have been duly given if it shall be notified to the Company in writing under the hand of a director and shall be countersigned either by a second director or by the secretary or by some other person appointed for the purpose by the directors of the Company's ultimate holding company.

#### SHARE CAPITAL

3. The Share Capital of the Company at the date of adoption of these Articles is £50,000 divided into 50,000 Ordinary Shares of £1 each.

4. (A) Unless otherwise determined by the Company by Ordinary Resolution or otherwise agreed in writing by the holders of all the shares for the time being issued, all unissued shares shall before issue be offered for subscription to the members in proportion as nearly as the circumstances will admit to the number of shares then held by them.

(B) Any such offer as aforesaid shall be made by notice specifying the number and class of shares

and the price at which the same are offered and limiting the time (not being less than 28 days, unless the member to whom the offer is to be made otherwise agrees) within which the offer if not accepted will be deemed to be declined.

(C) Subject as aforesaid all unissued shares shall be at the disposal of the Directors, and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

(D) Without prejudice to any special rights or privileges attached to any then existing shares in the Capital of the Company, any new shares may be issued upon such terms and conditions, and with such rights and privileges attached thereto, as the Company by Ordinary Resolution may direct, or, if no such direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential, qualified or deferred right to dividends and in the distribution of assets of the Company, and with a special or without any right of voting, and any Preference Share may be issued on the terms that it is, or at the option of the Company is liable, to be redeemed.

#### TRANSFER OF SHARES

5. (A) 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. The instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of a transfer of a partly paid share also by the transferee), and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Shares of different classes shall not be comprised in the same instrument of transfer.

(B) No share shall in any circumstances be allotted transferred to or renounced in favour of any infant or bankrupt.

#### MODIFICATION OF CLASS RIGHTS

6. All or any of the rights, privileges or

conditions for the time being attached or belonging to any class of shares for the time being forming part of the capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any manner with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an Extraordinary Resolution passed at a separate meeting of the members of that class. To any such separate meeting all the provisions of these Articles as to General Meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be members of that class holding or representing by proxy one-third of the capital paid or credited as paid on the issued shares of the class.

#### LIEN AND CALLS ON SHARES

7. In Regulation 11 of Part I of Table A the words and brackets "(not being a fully-paid share)" and "(other than fully-paid shares)" shall be deemed to be deleted.

8. In Regulation 15 of Part I of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be deemed to be deleted.

#### GENERAL MEETINGS

9. (A) Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Act as to giving information to members in regard to their right to appoint proxies.

(B) The words "other than the Company's ultimate holding company" shall be deemed to be inserted immediately after the words "any person" in Regulation 51 of Part I of Table A.

(C) Regulation 54 of Part I of Table A shall be read and construed as if the words "meeting shall be dissolved" were substituted for the words "members present shall be a quorum".

(D) The penultimate paragraph of Regulation 58 of Part I of Table A shall be modified by inserting after the words "or lost" the words "or not carried by a particular majority".

## DIRECTORS

10. The Directors shall not, unless otherwise determined by an Ordinary Resolution of the Company, be less than two in number.

The names of the first Directors shall be determined in writing by the subscribers to the Memorandum of Association.

11. (A) The words "Subject to the prior approval of the Company's ultimate holding company" shall be deemed to be inserted at the commencement of Regulation 95 of Part I of Table A.

(B) The last sentence in the said Regulation 95 of Part I of Table A shall be deemed to be deleted.

(C) The Directors shall not be subject to retirement by rotation and the last sentence of Regulation 97 of Part I of Table A shall be deemed to be deleted.

(D) The last sentence in Regulation 98 of Part I of Table A shall be deemed to be deleted and the following shall be deemed to be substituted therefor:-

"A Director for the time being out of the United Kingdom shall not be entitled to notices of meetings of the Directors but the alternate Director (if any) in the United Kingdom acting in his place shall be entitled to notice of such meetings."

12. The Directors shall be entitled to be paid out of the funds of the Company all their travelling, hotel and other expenses, properly incurred by them in and about the business of the Company, including their expenses of travelling to and from meetings of the Directors, or Committee Meetings, or General Meetings. The Directors may be paid out of the funds of the Company by way of ordinary remuneration (which shall be deemed to accrue from day to day) for their services as Directors (as distinct from remuneration as the holders of any Executive or other office) such sum as the Company shall, by Ordinary Resolution from time to time, determine. Unless the Company shall by Ordinary Resolution direct to the contrary such remuneration shall be divided between the Directors in such shares as they shall agree and in default of agreement it shall be divided between them equally.

13. A Director need not hold any share qualification, but a Director or an alternate Director acting in his place (other than a Director or such alternate Director for the time being absent from the United Kingdom) shall be entitled to receive notice of and attend all General Meetings of the Company and Regulation 134 of Part I of Table A shall be deemed to be modified accordingly.

14. The Company's ultimate holding company shall have power from time to time and at any time by Notice to the Company to appoint any person or persons as a Director or Directors either as an additional Director or to fill any vacancy (provided that the total number of Directors shall not exceed any maximum number from time to time prescribed by or in accordance with these Articles) and to remove from office any Director howsoever appointed. Any such appointment or removal shall take effect when the Notice effecting the same is delivered to the Registered Office of the Company or to the Secretary or is produced at a Meeting of the Directors and any such removal shall be without prejudice to any claim which a Director so removed may have for damages for breach of any contract of service between him and the Company.

15. The words "(subject to the prior approval of the Company's ultimate holding company)" shall be deemed to be inserted immediately after the words "the continuing directors or director" in Regulation 100 of Part I of Table A.

16. A Resolution in writing signed or approved by letter, telegram, cablegram or telex by every member of the Board for the time being entitled to receive notice of a meeting of the Directors, shall have the same effect and validity as a Resolution of the Board duly passed at a meeting of the Board duly convened and constituted, and for this purpose the signature or approval of an alternate Director shall suffice in place of that of the Director appointing him.

#### ALTERNATE DIRECTORS

17. Each Director shall have the power to nominate any other Director, or with the approval of a majority of the other Directors, any other person to act as alternate Director, in his place, at any meeting of the Directors at which he is unable to be present,

and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall (except as regards the power to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two. Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director or removes him by written notice to the Company. A Director retiring at a General Meeting of the Company who is re-elected a Director at the same meeting shall not for the purposes of this Article be deemed to have vacated his office as a Director.

#### DISQUALIFICATION OF DIRECTORS

18. The office of a Director shall ipso facto be vacated:-

- (A) If he is prohibited from being a Director by reason of any order made under the Act; or
- (B) If a receiving order is made against him or he makes any arrangement or composition with his creditors; or
- (C) If he becomes a patient for the purposes of Part VIII of the Mental Health Act 1959; or
- (D) If he absents himself from attendance at meetings of the Directors continuously for the period of six months without special leave of absence from the Directors, and they pass a Resolution that he has by reason of such absence vacated office; or

(E) Save as provided by any contract between him and the Company to the contrary, if, by notice in writing to the Company he resigns his office; or

(F) If he is removed by Ordinary Resolution of the Company as provided by Regulation 96 of Part I of Table A; or

(G) If he is removed pursuant to Article 14.

#### BORROWING POWERS

19. The Directors may borrow or raise from time to time such sums of money as they think necessary for the purposes of the Company. The aggregate amount at any one time owing by the Company and all its subsidiaries in respect of moneys borrowed by it or them or any of them (exclusive of moneys borrowed by the Company or any of its subsidiaries from any other of such companies) shall not at any time, without the prior consent of the Company's ultimate holding company, such consent to be subject to such conditions as the Company's ultimate holding company may impose, exceed a sum equal to two-thirds of the aggregate of:-

(i) the nominal share capital of the Company for the time being issued and paid-up; and

(ii) the amounts standing to the credit of the consolidated capital and revenue reserves (including share premium account, capital redemption reserve fund and profit and loss account) of the Company and its subsidiaries; all as shown in a consolidation of the then latest audited balance sheets of the Company and each of its subsidiaries.

#### POWERS AND DUTIES OF DIRECTORS

20. (A) The Directors may (subject to the prior approval of the Company's ultimate holding company) procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation funds or life assurance scheme for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to Directors and other officers of the Company and to any persons who are or shall have been at any time in the employment or service in any capacity of the Company, or of any subsidiary

company of the Company or of the predecessors in business of the Company or any such subsidiary company and the relations, connections or dependants of any such persons.

(B) The Directors may also, subject as aforesaid, procure the establishment and subsidy of or subscription or support to any institutions, associations, clubs, funds, or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or of its members and payment for or towards the insurance of any such persons as aforesaid, and subscription or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

(C) The Directors may procure any of the matters aforesaid to be done by the Company either alone or in conjunction with any other company.

(D) The powers vested in the Directors by this Article shall be in addition to any other provision in these Articles.

21. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be counted in estimating a quorum when any such contract or arrangement is under consideration; and Regulation 84 of Part I of Table A shall be deemed to be modified accordingly.

22. In Regulation 86 of Part I of Table A the words "and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose" shall be deemed to be deleted.

#### MANAGING DIRECTORS AND OTHER APPOINTMENTS

23. Subject to the prior approval of the Company's ultimate holding company the Directors (a) may from time to time appoint one or more of their body to be Managing Director or Managing Directors or to hold such other office in the management, administration or conduct of the business of the Company for such period on such terms and conferring such powers as shall first be approved by the Company's ultimate holding company, and (b) subject to the terms of any

agreement entered into in any particular case, may revoke such appointment. Subject to the terms of any such agreement a Managing Director or a Director appointed to any other office as aforesaid shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and unless the Directors, with the prior approval of the Company's ultimate holding company, shall resolve to the contrary shall ipso facto and immediately cease to be Managing Director or to hold such other office in the management, administration or conduct of the business of the Company if he cease to hold the office of Director from any cause.

#### REMUNERATION OF MANAGING DIRECTORS AND OTHERS

24. The remuneration and other terms and conditions of appointment of a Managing Director or Director holding any other office in the management administration or conduct of the business of the Company shall from time to time (subject to the provisions of any agreement between him and the Company) be fixed by the Directors, subject to the prior approval of the Company's ultimate holding company, and may be by way of fixed salary, or commission on the dividends, profits or turnover of the Company, or of any other company in which the Company is interested or other participation in any such profits, or (subject to the approval of the Company in General Meeting in any case in which such approval is required by Section 191 of the Act) by provision for himself or any of his dependants (whether by way of pension, superannuation, life assurance or other benefits) after determination of his services, or by any or all or partly by one and partly by another or others of those modes, and (subject as aforesaid) the remuneration so fixed shall be additional to the fees to which he shall be entitled as a Director of the Company.

#### SECRETARY

25. The Secretary shall be appointed by the Directors subject to the prior approval of the Company's ultimate holding company, for such term, at such remuneration and upon such conditions as the Company's ultimate holding company shall approve. Any Secretary so appointed may only be removed by the Directors with the prior approval of the Company's ultimate holding company.

## REGISTERS

26. The Register of Members, the Registers of the interests of the Directors and of their families, and the copies or memoranda of Directors' service contracts required by the Statutes to be maintained and available for inspection may be closed to inspection at such times and for such periods as the Directors may (subject to the Statutes) from time to time determine.

## NOTICES

27. Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter envelope or wrapper, addressed to the Company or such officer at the Registered Office of the Company. Copies of all notices shall be sent to the Company's ultimate holding company at the registered office for the time being of such company at the same time as they are sent to the members of the Company and Regulation 134 of Part I of Table A shall be deemed to be further modified accordingly.

## INDEMNITY

28. 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 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 judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 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 205 of the Act.

## WINDING UP

29. In a winding up the Liquidator may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the members in such proportions and manner as may be determined

by such Resolution, provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as if such Resolution were a Special Resolution passed pursuant to Section 287 of the Act.

NAMES, ADDRESSES AND DESCRIPTIONS  
OF SUBSCRIBERS

Number of Shares  
taken by each  
Subscriber

C.C. MULLETT  
Essex Hall,  
Essex Street,  
London W.C.2.

*C.C. Mullett* • One

Chartered Accountant

R.G. Carus  
Essex Hall,  
Essex Street,  
London W.C.2.

*R.G. Carus* One

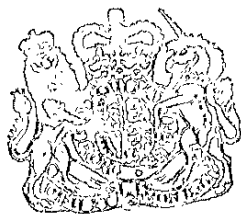
Solicitor

DATED this 2nd day of April 1976

WITNESS to the above Signatures:-

MRS. F.B. GRIFFITHS  
129 Addington Road,  
West Wickham,  
Kent.

*F.B. Griffiths*



# CERTIFICATE OF INCORPORATION

No. 1260837

I hereby certify that

C.A. BLACKWELL (CONSTRUCTION) LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at Cardiff the 28TH MAY 1975

A handwritten signature in dark ink, appearing to read 'D. A. Pendlebury', written in a cursive style.

D. A. PENDLEBURY  
Assistant Registrar of Companies

DORMANT COMPANY RESOLUTION

COMPANY NO. 1260837

THE COMPANIES ACT 1985, SECTION 252 SPECIAL RESOLUTION OF

C. A. BLACKWELL (CONSTRUCTION) LIMITED.

At a General meeting of the above named Company held on the 28th June 1990 the following special resolution was duly passed.

The accounts of the Company for the financial year ending 31st December 1990 having been laid before the Company at the meeting, and the Company, having qualified as small in that year and having been dormant since the end of it, resolves to make itself exempt from the obligation to appoint auditors as otherwise required by section 384 of the Companies Act 1985.

Signed

K. J. Gooday

Secretary

Date

16. 9. 1991

