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HANSON PLC
Form 6-K
November 10, 2003

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 OF
THE SECURITIES EXCHANGE ACT OF 1934

November 10, 2003

Hanson PLC

(Translation of Registrant's Name into English)

1 Grosvenor Place, London SW1X 7JH, England

(Address of Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ---

Form 40-F ---

Indicate by check mark whether the registrant by furnishing the information contained in this form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes ---

No ---

EXHIBIT INDEX

Exhibit No. 1 Articles of Association of Hanson PLC, adopted by special resolution on July 30, 2003.

SIGNATURE

Pursuant to the requirement of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

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HANSON PLC

Dated: November 7, 2003

By: /s/ Graham Dransfield

Name: Graham Dransfield
Title: Legal Director

COMPANY NO. 4626078

EXHIBIT NO. 1

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED

BY SHARES

ARTICLES OF ASSOCIATION

OF

HANSON PLC

Adopted by Special Resolution
passed on July 30, 2003

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COMPANY NUMBER: 4626078

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

HANSON PLC

(ADOPTED BY SPECIAL RESOLUTION PASSED ON 2003)

PRELIMINARY

1 DEFINITIONS

1.1 In these Articles (unless the context requires otherwise) the following words have the following meanings:

"ACT" means the Companies Act 1985;

"ARTICLES" means these articles of association as altered from time to time, and the expression "THIS ARTICLE" shall be construed accordingly;

"AUDITED BALANCE SHEET" means the latest audited balance sheet of the Company unless as at the date of such balance sheet there shall have been made up as at such date and audited a consolidated balance sheet of the Company and its subsidiary undertakings (within the meaning of section 258 of the Act) (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Statutes) and in the latter event "THE AUDITED BALANCE SHEET" means the audited consolidated balance of the Company and such subsidiary undertakings and references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively and there shall be excluded any amounts attributable to outside interests in subsidiary undertakings;

"AUDITORS" means the auditors of the Company for the time being, or in the case of joint auditors, any one of them;

"BOARD" means the board of Directors or the Directors present or deemed to be present at a duly convened meeting at which a quorum is present;

"BUSINESS DAY" means a day other than a Saturday or Sunday on which banks are normally open for business in London;

"CERTIFICATED" means in relation to a share, a share which is recorded in the Register of Members as being held in certificated form;

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"CLEAR DAYS" means in relation to the period of a notice, that period excluding the day when the notice is given or deemed given and the day for which it is given or on which it is to take effect;

"COMMUNICATION" means the same as in the Electronic Communications Act 2000 (unless the context requires otherwise);

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"COMPANY" means Hanson PLC, registered in England with number 4626078;

"DIRECTOR" means a director of the Company;

"ELECTRONIC COMMUNICATION" means the same as in the Electronic Communications Act 2000;

"EXECUTION" means any mode of execution, save for execution by way of electronic communication (and "executed" shall be construed accordingly);

"GROUP" means the group comprising the Company and its subsidiary undertakings (not including any parent undertaking of the Company);

"HOLDER" means in relation to a share, the member whose name is entered in the Register of Members as the holder of that share;

"LISTING RULES" means the listing rules of the UKLA under Part VI of the Financial Services and Markets Act 2000;

"LONDON STOCK EXCHANGE" means the London Stock Exchange plc;

"MEMBER" means a member of the Company or, if the context so requires, a member of the Board or of any committee;

"OFFICIAL LIST" means the Official List of the UKLA;

"OPERATOR" means the Operator (as defined in the Uncertificated Securities Regulations) of the Uncertificated System;

"ORDINARY SHARES" means ordinary shares of (pound)3.00 each in the capital of the Company;

"PAID" or "PAID UP" means paid up or credited as paid up;

"PARTICIPATING SECURITY" means a share or class of shares or a renounceable right of allotment of a share, or any other security, title to which is permitted by an Operator to be transferred by means of an Uncertificated System in accordance with the Uncertificated Securities Regulations;

"REDEEMABLE SHARES" means redeemable preference shares of (pound)1.00 each in the capital of the Company;

"REGISTERED OFFICE" means the registered office of the Company;

"REGISTER OF MEMBERS" means the Company's register of members kept pursuant to the Act or, as the case may be, any overseas branch register kept pursuant to these Articles;

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"SEAL" means the common seal of the Company or any official or securities seal that the Company has or may have as permitted by the Act or these Articles;

"SECRETARY" means the secretary of the Company or any other person appointed to perform any of the duties of the secretary of the Company including a joint, temporary, assistant or deputy secretary;

"SECURITY" means a share or class of shares or a renounceable right of allotment of a share or any other security in the capital of the Company;

"SHARE" means a share in the capital of the Company and, for the avoidance of

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doubt, shall mean both the Redeemable Shares and the Ordinary Shares except where the provisions of Article 3 preclude such an interpretation;

"STATUTES" the Act and every other act, statutory instrument or other subordinate legislation from time to time in force concerning companies and affecting the Company;

"UKLA" means the Financial Services Authority as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000;

"UNCERTIFICATED" means in relation to a security, a security which is for the time being a Participating Security and to which title is recorded in the Register of Members or other register as being held in uncertificated form;

"UNCERTIFICATED SECURITIES REGULATIONS" means the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755);

"UNCERTIFICATED SYSTEM" means the CREST system or any other applicable system which is a "relevant system" for the purpose of the Uncertificated Securities Regulations; and

"UNITED KINGDOM" means Great Britain and Northern Ireland.

1.2 In these Articles:

- (A) words or expressions which are not defined in paragraph 1.1 of this Article have the same meanings (where applicable) as in the Statutes;
- (B) a reference to any statute or any statutory instrument or any provision of a statute or of a statutory instrument includes a reference to any statutory modification or re-enactment of it for the time being in force, as (where applicable) amended or modified or extended by any other statute or any order, regulation, instrument or other subordinate legislation made under such statute or statutory provision or under the statute under which such statutory instrument was made;
- (C) words in the singular include the plural and vice versa, words importing any gender include all genders and a reference to a "PERSON" includes any individual, firm, partnership, unincorporated association, company, corporation or other body corporate;
- (D) references to "WRITING" or "WRITTEN" include printing, typewriting, lithography, facsimile, electronic communication, photography and any other modes of

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representing or reproducing words in a legible and non-transitory form;

- (E) a reference to an Uncertificated System is a reference to the Uncertificated System in respect of which the particular security or class of securities or renounceable right of allotment of a security is a Participating Security;
- (F) references to "MENTAL DISORDER" shall mean mental disorder

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as defined in section 1 of the Mental Health Act 1983 as at the date of adoption of these Articles;

(G) where an ordinary resolution is expressed to be required for any purpose, a special or extraordinary resolution is also effective for such purpose and where an extraordinary resolution is required for any purpose, a special resolution is also effective for such purpose; and

(H) headings do not affect the interpretation of any Article.

2 EXCLUSION OF TABLE A

The regulations contained in Table A as prescribed under the Act shall not apply to the Company.

CAPITAL

3 CAPITAL

The authorised share capital of the Company is (pound)100,000,000, which is divided into 1,000,000,000 Ordinary Shares of (pound)0.10 each.

4 ALLOTMENT

4.1 Subject to the Act and these Articles:

(A) any unissued securities shall be at the disposal of the Board, who may offer, allot, grant options over, or otherwise dispose of them to such persons and on such terms as it may decide (including, without limitation, terms relating to the renunciation of any allotment); and

(B) any shares held in treasury shall be held at the discretion of the Board, who may dispose of them on such terms as it may decide, or cancel them.

4.2 The Directors shall be generally and unconditionally authorised pursuant to and in accordance with section 80 of the Act to exercise for each prescribed period all the powers of the Company to allot relevant securities up to an aggregate nominal amount equal to the Section 80 amount.

4.3 During each prescribed period the directors shall be empowered to allot equity securities wholly for cash pursuant to and within the terms of the said authority:

(1) in connection with a rights issue; and

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(2) otherwise than in connection with a rights issues, up to an aggregate nominal amount equal to the Section 89 Amount.

as if section 89(1) of the Act did not apply to any such allotment.

4.4 By such authority and power the directors may during such period make offers or agreements which would or might require the allotment of securities after the expiry of such period.

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4.5 For the purposes of this Article the following expressions shall have the following meanings:

conditionally upon and with effect from the Companies (Acquisition of Own Shares) (Treasury Shares) Regulations 2003 coming into (and remaining in) force, a reference to the allotment of "EQUITY SECURITIES" or of equity securities consisting of a particular class also includes the sale of any relevant shares in the Company or (as the case may be) relevant shares of a particular class if, immediately before the sale, the shares were held by the Company in treasury;

"RIGHTS ISSUE" means an offer of equity securities open for acceptance for a period fixed by the directors to holders of equity securities on the register at a fixed record date in proportion to their respective holdings of such securities or in accordance with the rights attached thereto (but subject to such exclusions or other arrangements as the directors may deem necessary or expedient in relation to fractional entitlements or legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory);

"PRESCRIBED PERIOD" means:

- (A) for the purposes of the authority conferred by paragraph 4.2 of this Article, the period (not exceeding five years on any occasion) for which such authority is renewed by an ordinary resolution or special resolution of the Company (as the case may be) stating the Section 80 Amount for such period; and
- (B) for the purposes of the power conferred by paragraph 4.3 of this Article, the period (not exceeding five years on any occasion) for which such power is renewed by a special resolution of the Company stating the Section 89 Amount for such period;

"THE SECTION 80 AMOUNT" shall be that stated in the relevant ordinary resolution or special resolution (as the case may be) or any increased amount fixed by ordinary or special resolution (as the case may be);

"THE SECTION 89 AMOUNT" shall be that stated in the relevant special resolution.

The nominal amount of any securities shall be taken to be in the case of rights to subscribe for or to convert any securities into shares of the Company, the nominal amount of such shares which may be allotted pursuant to such rights.

4.6 Subject to the Act and without prejudice to any rights attached to any shares, any share may be issued with such rights or restrictions

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as the Company may by ordinary resolution determine (or, if the Company has not so determined, as the Board may determine).

4.7 Subject to the Act, any share may be issued which is, or is to be liable, to be redeemed at the option of one or both of the Company or

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the holder on such terms and in such manner as may be provided by these Articles.

5 SHARE WARRANTS TO BEARER

5.1 Subject to the Act, the Company may, with respect to any fully paid shares (except deferred shares), issue a warrant (a "SHARE WARRANT") stating that the bearer of the warrant is entitled to the shares specified in it. The Company may provide (by coupons or otherwise) for the payment of future dividends on the shares included in a share warrant. The shares specified in the share warrant may be transferred by the delivery of the share warrant. The provisions of these Articles as to transfer and transmission of shares shall not apply to share warrants.

5.2 The powers referred to in paragraph 5.1 of this Article may be exercised by the Board, which may determine and vary the terms on which a share warrant is to be issued, including (without limitation) terms on which:

- (A) a new share warrant or coupon may be issued in the place of one damaged, defaced, worn out or lost (provided that no new share warrant shall be issued to replace one that has been lost unless the Board is satisfied beyond reasonable doubt that the original has been destroyed);
- (B) the bearer of the share warrant may be entitled to receive notice of and to attend, vote and demand a poll at general meetings;
- (C) dividends may be paid; and
- (D) any share warrant may be surrendered and the name of the holder entered in the Register of Members in respect of the shares specified in it.

5.3 Subject to the terms on which a share warrant is issued and to these Articles, the bearer of a share warrant shall be deemed to be a member for all purposes. The bearer of a share warrant shall be subject to the terms in force and applicable to such share warrant, whether made before or after its issue.

6 COMMISSIONS AND BROKERAGE

The Company may exercise all powers conferred by the Act of paying commissions in relation to a subscription for shares or other allotment. Subject to the Act, such commissions may be satisfied in cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also pay such brokerage in relation to a subscription for shares as may be lawful.

7 TRUSTS NOT RECOGNISED

Except as required by law, no person shall be recognised by the Company as holding any share on any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right of

the holder to share in its entirety (even if the Company has notice

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of such interest).

8 PURCHASE OF OWN SHARES

8.1 Subject to the provisions of the Statutes, the Company may purchase its own shares (including any redeemable shares) provided that if, prior to such purchase, there are in issue securities convertible into, exchangeable for or carrying a right to subscribe for equity shares of the class proposed to be purchased, no such purchase shall be made and (where the Statutes require the contract for the purchase to be approved by a special resolution) no contract relating to any such purchase shall be entered into unless it:

(A) has received the consent in writing of the holders of not less than three quarters in nominal value of any class of convertible shares other than those which are convertible into shares which as respects dividend and capital carry a right to participate only up to a specified amount in a distribution; or

(B) has been sanctioned by an extraordinary resolution passed at a separate general meeting of the holders of such convertible shares,

unless the trust deed or terms of issue of the convertible shares in question provide for the Company to purchase its own shares.

8.2 Neither the Company nor the Board shall be required to select the shares to be purchased 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 in accordance with the rights as to dividends or capital conferred by any class of shares.

8.3 Subject to the provisions of the Statutes, any shares purchased by the Company in accordance with paragraph 8.1 of this Article may be held by the Company in treasury or cancelled as the Board may decide.

VARIATION OF CLASS RIGHTS

9 SANCTION

9.1 If the share capital of the Company is divided into shares of different classes, any of the rights attached to any class of shares (notwithstanding that the Company may be or be about to be in liquidation) may (unless the rights attached to the shares of the class otherwise provide and subject to the provisions of section 127 of the Act) be varied or abrogated in any manner, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of shares of the class duly convened and held in accordance with these Articles.

9.2 Subject to the terms of issue of or rights attached to any shares, the rights or privileges attached to any class of shares shall be deemed not to be varied or abrogated by:

(A) the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued;

- (B) the reduction of the capital paid up on such shares or by the purchase or redemption by the Company of any of its own shares in accordance with the Act and these Articles; or
- (C) the Board resolving that a class of shares is to become or is to cease to be, or the Operator permitting such class of shares to become or to cease to be, a Participating Security.

10 CLASS MEETINGS

10.1 The Board may call a separate general meeting of the holders of the shares of any class at any time and for any purpose as it thinks fit, regardless of whether section 125(6) of the Act applies to such meeting. Section 125(6) of the Act shall be deemed to apply (so far as applicable) to each such meeting for the purpose of these Articles. The provisions of these Articles as to general meetings shall also apply (so far as applicable) to each such meeting.

10.2 A separate meeting for the holders of a class of shares shall be convened and conducted as nearly as possible in the same way as an extraordinary general meeting, except that:

- (A) no member, other than a Director, shall be entitled to notice of it or to attend it unless he is a holder of shares of that class;
- (B) no vote may be given except in respect of a share of that class;
- (C) the quorum at the meeting other than an adjourned meeting shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of that class and at an adjourned meeting the quorum shall be one person holding shares of that class or his proxy; and
- (D) a poll may be demanded by a member present in person or by proxy and entitled to vote at the meeting and on a poll each member shall have one vote for every share of that class of which he is the holder.

10.3 For the purpose of these Articles, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares.

ALTERATION OF SHARE CAPITAL

11 INCREASE, CONSOLIDATION, SUB-DIVISION AND CANCELLATION

The Company may by ordinary resolution:

- (A) increase its share capital by a sum to be divided into shares of such amounts, and with such rights or restrictions attaching thereto, as may be prescribed by the resolution;

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- (B) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;

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- (C) subject to the Act, sub-divide all or any of its shares into shares of a smaller amount; and
- (D) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by a person and diminish the amount of its share capital by the amount of the shares so cancelled,

and may by the resolution decide that one or more of the shares resulting from any such division or sub-division may have any preference or other advantage as compared with the others or may be made subject to any restriction as compared with the others.

12 FRACTIONS

- 12.1 If, as the result of a consolidation and division or a sub-division of shares, fractions of shares become attributable to members, the Board may on behalf of the members deal with the fractions as it thinks fit, including (without limitation) in either of the ways prescribed in this Article below.
- 12.2 The Board may sell shares representing the fractions to any person (including, subject to the Act, the Company) for the best price reasonably obtainable and distribute the net proceeds of sale in due proportion amongst the persons to whom such fractions are attributable (except that if the amount due to a person is less than (pound)3.00, or such other sum as the Board may decide, the Company may retain such sum for its own benefit). To give effect to such sale the Board may:
- (A) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares to the purchaser or as the purchaser may direct; and
- (B) in the case of uncertificated shares, exercise any power conferred on it by Article 16.10 to effect a transfer of the shares.
- 12.3 The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to in paragraph 12.2 of this Article shall be effective as if it had been executed or exercised by the holder of the shares to which it relates.
- 12.4 In relation to the fractions the Board may issue, subject to the Act, to a member credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding of shares to a number which, following a consolidation and division or a sub-division, leaves a whole number of shares (such issue being deemed to have been effected immediately before the consolidation or the sub-division, as the case may be). The amount required to pay up those shares may be capitalised as the Board thinks fit out of amounts standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve and

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profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the Board capitalising part of any such reserve or fund will have the same effect as if the capitalisation had been made with the sanction of an ordinary resolution of the Company pursuant to

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Article 130. In relation to the capitalisation the Board may exercise all the powers conferred on it by Article 130 without the sanction of an ordinary resolution of the Company.

13 REDUCTION OF SHARE CAPITAL

Subject to the Act and to any rights attached to any shares, the Company may by special resolution reduce its share capital or any capital redemption reserve, share premium account or other undistributable reserve in any way.

CERTIFICATED SHARES

14 RIGHT TO CERTIFICATES

14.1 Subject to the Act, the requirements of (to the extent applicable) the Listing Rules and/or the London Stock Exchange, and these Articles, every person (except any person in respect of whom the Company is not required by the Act to complete and have ready for delivery a share certificate), upon becoming the holder of a certificated share is entitled, without charge, to one certificate for all the certificated shares of a class registered in his name or, in the case of certificated shares of more than one class being registered in his name, to a separate certificate for each class of shares, unless the terms of issue of the shares provide otherwise.

14.2 Where a member (other than a person in respect of whom the Company is not required by the Act to complete and have ready for delivery a share certificate) transfers part of his shares comprised in a certificate such member shall be entitled, without charge, to one certificate for the balance of certificated shares retained by such member.

14.3 The Company is not bound to issue more than one certificate for certificated shares held jointly by two or more persons. Delivery of a certificate to one joint holder shall be sufficient delivery to all joint holders.

14.4 A certificate shall specify the number and class and the distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up on the shares. It shall be issued under the Seal, which may be affixed to or printed on it, or in such other manner as the Board may approve, having regard to the terms of issue and the requirements of (to the extent applicable) the Listing Rules and/or the London Stock Exchange.

15 REPLACEMENT CERTIFICATES

15.1 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu.

15.2 If any member shall surrender for cancellation a share certificate

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representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request.

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- 15.3 The Company may at its sole discretion charge to the member requesting any such matter as is described in paragraphs 15.1 or 15.2 of this Article any out of pocket expenses or fees incurred by it in complying with such request.
- 15.4 If any certificate is worn-out, defaced, lost or destroyed, the Company may cancel it and issue a replacement certificate subject to such terms as the Board may decide as to evidence and indemnity (with or without security) and to payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity or such security but otherwise free of charge, and (if the certificate is worn-out or defaced) on delivery up of the old certificate.
- 15.5 In the case of shares held jointly by several persons any such request mentioned in this Article may be made by any one of the joint holders.

UNCERTIFICATED SHARES

- 16 UNCERTIFICATED SHARES
- 16.1 The Board may resolve that a class of shares is to become, or is to cease to be, a Participating Security.
- 16.2 Shares of a class shall not be treated as forming a separate class from other shares of the same class as a consequence of such shares being held in certificated or uncertificated form or of any provision in these Articles or the Uncertificated Securities Regulations applying only to certificated shares or to uncertificated shares.
- 16.3 Any share of a class which is a Participating Security may be changed from an uncertificated share to a certificated share and from a certificated share to an uncertificated share in accordance with the Uncertificated Securities Regulations.
- 16.4 These Articles apply to uncertificated shares of a class which is a Participating Security only to the extent that these Articles are consistent with the holding of such shares in uncertificated form, with the transfer of title to such shares by means of the Uncertificated System and in accordance with the Uncertificated Securities Regulations.
- 16.5 Where any share is held in uncertificated form the Company shall not issue and no person shall be entitled to receive a certificate in respect of such share at any time and for so long as the title to that share is evidenced otherwise than by a certificate and transfers may be made otherwise than by a written instrument by virtue of the Regulations. Title to shares in issue at the date of adoption of these Articles may be transferred and evidenced by a relevant system.
- 16.6 The Board may lay down regulations not included in these Articles which (in addition to or in substitution for any provisions in these Articles):

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- (A) apply to the issue, holding or transfer of uncertificated shares;
- (B) set out (where appropriate) the procedures for conversion and/or redemption of uncertificated shares; and/or

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- (C) the Board considers necessary or appropriate to ensure that these Articles are consistent with the Uncertificated Securities Regulations and/or the Operator's rules and practices.

16.7 Such regulations will apply instead of any relevant provisions in these Articles which relate to certificates and the transfer, conversion and redemption of shares or which are not consistent with the Uncertificated Securities Regulations, in all cases to the extent (if any) stated in such regulations. If the Board makes any such regulations, paragraph 16.4 of this Article will (for the avoidance of doubt) continue to apply to these Articles, when read in conjunction with those regulations.

16.8 Any instruction given by means of an Uncertificated System as referred to in these Articles shall be a dematerialised instruction given in accordance with the Uncertificated Securities Regulations, the facilities and requirements of the Uncertificated System and the Operator's rules and practices.

16.9 For any purpose under these Articles, the Company may treat a member's holding of uncertificated shares and of certificated shares of the same class as if they were separate holdings, unless the Board otherwise decides.

16.10 Where the Company is entitled under the Act, the Operator's rules and practices, these Articles or otherwise to dispose of, forfeit, enforce a lien over or sell or otherwise procure the sale of any shares of a class which is a Participating Security which are held in uncertificated form, the Board may take such steps (subject to the Uncertificated Securities Regulations and to such rules and practices) as may be required or appropriate, by instruction by means of the Uncertificated System or otherwise, to effect such disposal, forfeiture, enforcement or sale including by (without limitation):

- (A) requesting or requiring the deletion of any computer-based entries in the Uncertificated System relating to the holding of such shares in uncertificated form;
- (B) altering such computer-based entries so as to divest the holder of such shares of the power to transfer such shares other than to a person selected or approved by the Company for the purpose of such transfer;
- (C) requiring any holder of such shares, by notice in writing, to change such person's holding of such uncertificated shares into certificated form within any specified period;
- (D) requiring any holder of such shares to take such steps as may be necessary to sell or transfer such shares as directed by the Company;
- (E) otherwise rectifying or changing the Register of Members

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in respect of any such shares in such manner as the Board considers appropriate (including, without limitation, by entering the name of a transferee into the Register of Members as the next holder of such shares); and/or

- (F) appointing any person to take any steps in the name of any holder of such shares as may be required to change such shares from uncertificated form to certificated form

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and/or to effect the transfer of such shares (and such steps shall be effective as if they had been taken by such holder).

LIEN ON SHARES

17 COMPANY'S LIEN ON SHARES NOT FULLY PAID

17.1 The Company has a first and paramount lien on each issued share (not being a fully paid share) for all amounts payable to the Company (whether actually or contingently and whether presently payable or not) in respect of such share.

17.2 The lien applies to all dividends on any such share and to all amounts payable by the Company in respect of such share. It also applies notwithstanding that:

- (A) the Company may have notice of any equitable or other interest of any person in any such share; or
- (B) any such amounts payable may be the joint debts and liabilities of both the holder of the share and one or more other persons.

17.3 The Board may resolve that any share be exempt wholly or in part from this Article.

18 ENFORCEMENT OF LIEN BY SALE

18.1 For the purpose of enforcing the Company's lien on any shares, the Board may sell them in such manner as it decides if an amount in respect of which the lien exists is presently payable and is not paid within fourteen (14) clear days following the giving of a notice to the holder (or any person entitled by transmission to the share) demanding payment of the amount due within such fourteen clear day period and stating that if the notice is not complied with the shares may be sold.

18.2 To give effect to such sale the Board may:

- (A) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares in the name and on behalf of the holder of, or the person entitled by transmission to, them to the purchaser or as the purchaser may direct; and
- (B) in the case of uncertificated shares, exercise any power conferred on it by Article 16.10 to effect a transfer of the shares.

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18.3 The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to in paragraph 18.2 of this Article shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

19 APPLICATION OF SALE PROCEEDS

The net proceeds of any sale of shares subject to the Company's lien under these Articles (after payment of the costs and expenses of sale) shall be applied in or towards satisfaction of the amount then

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due to the Company in respect of the shares. Any balance shall be paid to the original holder of, or the person entitled (but for such sale) by transmission to, the shares on (in the case of certificated shares) surrender to the Company for cancellation of the certificate for such shares and (in all cases) subject to the Company having a lien on such balance on the same basis as applied to such shares for any amount not presently payable as existed on such shares before the sale.

CALLS

20 CALLS

20.1 Subject to the terms on which shares are allotted, the Board may make calls on the members (and any persons entitled by transmission) in respect of any amounts unpaid on their shares (whether in respect of nominal value or premium) and not payable on a date fixed by or in accordance with the allotment terms. Each such member or other person shall pay to the Company the amount called, subject to receiving at least fourteen (14) clear days' notice specifying when and where the payment is to be made, as required by such notice.

20.2 A call may be made payable by instalments. A call shall be deemed to have been made when the resolution of the Board authorising it is passed. A call may, before the Company's receipt of any amount due under it, be revoked or postponed in whole or in part as the Board may decide. A person upon whom a call is made will remain liable for calls made on him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

21 LIABILITY OF JOINT HOLDERS

The joint holders of a share shall be jointly and severally liable to pay all calls in respect of it.

22 INTEREST

If the whole of the sum payable in respect of any call is not paid by the day it becomes due and payable, the person from whom it is due shall pay all costs, charges and expenses that the Company may have incurred by reason of such non-payment, together with interest on the unpaid amount from the day it became due and payable until it is paid at the rate fixed by the terms of the allotment of the share or in the notice of the call or, if no rate is fixed, at such rate, not

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exceeding two (2) per cent. above the base rate for the time being of Barclays Bank plc, per annum, as the Board shall determine. The Board may waive payment of such costs, charges, expenses or interest in whole or in part.

23 DIFFERENTIATION

Subject to the allotment terms, the Board may make arrangements on or before the issue of shares to differentiate between the holders of shares in the amounts and times of payment of calls on their shares.

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24 PAYMENT IN ADVANCE OF CALLS

24.1 The Board may receive from any member (or any person entitled by transmission) all or any part of the amount uncalled and unpaid on the shares held by him (or to which he is entitled). The liability of each such member or other person on the shares to which such payment relates shall be reduced by such amount. The Company may pay interest on such amount from the time of receipt until the time when such amount would, but for such advance, have become due and payable at such rate not exceeding two (2) per cent. above the base rate for the time being of Barclays Bank plc, per annum, as the Board may decide.

24.2 No sum paid up on a share in advance of a call shall entitle the holder to any portion of a dividend subsequently declared or paid in respect of any period prior to the date on which such sum would, but for such payment, become due and payable.

25 RESTRICTIONS IF CALLS UNPAID

Unless the Board decides otherwise, no member shall be entitled to receive any dividend or to be present or vote at any meeting or to exercise any right or privilege as a member until he has paid all calls due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any) to the Company.

26 SUMS DUE ON ALLOTMENT TREATED AS CALLS

Any sum payable in respect of a share on allotment or at any fixed date, whether in respect of the nominal value of the share or by way of premium or as an instalment of a call, shall be deemed to be a call. If such sum is not paid, these Articles shall apply as if it had become due and payable by virtue of a call.

FORFEITURE

27 FORFEITURE AFTER NOTICE OF UNPAID CALL

27.1 If a call or an instalment of a call remains unpaid after it has become due and payable, the Board may give to the person from whom it is due not less than fourteen (14) clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any costs, charges and expenses that the Company may have incurred by reason of such non-payment. The notice shall state the place where payment is to be made and that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited. If the notice is not complied with, any

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shares in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Board. The forfeiture will include all dividends and other amounts payable in respect of the forfeited shares which have not been paid before the forfeiture.

- 27.2 The Board may accept the surrender of a share which is liable to be forfeited in accordance with these Articles. All provisions in these Articles which apply to the forfeiture of a share also apply to the surrender of a share.

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28 NOTICE AFTER FORFEITURE

When a share has been forfeited, the Company shall give notice of the forfeiture to the person who was before forfeiture the holder of the share or the person entitled by transmission to the share. An entry that such notice has been given and of the fact and date of forfeiture shall be made in the Register of Members. No forfeiture will be invalidated by any omission to give such notice or make such entry.

29 CONSEQUENCES OF FORFEITURE

- 29.1 A share shall, on its forfeiture, become the property of the Company.

- 29.2 All interest in and all claims and demands against the Company in respect of a share and all other rights and liabilities incidental to the share as between its holder and the Company shall, on its forfeiture, be extinguished and terminate except as otherwise stated in these Articles or, in the case of past members, as provided by the Statutes.

- 29.3 The holder of a share (or the person entitled to it by transmission) which is forfeited shall:

- (A) on its forfeiture cease to be a member (or a person entitled) in respect of it;
- (B) if a certificated share, surrender to the Company for cancellation the certificate for the share;
- (C) remain liable to pay to the Company all monies payable in respect of the share at the time of forfeiture, with interest from such time of forfeiture until the time of payment, in the same manner in all respects as if the share had not been forfeited; and
- (D) remain liable to satisfy all (if any) claims and demands which the Company might have enforced in respect of the share at the time of forfeiture without any deduction or allowance for the value of the share at the time of forfeiture or for any consideration received on its disposal.

30 DISPOSAL OF FORFEITED SHARE

- 30.1 Subject to the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Board may decide either to the person who was before the forfeiture the holder or to any other person. At any time before the disposal, the

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forfeiture may be cancelled on such terms as the Board may decide. Where for the purpose of its disposal a forfeited share is to be transferred to any transferee, the Board may:

- (A) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares in the name and on behalf of their holder to the purchaser or as the purchaser may direct; and
- (B) in the case of uncertificated shares, exercise any power conferred on it by Article 16.10 to effect a transfer of the shares.

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30.2 The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to in paragraph 30.1 of this Article shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

31 PROOF OF FORFEITURE

A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of any necessary instrument of transfer) constitute good title to the share. The person to whom the share is disposed of shall not be bound to see to the application of the consideration (if any) given for it on such disposal. His title to the share will not be affected by any irregularity in, or invalidity of, the proceedings connected with the forfeiture or disposal.

UNTRACED MEMBERS

32 SALE OF SHARES

32.1 The Company may sell at the best price reasonably obtainable at the time of such sale (such time to be determined by the Board at its absolute discretion) any share of a member, or any share to which a person is entitled by transmission, if:

- (A) during the period of twelve (12) years prior to the date of the publication of the advertisements referred to in this paragraph 32.1 (or, if published on different dates, the earlier or earliest of them):
 - (1) no cheque, warrant or money order in respect of such share sent by or on behalf of the Company to the member or to the person entitled by transmission to the share, at his address in the Register of Members or other address last known to the Company has been cashed; and
 - (2) no cash dividend payable on the shares has been satisfied by the transfer of funds to a bank account of the member (or person entitled by transmission to the share) or by transfer of

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funds by means of the Uncertificated System,

and the Company has received no communication (whether in writing or otherwise) in respect of such share from such member or person, provided that during such twelve year period the Company has paid at least three cash dividends (whether interim or final) in respect of shares of the class in question and no such dividend has been claimed by the person entitled to such share;

- (B) the Company has informed the UKLA of its intention to make such sale, if shares of the class concerned are listed on the Official List of the UKLA; and
- (C) the Company complies with such requirements in respect of notification or advertisement of its intention to make such sale as prescribed by the Statutes and/or the Listing

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Rules, if shares of the class concerned are listed on the Official List of the UKLA.

32.2 If during such twelve year period, or during any subsequent period ending on the date when all the requirements of paragraph 32.1 of this Article have been met in respect of any shares, any additional shares have been issued in respect of those held at the beginning of, or previously so issued during, any such subsequent period and all the requirements of paragraph 32.1 of this Article have been satisfied with regard to such additional shares, the Company may also sell the additional shares.

32.3 To give effect to a sale pursuant to paragraphs 32.1 or 32.2 of this Article, the Board may:

- (A) in the case of certificated shares, authorise a person to execute an instrument of transfer of shares in the name and on behalf of the holder of, or the person entitled by transmission to, them to the purchaser or as the purchaser may direct; and
- (B) in the case of uncertificated shares, exercise any power conferred on it by Article 16.10 to effect a transfer of the shares.

32.4 The purchaser will not be bound to see to the application of the purchase monies in respect of any such sale. The title of the transferee to the shares will not be affected by any irregularity in or invalidity of the proceedings connected with the sale or transfer. Any instrument or exercise referred to in paragraph 32.3 of this Article shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

33 APPLICATION OF SALE PROCEEDS

The Company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all monies in respect of the sale to a separate account. The Company shall be deemed to be a debtor to, and not a trustee for, such member or other person in respect of such monies. Monies carried to such separate

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account may either be employed in the business of the Company or invested as the Board may think fit. No interest shall be payable to such member or other person in respect of such monies and the Company shall not be required to account for any money earned on them.

TRANSFER OF SHARES

34 FORM OF TRANSFER

34.1 Subject to these Articles, a member may transfer all or any of his shares:

(A) in the case of certificated shares, by an instrument of transfer in writing in any usual form or in another form approved by the Board, which must be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid) by or on behalf of the transferee; or

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(B) in the case of uncertificated shares, without a written instrument in accordance with the Uncertificated Securities Regulations, the facilities and requirements of the Uncertificated System and the Operator's rules and practices.

34.2 The transferor shall remain the holder of the share transferred until the name of the transferee is entered in the Register of Members in respect of it.

35 REGISTRATION OF A CERTIFICATED SHARE TRANSFER

35.1 Subject to these Articles, the Board may, in its absolute discretion and without giving a reason, refuse to register the transfer of a certificated share or the renunciation of a renounceable letter of allotment unless it is:

- (A) in respect of a share which is fully paid;
- (B) in respect of a share on which the Company has no lien;
- (C) in respect of only one class of shares;
- (D) in favour of a single transferee or renounee or not more than four joint transferees or renounees;
- (E) duly stamped (if so required by law); and
- (F) delivered for registration to the Registered Office or such other place as the Board may decide, accompanied by the certificate for the shares to which it relates (except in the case of a transfer of a share, for which a certificate has not been issued, by a person in respect of whom the Company is not required by the Act to complete and have ready for delivery a share certificate, and except in the case of a renunciation) and any other evidence as the Board may reasonably require to prove the title to such share of the transferor or person renouncing and the due execution by him of the transfer or renunciation or, if the transfer or renunciation is executed by some other person on his behalf, the authority

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of such person to do so,

provided that the Board shall not refuse to register any transfer or renunciation of any certificated shares listed on the Official List of the UKLA or admitted trading on the London Stock Exchange on the ground that they are partly paid in circumstances where such refusal would prevent dealings in such shares from taking place on an open and proper basis.

- 35.2 If the Board refuses to register a transfer or renunciation pursuant to this Article, it shall, within two months after the date on which the transfer or renunciation was delivered to the Company, send notice of the refusal to the transferee or renounee. An instrument of transfer or renunciation which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person delivering it. All instruments of transfer which are registered may, subject to these Articles, be retained by the Company.

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36 REGISTRATION OF AN UNCERTIFICATED SHARE TRANSFER

- 36.1 The Board shall register a transfer of title to any uncertificated share or the renunciation or transfer of any renounceable right of allotment of a share which is a Participating Security held in uncertificated form in accordance with the Uncertificated Securities Regulations, except that the Board may refuse (subject to any relevant requirements of (to the extent applicable) the Listing Rules and/or the London Stock Exchange) to register any such transfer or renunciation which is in favour of more than four persons jointly or in any other circumstance permitted by the Uncertificated Securities Regulations.

- 36.2 If the Board refuses to register any such transfer or renunciation the Company shall, within two months after the date on which the instruction relating to such transfer or renunciation was received by the Company, send notice of the refusal to the transferee or renounee.

37 RENUNCIATION OF ALLOTMENTS

The Board may, at its discretion, at any time after the allotment of any share, but before any person has been entered in the Register of Members as the holder of it, recognise and give effect to a renunciation of the allotment of any share by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation on such terms and conditions as the Board sees fit.

38 NO FEE ON REGISTRATION

No fee shall be charged for the registration of a transfer of a share or the renunciation of a renounceable letter of allotment or on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other document relating to or affecting the title to any share.

39 CLOSING OF REGISTER OF MEMBERS

The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods, not exceeding thirty

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(30) days in any year, as the Board may decide (subject to the Uncertificated Securities Regulations in the case of any shares of a class which is a Participating Security).

TRANSMISSION OF SHARES

40 ON DEATH

If a member dies, the survivors or survivor where he was a joint holder, or his personal representatives where he was the sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his shares. Nothing in these Articles shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of a share which has been held by him solely or jointly.

41 ELECTION OF PERSON ENTITLED BY TRANSMISSION

41.1 A person becoming entitled to a share in consequence of the death or bankruptcy of a member, or of any other event giving rise to a transmission of such entitlement by operation of law, may, on such

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evidence as to his title being produced as the Board may require, elect either to become registered as the holder of such share or to have some person nominated by him so registered. If he elects to be registered himself, he shall give notice in writing to the Company to that effect. If he elects to have some other person registered, he shall:

- (A) in the case of a certificated share, execute an instrument of transfer of such share to such person; and
- (B) in the case of an uncertificated share, either:
 - (1) procure that all appropriate instructions are given by means of the Uncertificated System to effect the transfer of such share to such person; or
 - (2) change the uncertificated share to certificated form and then execute an instrument of transfer of such share to such person.

41.2 All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer or instructions (as the case may be) referred to in paragraph 41.1 of this Article as if the notice were an instrument of transfer and as if the instrument of transfer was executed, or the instructions were given, by the member and the event giving rise to the transmission had not occurred.

41.3 The Board may give notice requiring a person to make the election referred to in paragraph 41.1 of this Article. If such notice is not complied with within sixty days, the Board may withhold payment of all dividends and other amounts payable in respect of the share until notice of election has been made.

42 RIGHTS ON TRANSMISSION

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A person becoming entitled by transmission to a share shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as its holder, be entitled in respect of it to receive notice of, or to attend or vote at, any general meeting or at any separate meeting of the holders of any class of shares.

FAILURE TO DISCLOSE INTERESTS IN SHARES

43 FAILURE TO DISCLOSE INTERESTS IN SHARES

43.1 For the purpose of this Article:

- (A) "EXEMPT TRANSFER" means, in relation to shares held by a member:
- (1) a transfer pursuant to acceptance of a takeover offer (as defined in section 428 of the Act) for the Company or in relation to any of its shares;
 - (2) a transfer in consequence of a sale made through the London Stock Exchange or any stock exchange selected by the Company outside the United Kingdom on which any shares are normally traded; or
 - (3) a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale or gift or any other disposal in good faith of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares;
- (B) "INTERESTED" is construed as it is for the purpose of section 212 of the Act;
- (C) a person, other than the member holding a share, shall be treated as appearing to be interested in such share if the member has informed the Company that the person is or may be so interested, or if the Company (after taking account of information obtained from the member or, pursuant to a section 212 notice, from anyone else) knows or has reasonable cause to believe that the person is or may be so interested;
- (D) reference to a person having failed to give to the Company information required by a section 212 notice (as defined in paragraph 43.2 of this Article), or being in default of supplying such information, includes references to his having:
- (1) failed or refused to give all or any part of such information; and
 - (2) given information which he knows to be false or misleading in a material particular or recklessly given information which is false or

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misleading in a material particular or which is, to the satisfaction of the Board acting reasonably, false or misleading in a material particular; and

- (E) "TRANSFER" means a transfer of a share or (where applicable) a renunciation of a renounceable letter of allotment or other renounceable document of title relating to a share.

43.2 Where notice is given by the Company under section 212 of the Act (a "SECTION 212 NOTICE") to a member, or another person appearing to be interested in shares held by such member, and the member or other person has failed in relation to any shares ("DEFAULT SHARES", which expression applies also to any shares issued after the date of the Section 212 notice in respect of those shares and to any other shares registered in the name of such member at any time whilst the default subsists) to give the Company the information required within fourteen (14) clear days after the date of the Section 212 notice, the Board (at its absolute discretion) may give to the holder a notice (a "DIRECTION NOTICE") to the effect that from the date of the direction notice and unless the Board otherwise decides:

- (A) the member is not entitled in respect of the Default Shares to be present or to vote (either in person or by proxy) at a general meeting or at a separate meeting of the holders of a class of shares or on a poll, or to exercise other rights conferred by membership in relation to the meeting or poll; and
- (B) where the Default Shares represent at least 0.25 per cent. in nominal value of the issued shares of their class at the date of the direction notice:

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- (1) a dividend (or any part of a dividend) payable in respect of the Default Shares (except on a winding up of the Company) may be withheld by the Company, which shall have no obligation to pay interest on such dividend;
- (2) the member shall not be entitled to elect, pursuant to Article 128 (Scrip Dividends) or otherwise, to receive shares instead of a dividend; and
- (3) the Board may, in its absolute discretion, refuse to register the transfer of any Default Shares (subject, in the case of any uncertificated shares, to the Uncertificated Securities Regulations) unless:
- (A) the transfer is an Exempt Transfer; or
- (B) the member is not himself in default in supplying the information required and proves to the satisfaction of the Board that no person in default of supplying the

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information required is interested in any of the shares which are the subject of the transfer.

- 43.3 The direction notice shall have effect in relation to Default Shares in accordance with its terms but shall cease to have effect:
- (A) on receipt by the Company of notice of an Exempt Transfer, but only in relation to the shares so transferred;
 - (B) on the expiry of seven days after receipt by the Company, in a form satisfactory to the Board, of all the information required by the Section 212 notice; or
 - (C) on such date as the Board may determine.
- 43.4 The Board may:
- (A) give notice in writing to any member holding Default Shares in uncertificated form requiring the member:
 - (1) to change his holding of such shares from uncertificated form into certificated form within a specified period; and
 - (2) then to hold such Default Shares in certificated form for so long as the default subsists; and
 - (B) appoint any person to take any steps, by instruction by means of the Uncertificated System or otherwise, in the name of any holder of Default Shares as may be required to change such shares from uncertificated form into certificated form (and such steps shall be effective as if they had been taken by such holder).
- 43.5 The provisions of this Article are in addition and without prejudice to the provisions of the Statutes.

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GENERAL MEETINGS

- 44 ANNUAL AND EXTRAORDINARY GENERAL MEETINGS
- 44.1 The Company shall hold annual general meetings, which shall be convened by the Board, in accordance with the Act.
- 44.2 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 45 CONVENING OF EXTRAORDINARY GENERAL MEETINGS
- The Board may convene an extraordinary general meeting whenever it thinks fit. An extraordinary general meeting shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 368 of the Act and no business shall be transacted at such meeting except that stated by the requisition or proposed by the Board. If there are not sufficient Directors to call a general meeting, any Director may convene a general meeting.

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- 46 NOTICE OF GENERAL MEETINGS
- 46.1 An annual general meeting, and an extraordinary general meeting convened for the passing of a special resolution or (save as provided by the Statutes) a resolution of which special notice has to be given, shall be convened by not less than twenty-one (21) clear days' notice. All other extraordinary general meetings shall be convened by not less than fourteen (14) clear days' notice.
- 46.2 Subject to the Act and notwithstanding that it is convened by shorter notice than that specified in paragraph 46.1 of this Article, a general meeting shall be deemed to have been duly convened if it is so agreed:
- (A) in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and
 - (B) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.
- 46.3 The notice of meeting shall specify:
- (A) whether the meeting is an annual general meeting or an extraordinary general meeting;
 - (B) the place, the day and the time of the meeting;
 - (C) subject to the requirements of (to the extent applicable) the Listing Rules and/or the London Stock Exchange, the general nature of the business to be transacted;
 - (D) if the meeting is convened to consider a special or extraordinary resolution, the intention to propose the resolution as such; and
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- (E) with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not also be a member.
- 46.4 The notice of meeting:
- (A) shall be given to the members (other than a member who, under these Articles or any restrictions imposed on any shares, is not entitled to receive notice from the Company), to the Directors and to the Auditors; and
 - (B) may specify a time by which a person must be entered on the Register of Members in order for such person to have the right to attend or vote at the meeting (subject to the Uncertificated Securities Regulations if the Company is then a participating issuer for the purpose of the Uncertificated Securities Regulations).
- 46.5 The Board may determine that the members entitled to receive notice

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of a meeting are those persons entered on the Register of Members at a time and day determined by the Board (subject to the Uncertificated Securities Regulations if the Company is then a participating issuer for the purpose of the Uncertificated Securities Regulations).

46.6 The accidental omission to send or give a notice of meeting or, in cases where it is intended that it be sent out or given with the notice, an instrument of proxy or any other document to, or the non-receipt of any such item by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

47 QUORUM FOR GENERAL MEETING

No business shall be transacted at a general meeting unless a quorum is present. Three persons entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum. The absence of a quorum will not prevent the appointment of a chairman of the meeting. Such appointment shall not be treated as being part of the business of the meeting.

48 PROCEDURE IF QUORUM NOT PRESENT

48.1 If within ten minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) after the time appointed for the holding of the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting:

- (A) if convened on the requisition of members, shall be dissolved; and
- (B) in any other case shall stand adjourned to the same day in the next week or to such other day and at such other time and place as the chairman (or, in default, the Board) may decide.

48.2 If at such adjourned meeting a quorum is not present within ten minutes after the time appointed for holding it one person entitled to vote on the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation of a member, shall be a quorum.

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49 CHAIRMAN OF GENERAL MEETING

The chairman (if any) of the Board or, in his absence, any deputy or vice-chairman shall preside as chairman at a general meeting. If there is no chairman, deputy or vice-chairman, or if at a meeting neither is present within five minutes after the time fixed for the start of the meeting, or neither is willing to act, the Directors present shall select one of their number to be chairman of the meeting. If only one Director is present and willing to act, he shall be chairman of the meeting. In default, the members present in person and entitled to vote shall choose one of their number to be chairman of the meeting.

50 RIGHTS OF DIRECTORS AND OTHERS TO ATTEND MEETINGS

A Director (and any other person invited by the chairman of the meeting to do so) shall be entitled to attend and speak at a general

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meeting and at a separate meeting of the holders of any class of shares, whether or not he is a member.

51 ACCOMMODATION OF MEMBERS AT MEETING

If it appears to the chairman of the meeting that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting will be duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available to ensure that a member who is unable to be accommodated is able (whether at the meeting place or elsewhere):

- (A) to participate in the business for which the meeting has been convened;
- (B) to hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise); and
- (C) to be heard and seen by all other persons present in the same way.

52 SECURITY

In addition to any measures which the Board may be required to take due to the location or venue of the meeting, the Board may make any arrangement and impose any restriction it considers appropriate and reasonable in the circumstances to ensure the security of a meeting including, without limitation, the searching of any person attending the meeting and the imposing of restrictions on the items of personal property that may be taken into the meeting place. The Board may refuse entry to, or eject from, a meeting a person who refuses to comply with any such arrangements or restrictions.

53 POWER TO ADJOURN

53.1 The chairman of the meeting may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place.

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53.2 Without prejudice to any other power of adjournment which the chairman of the meeting may have under these Articles, at common law or otherwise, the chairman may, without the consent of the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place if he decides that it is necessary or appropriate to do so in order to:

- (A) secure the proper and orderly conduct of the meeting; or
- (B) give all persons entitled to do so an opportunity of attending the meeting; or
- (C) give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or
- (D) ensure that the business of the meeting is properly concluded or disposed of, including (without limitation) for the purpose of determining the result of a poll.

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54 NOTICE OF ADJOURNED MEETING

Whenever a meeting is adjourned for fourteen (14) days or more or indefinitely, at least seven clear days' notice, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. If the meeting is adjourned for less than fourteen (14) days, no member shall be entitled to any notice of the adjournment or of the business to be transacted at the adjourned meeting.

55 BUSINESS OF ADJOURNED MEETING

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

VOTING

56 VOTING AT A GENERAL MEETING

56.1 At a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands (and before the chairman of the meeting has proceeded to the next item of business) a poll is demanded by either:

- (A) the chairman of the meeting;
- (B) at least three members having the right to vote at the meeting;
- (C) a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (D) a member or members holding shares conferring a right to vote on the resolution on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

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56.2 Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

56.3 A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman of the meeting. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

57 POLL PROCEDURE

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- 57.1 A poll demanded on the election of a chairman or on any question of adjournment shall be taken forthwith and a poll on any other matter shall be taken either forthwith or at such time and place, not being more than thirty (30) days from the date of the meeting or adjourned meeting at which the poll was demanded, as the chairman shall direct. The chairman may direct the manner in which a poll shall be taken and may appoint scrutineers who need not be members. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 57.2 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded.
- 57.3 On a poll votes may be given in person or by proxy. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

58 VOTES OF MEMBERS

- 58.1 Subject to any rights or restrictions attaching to any shares:
- (A) on a show of hands every member who is entitled to vote on the relevant matter and who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative who is not himself a member entitled to vote shall have one vote; and
 - (B) on a poll every member who is entitled to vote on the relevant matter shall have one vote for every share of which he is the holder.
- 58.2 In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders. Seniority shall be determined by the order in which

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the names of the holders stand in the Register of Members in respect of the joint holding.

- 58.3 A member in respect of whom an order has been made by any court or official having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder or incapacity may vote, on a show of hands or on a poll, by his guardian or other person duly authorised to act on his behalf, who may vote on a poll by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming the right to vote shall be deposited at the Registered Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

59 CHAIRMAN'S CASTING VOTE

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In the case of an equality of votes, either on a show of hands or on a poll, the chairman of the meeting shall be entitled to a further or casting vote in addition to any other vote he may have or be entitled to exercise.

60 VOTING RESTRICTIONS ON AN OUTSTANDING CALL

Unless the Board decides otherwise, no member shall be entitled to be present or vote at any meeting either personally or by proxy until he has paid all calls due and payable on every share held by him whether alone or jointly with any other person together with interest and expenses (if any) to the Company.

61 PROXY INSTRUMENT

61.1 The appointment of a proxy shall be in any usual form or in any other form which the Board may approve and, in the case of an instrument in writing, shall be executed by the appointor or his attorney duly authorised in writing. In the case of an instrument in writing, a corporation may execute a form of proxy either under its common seal (or in any other manner permitted by law and having the same effect as if executed under seal) or under the hand of a duly authorised officer, attorney or other person. If permitted by the Board, the appointment of a proxy may be by electronic communication in such manner and form and subject to such stipulations, conditions or restrictions and require such evidence of valid execution as the Board may require. A member may appoint more than one proxy to attend on the same occasion, but only one proxy may be appointed in respect of any one share. The appointment of a proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it. A proxy need not be a member of the Company. A form of proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting to which it relates.

61.2 Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the Directors may from time to time permit appointments of a proxy to be made by means of an electronic communication in the form of an Uncertificated Proxy Instruction and may in a similar manner permit supplements to, or amendments or revocations of, any such Uncertificated Proxy Instruction to be made by like means. The Directors may in addition prescribe the method of

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determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The Directors may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

61.3 The appointment of a proxy and any authority under which it is executed or a copy of the authority certified notarially in accordance with the Powers of Attorney Act 1971 or in some other way approved by the Board may:

- (A) in the case of an instrument in writing be deposited at the Registered Office or at such other place in the United Kingdom as is specified in the notice convening the meeting, or in any instrument of proxy sent out by the

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Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

- (B) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
- (1) in the notice convening the meeting; or
 - (2) in any instrument of proxy sent out by the Company in relation to the meeting; or
 - (3) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (C) in the case of a poll taken more than 48 hours after it was demanded, be deposited or received at the place referred to in paragraph 61.3(A) or 61.3(B) (as appropriate) of this Article after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll; or
- (D) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting to the chairman of the meeting, the Secretary or any Director,

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid (unless the Board, in its absolute discretion in relation to any such appointment, waives any such requirement and decides to treat such appointment as valid). The appointment of a proxy will not be valid after twelve (12) months from its date or the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve (12) months from such date.

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61.4 When two or more valid but differing appointments of proxy are delivered or received in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered or received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share.

61.5 An appointment of proxy shall be deemed (unless the contrary is stated in it) to confer authority to demand or join in demanding a poll, and to vote, on a poll, on a resolution or a motion or an amendment of a resolution put to, or other business which may properly come before, the meeting or meetings for which it is given or any adjournment of any such meeting, as the proxy thinks fit. Such

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appointment shall not confer any further right to speak at the meeting or to vote on a show of hands, except with the permission of the chairman of the meeting.

61.6 The Board may at the expense of the Company send forms of appointment of proxy to the members by post, by electronic communication or otherwise (with or without provision for their return by pre-paid post) for use at any general meeting or at any separate meeting of the holders of any class of shares, either in blank or nominating as proxy in the alternative any one or more of the Directors or any other person. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the members entitled to be sent notice of the meeting and to vote at it. The accidental omission to send such a form of appointment or to give such an invitation to, or the non-receipt of such form of appointment by, any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.

61.7 Notwithstanding paragraph 61.6 of this Article, if a general meeting is convened in accordance with Article 136, the Board may include a form of proxy as an integral part of such advertisement. Such form of proxy may invite members to appoint as proxy a person or one of a number of persons specified therein, notwithstanding that such advertisement or form of proxy is not received by or does not otherwise come to the attention of any member. The proceedings at any meeting so convened shall not be invalidated as a result of the adoption of the foregoing procedure.

61.8 For the purposes of this Article the following expressions shall have the following meanings:

"ADDRESS", in relation to electronic communications, includes any number or address used for the purposes of such communications;

the terms "RELEVANT SYSTEM" and "PROPERLY AUTHENTICATED DEMATERIALISED INSTRUCTION" shall have the meanings given in the Uncertificated Securities Regulations;

the term "UNCERTIFICATED PROXY INSTRUCTION" means a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as the Directors may prescribe, in such form and subject

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to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant system concerned).

62 TERMINATION OF PROXY OR CORPORATE AUTHORITY

A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the death or mental disorder of the principal or previous termination of the authority of the person voting or demanding a poll, unless notice of the death, mental disorder or termination was received by the Company at the Registered Office, or at such other place at which the instrument of proxy was duly deposited, or, where the appointment of

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proxy was contained in an electronic communication, at the address at which such appointment was duly received, at least one hour before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll not taken on the same day as the meeting or adjourned meeting) at least one hour before the time appointed for taking the poll.

In this Article, "ADDRESS", in relation to electronic communications, includes any number or address used for the purposes of such communications.

63 CORPORATE REPRESENTATIVES

A corporation which is a member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any separate meeting of the holders of any class of shares. Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) as the corporation could exercise if it were an individual member. The corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it. All references in these Articles to attendance and voting in person shall be construed accordingly. A Director, the Secretary or some other person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising him or such other evidence of his authority reasonably satisfactory to such person before permitting him to exercise his powers.

64 AMENDMENT TO RESOLUTIONS

64.1 If an amendment shall be proposed to any resolution but shall in good faith be ruled out of order by the chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution.

64.2 In the case of a resolution duly proposed as a special or extraordinary resolution, no amendment to it (other than an amendment to correct a patent error) may be considered or voted on and in the case of a resolution duly proposed as an ordinary resolution no amendment to it (other than an amendment to correct a patent error) may be considered or voted on unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed notice in writing of the terms of the amendment and intention to move it has been lodged

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at the Registered Office or the chairman of the meeting in his absolute discretion decides that it may be considered or voted on.

65 OBJECTION TO ERROR IN VOTING

No objection s