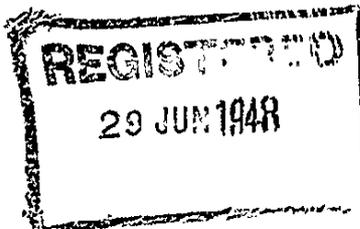


Number of
Company

456341 // 1.

Form No. 41.

THE COMPANIES ACT, 1929.



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

DECLARATION of Compliance with the requirements of the
Companies Act, 1929, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the
Name of the
Company.

AMEY'S ASPHALT Co.,
LIMITED.

Presented by

D'Almaine and Cockeram,
Solicitors,

ABINGDON, W. Berks.



The Sellers' and the Company's Solicitors, Limited
Chancery Lane, W.C.2; 3 Bucklebury Street, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1
5 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2
5 St. James's Square, Manchester, 2; and 157 Hope Street, Glasgow, C.2

I, THOMAS WILLIAM LOCKERAN of Abington in the

County of Berks a Solicitor of the Supreme Court

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

Do solemnly and sincerely declare that I am (") engaged in the
formation

of Amey's Asphalt Co.,

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

Declared at Abington in the County
of Berks

the 19th day of June 1925.

Before me,

Thomas W. Lockeran
Thomas W. Lockeran

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

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

Number of }
Company }

456341 / 2

Form No. 25.

THE STAMP ACT 1891.

(54 & 55 Vict., Ch 39.)

COMPANY LIMITED BY SHARES.

REGISTERED

29 JUN 1948

Statement of the Nominal Capital

OF

ALEY'S ASPHALT Co.,

LIMITED.

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, Section 39 of the Finance Act 1920, and Section 41 of the Finance Act 1938.

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

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

Represented by

D'Almaine and Cokeram,

Solicitors, Abingdon. Berks.



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

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

20.000

THE NOMINAL CAPITAL

OF

..... AMEY'S ASPHALT Co.

....., *Limited*

is £15000. 0. 0., *divided into fifteen thousand*

Shares of One pound *each.*

*Signature: *J. P. ...*

DIRECTOR.

Description

Dated the 19th day of June 1948.

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

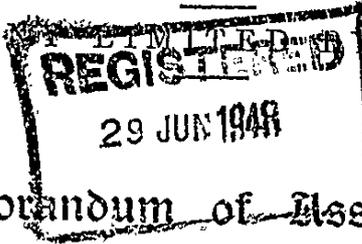
THIS STATEMENT IS SUBJECT TO THE PROVISIONS OF THE COMPANIES ACT, 1928.

456341/3

The Companies Act, 1929.



COMPANY LIMITED BY SHARES



Memorandum of Association

of

AMEY'S ASPHALT Co., LIMITED



1. The name of the Company is "AMEY'S ASPHALT Co., LIMITED."

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are—

(a) To carry on the business of asphaltting and road surfacing manufacturers and contractors and all or any of the following businesses, viz., stonemasons, paviors, tar-spraying and asphalt contractors, cement and concrete contractors, bricklayers, pile-drivers, tree fellers, land clearers, pit and shaft sinkers, timber merchants, joiners, wood workers, carpenters, builders, plumbers, painters, decorators, wharfingers, stevedores, barge owners, lightermen, haulage and carriage contractors, and shipping and forwarding agents, and proprietors of all vehicular transport, merchants, warehousemen, licensed victuallers, house, estate and shipping agents, surveyors, auctioneers, valuers, civil, mechanical, aeronautical and marine engineers or contractors, foundrymen, boilermakers, toolmakers, divers, lightermen, wharfingers, garage or aerodrome proprietors, and any other business which may appear to the Company likely to be conveniently carried on in conjunction with the above.

(b) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

(c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or con-

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venient for the purposes of or in connection with the Company's business or any branch or department thereof.

- (d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (g) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (h) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (i) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (j) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support, or subscribe to, any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated

directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.

- (k) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (l) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (m) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the company may determine.
- (n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (o) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payments of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares,

stock or securities issued by or any other obligations of any such company.

- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (r) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (s) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (t) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (u) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (v) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £15,000, divided into 15,000 shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<p>Ronald William Ames Rowleigh House Bess Bliegh Berbs Merchant</p>	10.
<p>Leslie William Budden 109, Wantage Road, Wallingford, Berks Engineer.</p>	10.

Dated this 19th day of June, 1948.

Witness to the above Signatures—

Thomas W. Coakman.
Abingdon
Berks
Solicitor



456341/4



The Companies Act, 1929.

COMPANY REGISTERED BY SHARES

29 JUN 1948

Articles of Association

of

AMEY'S ASPHALT Co., LIMITED

PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained in Table A in the First Schedule to the Companies Act 1929 (hereinafter referred to as "Table A") shall apply to the Company.

2. Clauses 19, 35, 45, 47, 48, 50, 59, 64, 65, 66, 69, 72 and 82 of Table A shall not apply to the Company, but the Articles hereinafter contained, and the remaining clauses of Table A, subject to modifications hereinafter expressed, shall constitute the regulations of the Company.

PRIVATE COMPANY.

3. The Company is a "Private Company" within the meaning of Section 26 of the Companies Act 1929, and accordingly (1) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company; (2) the number of the members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single member; and (3) the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.

SHARES.

4. The initial capital of the Company is £15,000 divided into 15,000 shares of £1 each and in clause 2 of Table "A" the words "Ordinary Resolution", shall be substituted for the words "Special Resolution" wherever they occur.

5. The shares shall be at the disposal of the Directors, and (save as otherwise directed by the Company in General Meeting) they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, subject nevertheless to Article 3, and provided that no shares shall be issued at a discount, except as provided by Section 47 of the Companies Act 1929.

6. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, provided that the commission does not exceed 10 per cent. of the price at which such shares are issued, or an amount equivalent thereto, and such commission may be paid, in whole or in part, in cash or fully or partly paid shares of the Company, as may be arranged. The statement required by Section 43 of the Companies Act 1929 shall be duly delivered to the Registrar of Companies for registration, and Section 42 of the same Act shall where necessary be duly complied with, and the amount of any such commission shall be stated in the balance sheets and annual returns of the Company as required by Sections 44 and 108 of the same Act.

7. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these presents otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

LIEN.

8. In Clause 7 of Table A the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be deemed to be omitted.

TRANSFER AND TRANSMISSION OF SHARES.

9. (a) Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of such Member; and any Share of a deceased Member may be transferred by his legal personal representatives to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Member who may be beneficially entitled to the same under the Will or in consequence of the intestacy of such deceased Member, whether in pursuance of a specific bequest or by appropriation or otherwise; and Shares standing in the names of the trustees of the Will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such Will. Any Share may at any time be transferred to any Member of the Company.
- (b) Save as aforesaid, no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
- (c) Except where the transfer is made pursuant to Sub-Article (A) hereof, the person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the

sum he fixes as the fair value of the same and shall constitute the Company his agent for the sale of the Share to any Member of the Company at the price so fixed, or, in the case of any difference arising between the proposing transferor and the purchaser as to the fair value of a Share, at a price to be determined by the Auditors for the time being of the Company, whose decision shall be conclusive and binding on the Company and on all persons interested in the Share. The transfer notice may include several Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

- (d) If the Company shall within the period of twenty eight days after being served with such notice find a Member willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the purchaser, who shall be bound to complete the purchase within fourteen days from the service of such last-mentioned notice.
- (e) If the Company shall not within the period of twenty eight days after being served with the transfer notice find a Member willing to purchase the Shares, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Article 9 hereof, to sell and transfer the Shares, or those not placed, to any person and at any price provided that such sale or disposal be at a price not less than that named in the transfer notice.
- (f) Subject to the provisions of Sub-Article (A) hereof, if any person shall become entitled to any Share by reason of the death or bankruptcy of any Member, he shall be bound forthwith to offer the same for sale to the Members of the Company at a fair price, such fair price to be determined by agreement between such person and the Directors of the Company, or in default of agreement, by the Auditors for the time being of the Company, whose decision shall be conclusive and binding on the Company, and on all persons interested in the Share; and so soon as the said fair price shall have been determined the said person shall give to the Company a transfer notice in the manner hereinbefore mentioned containing as the sum which he fixes as the fair value of such Share the said fair price, and the same results shall follow as in the case of a transfer notice voluntarily given. If the said person shall fail to give such transfer notice the Directors of the Company may, as his agents, give the same for him. Clause 21 of Table A shall be modified accordingly.
- (g) For the purpose of giving effect to any sale pursuant to the foregoing provisions, the Directors of the Company may authorise some person to execute a transfer of the Shares so sold to the purchaser thereof. The

purchaser shall be registered as the Holder of the Shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. The proceeds of sale shall be received by the Company and paid to the person entitled to the Shares at the date of sale.

- (h) The Shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires an allotment of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

10. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares other than a transfer made pursuant to Sub-Article (A) of Article 8 hereof; and Clause 19 of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS.

11. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two members personally present shall be a quorum.

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

13. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two members personally present and entitled to vote at the meeting or by the holder or holders present in person or by proxy of at least one twentieth part of the issued ordinary share capital of the Company, and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book

of the Company, shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

VOTES OF MEMBERS.

14. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under its common seal or under the hand of an officer or attorney so authorised. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he is appointed to act at that meeting as proxy for a corporation, but a proxy for or representative of a corporation, unless entitled on his own behalf to be present and vote at the meeting, shall not act except for the corporation which appointed him.

DIRECTORS.

15. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than five. The following shall be the first Directors of the Company, that is to say—William Charles Amey, Ronald William Amey, Leslie William Budden and Frederick Charles West. The first Chairman of Directors shall be William Charles Amey and the Chairman of Directors for the time being shall be entitled to a second or casting vote.

16. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting, and unless otherwise directed any such remuneration shall be divided amongst them as they may agree, or, failing agreement, equally. The Directors shall also be entitled to be repaid all travelling and hotel expenses reasonably incurred by them respectively in or about the performance of their duties as Directors.

17. The qualification of a Director shall be the holding of shares of the Company of the aggregate nominal value of at least £10, and it shall be his duty to comply with the provisions of Section 141 of the Companies Act 1929. A Director may act before acquiring his qualification.

POWERS AND DUTIES OF DIRECTORS.

18. Clause 68 of Table A shall be modified by omitting therefrom all the words therein after the words "from any cause to be a Director."

19. (1) The Directors from time to time, and at any time may provide through Local Boards, Attorneys or Agencies for the management of the affairs of the Company abroad, and may appoint any persons to be members of such Local Boards or as Attorneys or Agents, and may remove any persons so appointed and appoint others in their place, and may fix their remuneration. The Company may exercise the powers conferred by Sections 32 and 103 of the Companies Act 1929, and those powers shall accordingly be exercisable by the Directors.

(2) The Directors from time to time, and at any time, may delegate to any such Local Board, Attorney or Agent any of the powers, authorities and discretions for the time being vested in the Directors, and any such delegation may be made on such terms and subject to such conditions as the Directors may think fit, and may

include a power to sub-delegate, and the Directors may at any time annul or vary any such delegation, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

DISQUALIFICATION OF DIRECTORS.

20. The office of a Director shall be vacated—
- (1) If by notice in writing to the Company he resigns the office of Director.
 - (2) If he ceases to be a Director by virtue of the Companies Act 1929, Section 141.
 - (3) If he becomes bankrupt or insolvent, or enters into any arrangement with his creditors.
 - (4) If he is prohibited from being a Director by an order made under any of the provisions of the Companies Act 1929, Section 217 or Section 275.
 - (5) If he is found lunatic or becomes of unsound mind.

21. A Director may hold any other office or place of profit under the Company, except that of Auditor, upon such terms as to remuneration, tenure of office and otherwise as may be determined by the Board.

22. A Director shall be capable of contracting or participating in the profits of any contract with the Company in the same manner as if he were not a Director, subject nevertheless to the following provision, namely: (1) He shall declare the nature of his interest in any contract or proposed contract in which he is interested in manner required by Section 149 of the Companies Act 1929, and shall not be precluded from voting thereon, but provided that if the Chairman is a Director interested he shall not be entitled to use his second or casting vote.

PROCEEDINGS OF DIRECTORS.

23. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.

24. A resolution in writing signed by every member of the Board 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.

WINDING UP.

25. 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 determined 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 234 of the Companies Act 1929.

INDEMNITY.

26. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against

all losses or liabilities (including any such liability as is mentioned in paragraph (C) of the proviso to Section 152 of the Companies Act 1929) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said section.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Ronald William Avey
Rowleigh House
Besselsleigh Beds
Merchant.

Hedie Wilburyn Pughon,
109, Wantage Road,
Wallingford,
Beds.
Engineer.

Dated this 19th day of June, 1948.

Witness to the above Signatures--

Thomas W. Pughon
Wallingford
Beds.
Solicitor

DUPLICATE FOR THE FILE

No. 456341



Certificate of Incorporation

I Hereby Certify, That

AMEY'S ASPHALT CO., LIMITED

is this day Incorporated under the Companies Act, 1929, ^{and 1947,} and that the Company is Limited.

Given under my hand at London this Twenty-ninth day of June One Thousand Nine Hundred and forty-eight.

J. Brown
Registrar of Companies.

Certificate received by

ASB



Date

The Companies Act, 1948



COMPANY LIMITED BY SHARES

(COPY)

Special Resolution

(Pursuant to The Companies Act, 1948, Sections 10 and 141)

OF

Amey's Asphalt Company
LIMITED

Passed the 23rd day of February, 1951



AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at the Registered Office of the Company, Sutton Courtenay, in the County of Berks, on the 23rd day of February, 1951, the following SPECIAL RESOLUTION was duly passed:—

“ That the Articles of Association of the Company be altered as follows:—

(1) By the insertion of a new Article to be numbered 15A between the existing Articles 15 and 16, such new Article to read as follows:—

15A. (i) The holders of a majority of each of the following blocks of Shares in the Company shall respectively have the right to appoint and remove Directors of the Company in manner hereinafter mentioned:—

- (1) The 6000 Shares numbered 1 to 6000 inclusive (hereinafter referred to as 'the Amey Shares').
- (2) The 4000 Shares numbered 6001 to 10,000 inclusive (hereinafter referred to as 'the West Shares').
- (3) The 2000 Shares numbered 10,001 to 12,000 inclusive (hereinafter referred to as 'the Budden Shares').



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(ii) The Holders of the majority of each of the said blocks of Shares shall have power at any time and from time to time to appoint in manner hereinafter mentioned any person or persons to be a Director or Directors of the Company and to remove such appointee in manner hereinafter mentioned but so that no more than two persons shall hold office as Directors at one and the same time by virtue of an appointment or appointments under this sub-clause made in respect of the Amey Shares, no more than one person shall hold office as a Director as aforesaid by virtue of an appointment or appointments made in respect of the West Shares and one person as respects the Budden Shares. At the date of the adoption of this Sub-Article the said WILLIAM CHARLES AMEY and RONALD WILLIAM AMEY shall be deemed to be holding office by virtue of appointments hereunder made by virtue of the Amey Shares, FREDERICK CHARLES WEST by virtue of the West Shares and LESLIE WILLIAM BUDDEN by virtue of the Budden Shares.

(iii) Every Director appointed or deemed to have been appointed under the provisions of the preceding sub-clauses hereof shall be entitled to hold office as such until he vacates office under Article 20 hereof or until he is removed in manner hereinafter mentioned by a majority of the Holders of the Shares of the Company in virtue of which he was appointed; as and whenever any such Director shall vacate office from any cause whatsoever a majority of the Holders of the Shares by virtue of which he was appointed may fill up the vacated office by appointing another Director in his stead in accordance with the said provisions.

(iv) The Holders of the Amey Shares shall also be entitled to nominate one of the persons holding or deemed to be holding office as a Director under sub-clause (ii) hereof to be the Chairman of the Directors of the Company and every person so nominated shall be entitled to hold office as Chairman until he vacates or is removed from his office as a Director pursuant to the last preceding sub-clause hereof or is removed from the office of Chairman in manner hereinafter mentioned by a majority of the Holders of the Amey Shares; as and whenever any such Chairman shall vacate that office from any cause whatsoever the Holders of a majority of the Amey Shares may fill up the vacated office by appointing another Chairman in his stead in accordance with the preceding provisions hereof. The said WILLIAM CHARLES AMEY shall be deemed to have been nominated as the Chairman of the Directors in pursuance of the said provisions.

(v) Every appointment or removal of a Director and every nomination or removal of a Chairman under this Article shall be made by an instrument in writing signed by the Holders of a majority in number of the block of Shares concerned and notice in writing thereof shall be given to the Company at the Registered Office and upon such notice being given such appointment, nomination or removal shall be valid and effective and the Company shall be bound to give effect thereto. Where a Company or a corporation is a shareholder the Secretary or any Director or officer for the time being thereof may sign any such instrument on behalf of the Company or Corporation.

(vi) A Director holding office under this Article shall not be required to hold any Share qualification and Article 17 shall be modified accordingly. 45

(vii) Any notice to be given under this Article may be served by post and shall be deemed to have been duly served upon the Company at the expiration of twenty-four hours after the envelope containing the same was posted.

(viii) Where any of the provisions of the remaining Articles of Association or of Table A shall be inconsistent with the provisions of this Article, the provisions of this Article shall prevail.

- (2) (i) By the insertion of the words 'or the Trustees of the estate of a member who shall have died intestate' after the words 'deceased member' and before the words 'may be' on the fourteenth line of paragraph (a) of Article 9.
- (ii) By the insertion of the words 'or such intestate estate' between the word 'Will' and the fullstop on the sixteenth line of paragraph (a) of Article 9."

W. A. W. C. Amuse
Chairman

Presented to the Registrar of Companies
on the 15th day of March 1951

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THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES.

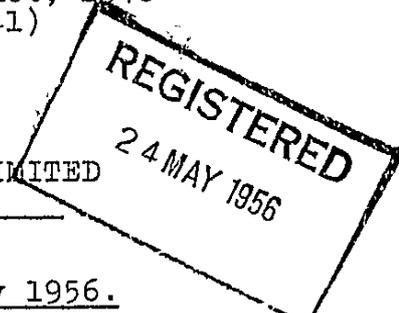


Ordinary and Special Resolutions

(Pursuant to the Companies Act, 1948
Sections 10, 61 and 141)

- of -

AMEY'S ASPHALT COMPANY LIMITED



Passed the 11th day of May 1956.

At an EXTRAORDINARY GENERAL MEETING of the Members of the above-mentioned Company, duly convened, and held at Wootton, Berks, on the 11th day of May 1956, the following Resolutions were duly passed namely : - The Resolution numbered 1 as a SPECIAL RESOLUTION and The Resolution numbered 2 as an ORDINARY RESOLUTION :-

1. That the Articles of Association of the Company be altered in manner following, that is to say :-

(i) by the addition thereto of the following new articles to be numbered 27 and 28 :-

"27. The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution.

28. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

(ii) By the deletion of the words "the 6,000 Shares numbered 1 to 6,000 inclusive" in sub-paragraph (1) of paragraph (i) of Article 15A and the substitution therefor of the words "The 8,000 Shares numbered 1 to 6,000 and 12,001 to 14,000 inclusive".

(iii) By the deletion of the words "The 2,000 Shares numbered 10,001 to 12,000 inclusive" in sub-paragraph (3) of paragraph (i) of Article 15A and the substitution therefor of the words "The 4,000 Shares numbered 10,001 to 12,000 and 14,001 to 16,000 inclusive".

2. That the Capital of the Company be increased to £16,000 by the creation of 1,000 Ordinary Shares of £1 each."



Chairman.

R. W. ANEY

Presented to the Registrar of
Companies on the day of
1956.

WE CERTIFY that this Resolution has been printed by the Lithographic process.

For H. A. JUST & Co. LTD.

Number of } 456341
Company } 20

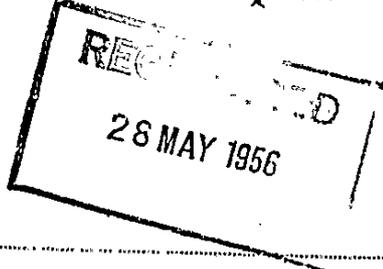
Form No. 10.

THE COMPANIES ACT 1948



Notice of Increase in Nominal Capital

Pursuant to section 63



Insert the
Name
of the
Company

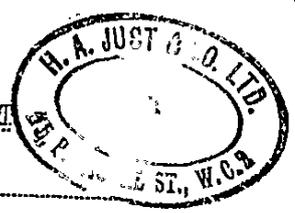
AMEY'S ASPHALT COMPANY

LIMITED

NOTE.—This notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

Presented by

HERBERT & GOWERS & CO.
6 & 7 KING EDWARD STREET
OXFORD



The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
5 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
23-30 John Dalton Street, Manchester, 2; 75 St. Mary Street, Cardiff; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

To THE REGISTRAR OF COMPANIES.

AMEY'S ASPHALT COMPANY

Limited, hereby gives you notice, pursuant to

Section 63 of the Companies Act, 1948, that by a * Special Resolution of the Company dated the Eleventh day of May 1956.

*"Ordinary,"
"Extra-ordinary," or
"Special".

the Nominal Capital of the Company has been increased by the addition thereto of the sum of £1,000 beyond the Registered Capital of £15,000.

The additional Capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each Share
1,000	Ordinary	£1

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.) subject to which the new shares have been, or are to be, issued are as follows:—

The new shares are to rank for all dividends declared on the Ordinary Shares in the capital of the Company after the date of their issue and in all other respects pari passu with the existing Ordinary Shares of the Company

*. * If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature

State whether Director or Secretary

SECRETARY

Dated the 11th day of MAY 1956.

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

Number of Company } 456341

17 May

Form No. 26a

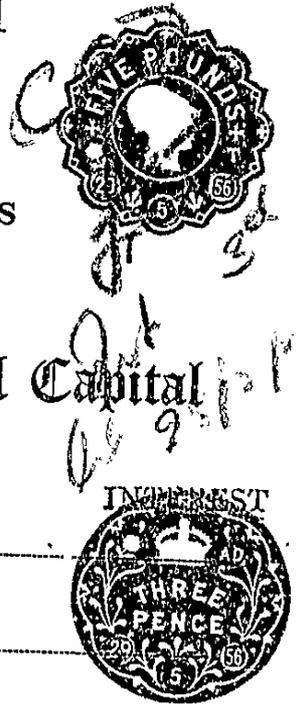
THE STAMP ACT 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

Statement of Increase of the Nominal Capital

REGISTERED
OF 28 MAY 1956



ANEY'S ASPHALT COMPANY
LIMITED

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

NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is Increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act 1903.)

Presented by

HERBERT & GOWERS & CO.
6 & 7 AINSLIE STREET
OXFORD

The Solicitors' Law Stationery Society, Limited.
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
28-30 John Dalton Street, Manchester, 2; 75 St. Mary Street, Cardiff; 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

THE NOMINAL CAPITAL

OF

AMEY'S ASPHALT COMPANY Limited

has by a Resolution of the Company dated

11th, May 1956 been increased by

the addition thereto of the sum of £1,000,

divided into :—

1,000 Shares of £1 each

Shares of each

beyond the registered Capital of £15,000

Signature



(State whether Director or Secretary) SECRETARY.

Dated the 11th day of MAY 1956

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



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THE COMPANIES ACT, 1948.



COMPANY LIMITED BY SHARES.

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Special Resolutions

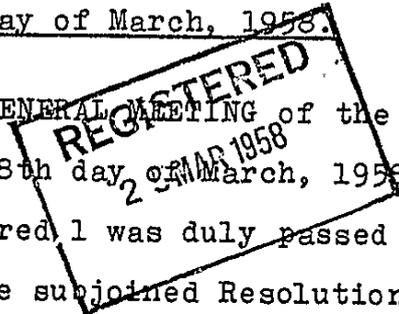
(Pursuant to The Companies Act, 1948,
Sections 10, 61 and 141)

- of -

AMEY'S ASPHALT COMPANY LIMITED

Passed the 8th day of March, 1958.

At an EXTRAORDINARY GENERAL MEETING of the above-named Company held on the 8th day of March, 1958, the subjoined Resolution numbered 1 was duly passed as an Ordinary Resolution and the subjoined Resolutions numbered 2 and 3 were duly passed as SPECIAL RESOLUTIONS:-



1. That the share capital of the Company be increased to £26,000 by the creation of 10,000 new 6 per cent. Cumulative Preference Shares of £1.
2. The said 6 per cent. Cumulative Preference Shares will confer on the holders thereof the special rights and privileges and subject them to the restrictions following, namely :-
 - (1) The said 6 per cent. Cumulative Preference Shares shall carry the right to be paid out of the profits of the Company available for dividend and resolved to be distributed in respect of any financial year or other period for which the Company's accounts are made up a fixed Cumulative preferential dividend at the rate of 6 per cent. per annum on the capital for the time being paid up thereon and the right in a winding up to repayment of the capital paid up thereon together with a sum equal to any arrears or deficiency of the said fixed dividend (whether earned or declared or not) calculated down to the date of repayment in priority to any payment to the holders of the Ordinary Shares but no further right to participate in the profits or assets of the Company.



25 MAR 1958

29

(2) The holders of the said 6 per cent. Cumulative Preference Shares shall have no right as such to receive notice of or attend and vote at any general meeting of the Company unless either (a) at the date of the notice convening the meeting the dividend on such shares or any part thereof is six months in arrear (for which purpose such dividend shall be deemed to be payable on the 30th June and the 31st December in every year) or (b) the business of the meeting includes the consideration of any resolution adversely affecting any of the rights or interests of the holders of such shares or any resolution for the winding up of the Company or a reduction of its capital or its amalgamation with another company.

(3) No further shares ranking either as to dividend or capital pari passu with the said 6 per cent. Cumulative Preference Shares shall be created or issued except with such consent or sanction of the holders of the said Shares as is provided for in Table "A" of the Companies Act, 1929.

3. That the Articles of Association of the Company be altered in manner following, that is to say :-

(1) By the addition to Article 9 of a new paragraph to be lettered (i) and to read as follows :-

"In the foregoing provisions of this Article, references to "share" or "shares" shall be construed as references to an Ordinary Share or Ordinary Shares and references to a "member" or "members" of the Company shall be construed as references to a member or members of the Company holding Ordinary Shares of the Company.

(2) That sub-Article (e) of Article 9 be altered by the deletion of the words "Article 9" in the sixth line thereof and the substitution therefor of the words "Article 10".

(3) By the deletion of the existing Article 10 and the substitution therefor of a new Article 10 such new Article to read as follows :-

"The Directors may at any time in their absolute and uncontrolled discretion, without assigning reasons, refuse to register any transfer of shares other than a transfer of Ordinary Shares made pursuant to Article 9 hereof (except transfers made under sub-Article (e) thereof)".

R. G. P. N. C. J.

Chairman.

Presented to the Registrar of Companies
on the 14th day of March 1958.

No. of Company.....456341/23

Form No. 10

185-110

THE COMPANIES ACT, 1948.



Notice of Increase in Nominal Capital

Pursuant to section 63

Name of Company :

AMEY'S ASPHALT COMPANY

LIMITED REGISTERED 25 MAR 1958

NOTE.—This notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

Presented by

Herbert Gowers & Co.,

7, King Edward Street,



H. A. JUST & CO.,

Company Printers and Registration Agents,
15, Portugal Street, Lincoln's Inn, W.C.2.

Telephone : HOLBORN 9781

25 MAR 1958

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To THE REGISTRAR OF COMPANIES.

ARREYS ASPHALT COMPANY LIMITED,

hereby gives you notice, pursuant to Section 63 of the Companies Act, 1948, that by a*n Ordinary Resolution of the Company dated the Eighth day of March 1958 the Nominal Capital of the Company has been increased by the addition thereto of the sum of £10,000 beyond the Registered Capital of £16,000

The additional Capital is divided as follows:—

Number of Shares.	Class of Shares.	Nominal amount of each Share.
10,000	6% Cumulative Preference	£1.

The Conditions (e.g. voting rights, dividends, etc.) subject to which the new shares have been, or are to be, issued are as follows:—

The shares carry the right to be paid out of the profits of the Company available for dividend and resolve to be distributed in respect of any financial year a fixed cumulative preferential dividend at the rate of 6% per annum and the right in a winding up to repayment of capital and arrears of dividend in priority to the holders of Ordinary shares. The shares do not carry the right to vote unless a dividend is six months in arrear or the business of a meeting includes the consideration of any resolution adversely affecting the rights or interests of the holders of the shares.

If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature A. J. West

State whether Director } Director
or Secretary }

Dated the 18th day of March 1958

*"Ordinary," "Extraordinary," or "Special".

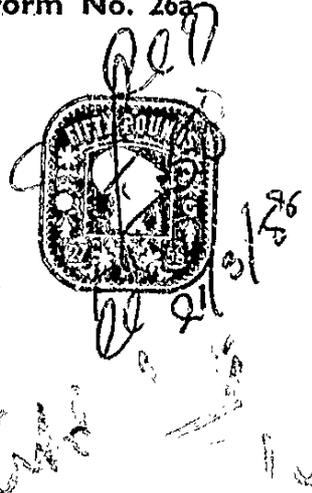
Preference Shares Not Redeemable.

This margin is reserved for binding.

No. of Company.....456341/24

Form No. 26a

THE STAMP ACT 1891
(54 & 55 VICT., CH. 39)



COMPANY LIMITED BY SH



Statement of Increase of the Paid-up Capital

OF



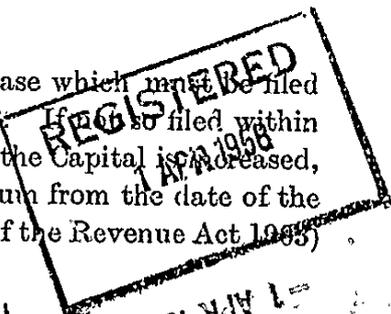
ANEY'S ASPHALT COMPANY

LIMITED

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

NOTE.-- The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which may be filed pursuant to Section 63 (1) of the Companies Act 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, Interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act 1948)



Presented by

Herbert & Gowers & Co.,
King Edward Street,
Oxford.



H. A. JUST & CO.,
Company Printers and Registration Agents,
15, Portugal Street, Lincoln's Inn, W.C.2.
Telephone : HOLBORN 9781

25 MAR 1958

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THE NOMINAL CAPITAL

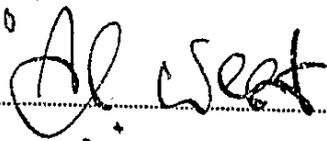
OF

..... AMEY'S ASPHALT COMPANY Limited
has by a Resolution of the Company dated 8th March 1958 been
increased by the addition thereto of the sum of £ 10,000
divided into 10,000 Shares of £1 each,
beyond the registered Capital of £16,000

10 000

26 000

*Signature



Officer Director

Dated the 18th day of March 19 58

*This Statement should be signed by a Director or Secretary of the Company.

This margin is reserved for binding.

THE COMPANIES ACT, 1948.



COMPANY LIMITED BY SHARES

Special Resolution

(Pursuant to The Companies Act, 1948,
Sections 10 & 141)

- of -

AMEY'S ASPHALT COMPANY LIMITED

Passed the 25th day of September 1959

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, held at Wootton in the County of Berks on the 25th day of September 1959, the following Resolution was duly passed as a SPECIAL RESOLUTION :-

That the Articles of Association of the Company be amended in the following manner, that is to say :-

(1) By the adoption of a new article to be numbered 19a and to read as follows :-

"19a. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or any third party."

(2) That Article 17 be deleted and the following new article be substituted therefor :-

"17. It shall not be necessary for a Director to hold any shares in the Company by way of qualification!"

 N.W. AMEY

Chairman.

presented to the Registrar of Companies
on the ~~25th~~ 6th day of October, 1959.

by:-



197 A

No. of Company 456341

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THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES



Special Resolution

(pursuant to The Companies Act, 1948, Section 5)

- of -

AMEY'S ASPHALT COMPANY LIMITED

Passed the 9th day of May 1961.

At an EXTRAORDINARY GENERAL MEETING of the above-named company held on the 9th day of May 1961, the following Resolution was duly passed as a SPECIAL RESOLUTION :-

"That the provisions of Clause 3 of the Company's Memorandum of Association with respect to the objects of the Company be altered by adding the following new paragraph immediately after paragraph (f)

"(fA) As a separate and independent object to agree with or without the Company receiving any consideration or advantage direct or indirect therefrom to subsidise and otherwise assist any company which is for the time being the Company's Holding Company within the meaning of the Companies Act 1948 and in particular without prejudice to the generality of the foregoing to guarantee, support or secure the performance of the obligations of such Holding Company and the repayment or payment of the capital or principal and premium of and dividends or interest on any stocks, shares, securities or obligations of such Holding Company and for any of the purposes aforesaid to mortgage or charge all or any part of the undertaking, property and assets of the Company, including its uncalled capital".

REGISTERED
30 MAY 1961

J. W. E. W.

Chairman.

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Presented to the Registrar of Companies on the 30th day of May 1961.

WE CERTIFY that this Resolution has been printed by the Lithographic process.

For H. A. JUST & Co. LTD.



RE 11 0

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THE COMPANIES ACT, 1929.
THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

Amey's Asphalt Co., Limited

(As amended by Special Resolution passed 9th May, 1961)

REGISTERED
26 FEB 1962

1. The name of the Company is "AMEY'S ASPHALT CO., LIMITED".

2. The Registered office of the Company will be situate in England.

3. The objects for which the Company is established are :-

(a) To carry on the business of asphaltting and road surfacing manufacturers and contractors and all or any of the following businesses, viz., stone-masons, paviors, tar-spraying and asphalt contractors, cement and concrete contractors, brick-layers, pile-drivers, tree fellers, land clearers, pit and shaft sinkers, timber merchants, joiners, wood workers, carpenters, builders, plumbers, painters, decorators, wharfingers, stevedores, barge owners, lightermen, haulage and carriage contractors, and shipping and forwarding agents, and proprietors of all vehicular transport, merchants, warehousemen, licensed victuallers, house, estate and shipping agents, surveyors, auctioneers, valuers, civil, mechanical, aeronautical and marine engineers or contractors, foundrymen, boilermakers, toolmakers, divers, lightermen, wharfingers, garage or aerodrome proprietors, and any other business which may appear to the Company likely to be conveniently carried on in conjunction with the above.

(b) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

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- (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof. —
- (d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above. —
- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business. —
- (f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (fA) As a separate and independent object to agree with or without the Company receiving any consideration or advantage direct or indirect therefrom to subsidise and otherwise assist any company which is for the time being the Company's Holding Company within the meaning of the Companies Act 1948 and in particular without prejudice to the generality of the foregoing to guarantee, support or secure the performance of the obligations of such Holding Company and the repayment or payment of the capital or principal and premium of and dividends or interest on any stocks, shares, securities or obligations of such Holding Company and for any of the purposes aforesaid to mortgage or charge all or any part of the undertaking, property and assets of the Company, including its uncalled capital. —
- (g) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security

for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

- (h) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (i) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (j) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support, or subscribe to, any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (k) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (l) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (m) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or

otherwise, or in fully or partly paid-up shares of any company or corporation with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (o) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payments of dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (r) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (s) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities

of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (t) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (u) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (v) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

- * 5. The share capital of the Company is £15,000 divided into 15,000 shares of £1 each.

-
- * By successive Resolutions passed since the Company's incorporation the share capital has been increased to £26,000 divided into 10,000 6% Cumulative Preference Shares of £1 each and 16,000 Ordinary Shares of £1 each.

This is a true copy of the Memorandum of Association as altered by Special Resolution passed the ~~Friday~~ ^{Friday} of ~~February~~ ^{MAY} 1962-61 _{9th}

(Signed).....

[Signature]
Asst. Secretary

NO. OF COMPANY 456341

[C.F. 103]

THE COMPANIES ACT, 1948.

Notice of Place where Register of Members is kept or of any Change in that place.



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

Pursuant to Section 110 (3).

To the REGISTRAR OF COMPANIES.

AMEY'S ASPHALT COMPANY

LIMITED

hereby gives you notice, in accordance with subsection (3) of Section 110 of the Companies Act, 1948, that the Register of Members of the Company is kept at

LOWER WOOPTON,

BOARS HILL, NR. OXFORD.

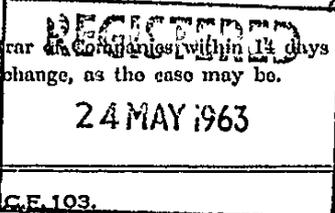
(Signature)

(State whether Director or Secretary)

Secretary

DATED the 17th day of May 1963.

NOTE:—This notice must be forwarded to the Registrar of Companies within 14 days after the date of the incorporation of the Company or of the change, as the case may be.



CAT. NO. C.F. 103.

JORDAN & SONS, LTD., 116, Chancery Lane, London, W.C.2.

SHAW & SONS LTD., 7, 8 & 9, Fetter Lane, London, E.C.4.

Law Stationers and Company Registration Agents.

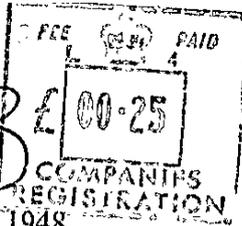
S2355(s) □

Presented by

THE SECRETARY



THIS NOTICE IS TO BE FORWARDED TO THE REGISTRAR OF COMPANIES.



No. of Company: 456341

THE COMPANIES ACT, 1948

51

COMPANY LIMITED BY SHARES

Spec Res

Special Resolution

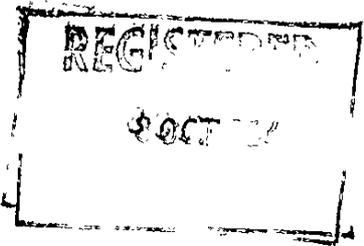
- of -

AMEY'S ASPHALT COMPANY LIMITED

Passed the 4th day of September 1964.

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at Lower Wootton, Boar's Hill, near Oxford on the fourth day of September 1964, the following Resolutions were duly passed as SPECIAL RESOLUTIONS:

1. That the 10,000 6% Cumulative Preference Shares of £1 each in the capital of the Company be converted into 10,000 Ordinary Shares of £1 each to rank as from the date of issue pari passu with the existing issued Ordinary Shares of the Company.
2. That the regulations contained in the document submitted to the meeting and for the purpose of identification subscribed by the Chairman hereof be and the same are hereby approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association thereof and all regulations incorporated therein.



A. West

Chairman.

F. C. West

114



WE CERTIFY that this Resolution has been printed by the lithographic process.

For H. A. JUST & Co. LTD.

P. E. Hales

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF

Amey's Asphalt Co., Limited

(Adopted by Special Resolution passed the 4th day of Sept. 1964)

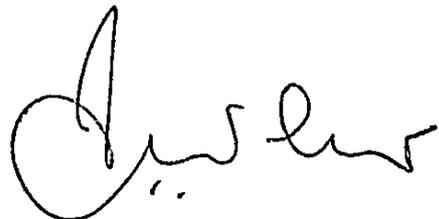
PRELIMINARY.

1. The regulations contained in Parts I and II of Table "A" in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table "A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 24, 53 and 75 in Part I and Clause 1 in Part II of Table "A" shall not apply to the Company: but in lieu thereof, and in addition to the remaining Clauses in Parts I and II of Table "A", the following shall be the regulations of the Company.

SHARE CAPITAL AND SHARES.

2. The share capital of the Company at the date of adoption of these Articles is £26,000 divided into 26,000 ordinary shares of £1 each.

3. Subject to the provisions of these Articles, the shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.



DIRECTORS.

4. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two nor more than ten.

5. Clause 79 in Part I of Table "A" shall be read and construed as if the proviso to such Clause were omitted therefrom.

6. Each Director shall have the power to nominate (1) any other Director, or (2) any person approved for that purpose by a resolution of the Directors, to act as alternate Director in his place during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall (except as regards remuneration and any requirements for holding qualification shares) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director whilst so acting shall exercise and discharge all the functions, powers and duties of the Director he represents.

7. A Director may enter into any contracts or arrangements or dealing with the Company and may accept office as a Director of any company promoted by the Company or in which the Company is interested and may subscribe for, guarantee the subscription of or otherwise acquire, shares or other interests in any such company and shall be in no wise accountable for any profits or benefits so obtained and, subject to making disclosure of the nature of his interest at a meeting of the Directors in accordance with Section 199 of The Companies Act, 1948, (with which section he shall comply in any event) he may vote and be counted in a quorum at meetings of the Directors in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising thereout. Clause 84 of Table "A" shall be modified accordingly.

No. 456341



THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY'S ASPHALT CO. LIMITED

Passed the 9th day of December, 1968.

At an EXTRAORDINARY GENERAL MEETING of the above named
Company duly convened and held at Lower Wootton, Boars Hill,
near Oxford on Monday the 9th day of December, 1968, the
following Resolution was duly passed as a SPECIAL RESOLUTION :

"That with effect from the 1st January, 1969, the
name of the Company be changed to

AMEY ASPHALT LIMITED".



Asst. Secretary.



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 456341

157

Whereas

MEY'S ASPHALT CO. LIMITED

was incorporated as a limited company under the
COMPANIES ACTS, 1929 AND 1947,
on the **29TH JUNE, 1948**

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

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

MEY ASPHALT LIMITED

Given under my hand at London the **30TH DECEMBER, 1968.**

W

Assistant Registrar of Companies

C.172

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1007

456341/50

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY ASPHALT LIMITED

(Passed 29th December, 1970)

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Lower Wootton, Boars Hill, Oxford, on Tuesday, 29th December, 1970, the following Resolution was passed as a SPECIAL RESOLUTION:-

SPECIAL RESOLUTION

That the Articles of Association be amended by the addition of the following new Articles, numbered 8 and 9:-

LOCAL MANAGEMENT

8. The Directors may, from time to time, provide for the management and transaction of the affairs of the Company in any specified locality, whether at home or abroad, in such manner as they think fit, and the provisions contained in the next following Article shall be without prejudice to the general powers conferred by this Article.
9. The Directors may, from time to time, and at any time, establish any Local Board or agency for managing any of the affairs of the Company in any such specified locality and may appoint any persons to be Members of such Local Board, or Managers, or Agents, and may fix their remuneration. And the Directors may, from time to time, and at any time, delegate to any persons so appointed, any of the powers, authorities and discretions for the time being vested in the Directors (other than their power to make calls, forfeit shares, borrow money or issue debentures), and may authorise the Members for the time being of any such Local Board of any of them to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors think fit, and the Directors may at any time remove such person so appointed, and may annul or vary any such delegation.

[Signature]
W. BUDDEN
Chairman



Company No. 456341



110

61
THE COMPANIES ACTS, 1948 to 1967

Company Limited by Shares

SPECIAL RESOLUTION

. - of -

A M E Y A S P H A L T L I M I T E D

(Passed 1st December, 1972)

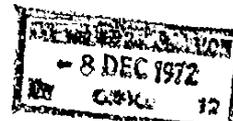
At an Extraordinary General Meeting of the above named Company duly convened and held at Lower Wootton, Boar's Hill, Nr. Oxford, on the 1st December, 1972, the following Resolution was duly passed as a SPECIAL RESOLUTION:

"That with effect from the 1st January, 1973, the name of the Company be changed to

AMEY ROADSTONE CONSTRUCTION LIMITED."

R. T. Lallo

By Order of the Board
Assistant Secretary





**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 456341

62

I hereby certify that

AMEY ASPHALT LIMITED

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

AMEY ROADSTONE CONSTRUCTION LIMITED

Given under my hand at London the

1st January 1973.

N Taylor
(N. TAYLOR)

Assistant Registrar of Companies

Number of } 456,341 / He.
Company }

Form No. 103
(No registration fee payable)

THE COMPANIES ACTS 1948 to 1967

Notice of Place where Register of Members is kept or of any Change in that Place

(Pursuant to section 110 (3) of the Companies Act 1948)

Insert the
Name of
the Company

AMEY ROADSTONE CONSTRUCTION

LIMITED

Section 110 of the Companies Act 1948 provides that:—

* * * * *

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place:

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

Presented by

Presentor's Reference AO/CMC

THE SECRETARY

AMEY ROADSTONE CONSTRUCTION LIMITED

SUTTON COURTENAY

ABINGDON ON THAMES

OXFORDSHIRE

Notice of Place where Register of Members is kept or of any
Change in that Place.

To the REGISTRAR OF COMPANIES.

AMEY ROADSTONE CONSTRUCTION

LIMITED

hereby gives you notice, in accordance with subsection (3) of section 110
of the Companies Act 1948, that the register of members of the Company

is kept at SUTTON COURTENAY ABINGDON ON THAMES

OXFORDSHIRE

Signature



(State whether
Director or Secretary).

SECRETARY

Dated the 5TH day of APRIL 1978.

NOTE.—This Margin is reserved for binding and must not be written across.

Company No., 456 341

178

The Companies Act 1948 to 1976

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

OF

AMEY ROADSTONE CONSTRUCTION LIMITED

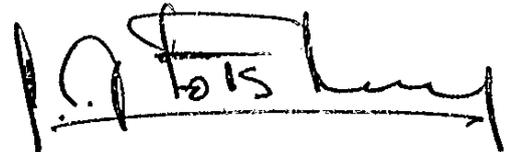
(Passed 3rd March 1978)

At an Extraordinary General Meeting of the above named Company duly convened and held at Sutton Courtenay, Oxfordshire, on the 3rd March 1978, the following Resolution was duly passed as an ORDINARY RESOLUTION:-

ORDINARY RESOLUTION

That the authorised share capital of the Company be increased from £26,000 to £1,000,000 by the creation of 974,000 Ordinary Shares of £1.00 each.

W A TOKLEY
Chairman



No. of Company 456,341 / 79

THE COMPANIES ACTS 1948 TO 1967

Notice of increase in nominal capital

Pursuant to Section 63 of the Companies Act 1948

To the Registrar of Companies

Name of Company AMEY ROADSTONE CONSTRUCTION LIMITED Limited*

hereby gives you notice that by ordinary/~~extraordinary~~/~~special~~** resolution of the company dated the
..... 3rd March 1978, the nominal capital of the company has been increased by the
addition thereto of a sum of £ 974,000 beyond the registered capital of £ 26,000

The additional capital is divided as follows:-

Number of shares	Class of share	Nominal amount of each share
974,000	Ordinary	£1

The conditions (e.g. voting rights, dividend rights, winding up rights, etc.) subject to which the new shares have been or are to be issued are as follows:-
(If any of the shares are preference shares state whether they are redeemable or not)

To have been issued

Signed 

State whether
Director or Secretary ... SECRETARY

Date 5th April 1978

* Delete "Limited" if not applicable
** Delete as necessary

(see notes overleaf)

Presented by: THE SECRETARY
AMEY ROADSTONE CONSTRUCTION LIMITED
SUTTON COURTENAY
ABINGDON ON THAMES OXFORDSHIRE

Presentor's reference:
AO/CMC



Margin reserved for binding

Company No. 456 341

80

10.6.78

At

The Companies Acts 1948 to 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY ROADSTONE CONSTRUCTION LIMITED

(Passed 3rd March 1978)

At an Extraordinary General Meeting of the above named Company duly convened and held at Sutton Courtenay, Oxfordshire, on the 3rd March 1978, the following Resolution was duly passed as a SPECIAL RESOLUTION:-

SPECIAL RESOLUTION

That it is desirable to capitalise the sum of £984,000 being part of the sum standing to the credit of the Profit and Loss Account and accordingly that such sum be capitalised and the Directors of the Company be and they are hereby accordingly authorised and directed to appropriate such sum to the holders of Ordinary Shares registered at the close of business on the 3rd March 1978 and to apply such sum on behalf of such holders in paying up in full 984,000 of the unissued ordinary shares in the capital of the Company, such shares to be allotted and distributed credited as fully paid up to and among such holders in such proportions as to ensure that there shall be allotted and distributed to the holders whose names are set out in the first column of the following Table, the number of shares specified in the second column thereof:-

The Amey Group Limited	:	Nine Hundred and Eighty Four Thousand Ordinary Shares of £1.00 each
Willows Nominees Limited	:	Nil

W A TOKLEY
Chairman

W A Tokley



63

Number of
Company

456341

45

Form No. 103
(No registration fee payable)

THE COMPANIES ACTS 1948 to 1967

Notice of Place where Register of Members is kept or of any Change in that Place

(Pursuant to section 110 (3) of the Companies Act 1948)

Insert the
Name of
the Company

AMEY ROADSTONE CONSTRUCTION LIMITED
LIMITED

Section 110 of the Companies Act 1948 provides that:—

(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place:

Provided that a company shall not be bound to send notice under this subsection where the register has, at all times since it came into existence or, in the case of a register in existence at the commencement of this Act, at all times since then, been kept at the registered office of the company.

(4) Where a company makes default in complying with subsection (1) of this section or makes default for fourteen days in complying with the last foregoing subsection, the company and every officer of the company who is in default shall be liable to a default fine.

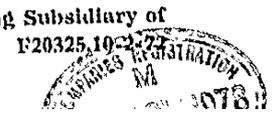
Presented by

Presenter's Reference.....

SECRETARY

AMEY ROADSTONE CONSTRUCTION LIMITED

SUTTON COURTENAY, ABINGDON, OXFORDSHIRE



Notice of Place where Register of Members is kept or of any
Change in that Place.

=====
To the REGISTRAR OF COMPANIES.

AMEY ROADSTONE CONSTRUCTION LIMITED

LIMITED

hereby gives you notice, in accordance with subsection (3) of section 110
of the Companies Act 1948, that the register of members of the Company
is kept at SUTTON COURTENAY ABINGDON OXFORDSHIRE

Signature

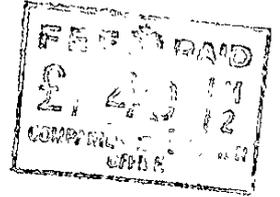


*(State whether
Director or Secretary).* SECRETARY

Dated the 27 *day of* OCTOBER 19 78.

Company No. 456341

126



The Companies Acts, 1948 to 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY ROADSTONE CONSTRUCTION LIMITED

(Passed 20th February 1986)



At an Extraordinary General Meeting of the above named Company duly convened and held at Sutton Courtenay, Abingdon, Oxfordshire on 20th February 1986, the following Resolution was duly passed as a SPECIAL RESOLUTION:

"That with effect from the 1st April 1986, the name of the Company be changed to

ARC CONSTRUCTION LIMITED"

✓OK

Secretary



BB 660
592747.

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 456341 / 129

I hereby certify that

AMEY ROADSTONE CONSTRUCTION LIMITED

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

Given under my hand at the Companies Registration Office,
Cardiff the 1ST APRIL 1986

A handwritten signature in cursive script that reads "E. Jones".

MRS. E. J. JONES

an authorised officer

456341/30

The Companies Act, 1929
The Companies Act, 1948

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

ARC CONSTRUCTION
LIMITED

Incorporated the 29th day of June, 1948

No. 456341



Company No. 456341

The Companies Acts, 1948 to 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

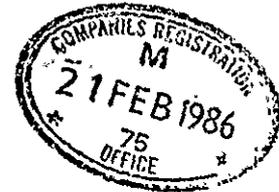
AMEY ROADSTONE CONSTRUCTION LIMITED

(Passed 20th February 1986)

At an Extraordinary General Meeting of the above named Company duly convened and held at Sutton Courtenay, Abingdon, Oxfordshire on 20th February 1986, the following Resolution was duly passed as a SPECIAL RESOLUTION:

"That with effect from the 1st April 1986, the name of the Company be changed to

ARC CONSTRUCTION LIMITED"



J C JONES

Secretary

Company No. 456341

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY ASPHALT LIMITED

(Passed 1st December, 1972)

At an Extraordinary General Meeting of the above named
Company duly convened and held at Lower Wootton, Boar's
Hill, Nr. Oxford, on the 1st December, 1972, the following
Resolution was duly passed as a SPECIAL RESOLUTION :

"That with effect from the 1st January, 1973, the
name of the Company be changed to

AMEY ROADSTONE CONSTRUCTION LIMITED"

L.W. BUDDEN

Chairman.

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY ASPHALT LIMITED

(Passed 29th December, 1970)

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Lower Wootton, Boar's Hill, Oxford, on Tuesday, 29th December, 1970, the following Resolution was passed as a SPECIAL RESOLUTION :-

SPECIAL RESOLUTION

That the Articles of Association be amended by the addition of the following new Articles, numbered 8 and 9 :-

LOCAL MANAGEMENT

8. The Directors may, from time to time, provide for the management and transaction of the affairs of the Company in any specified locality, whether at home or abroad, in such manner as they think fit, and the provisions contained in the next following Article shall be without prejudice to the general powers conferred by this Article.
9. The Directors may, from time to time, and at any time, establish any Local Board or agency for managing any of the affairs of the Company in any such specified locality and may appoint any persons to be Members of such Local Board, or Managers, or Agents, and may fix their remuneration. And the Directors may, from time to time, and at any time, delegate to any persons so appointed, any of the powers, authorities and discretions for the time being vested in the Directors (other than their power to make calls, forfeit shares, borrow money or issue debentures), and may authorise the Members for the time being of any such Local Board or any of them to fill up any vacancies therein, and to act notwithstanding vacancies,

and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors think fit, and the Directors may at any time remove such person so appointed, and may annul or vary any such delegation.

L. W. BUDDEN

Chairman.

No. 456341

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY'S ASPHALT CO. LIMITED

(Passed the 9th day of December, 1968)

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Lower Wootton, Boar's Hill, near Oxford, on Monday, the 9th day of December, 1968, the following Resolution was passed as a SPECIAL RESOLUTION :-

SPECIAL RESOLUTION

That with effect from the 1st January, 1969, the name of the Company be changed to

AMEY ASPHALT LIMITED

E. G. GIBSON, .

Secretary.

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

AMEY'S ASPHALT CO. LIMITED

(As amended by Special Resolution passed 9th May, 1961)

-
1. The name of the Company is "AMEY'S ASPHALT CO. LIMITED".
 2. The Registered Office of the Company will be situate in England.
 3. The objects for which the Company is established are :-
 - (a) To carry on the business of asphaltting and road surfacing manufacturers and contractors and all or any of the following businesses, viz., stone-masons, paviors, tar-spraying and asphalt contractors, cement and concrete contractors, bricklayers, pile-drivers, tree fellers, land clearers, pit and shaft sinkers, timber merchants, joiners, wood workers, carpenters, builders, plumbers, painters, decorators, wharfingers, stevedores, barge owners, lightermen, haulage and carriage contractors, and shipping and forwarding agents, and proprietors of all vehicular transport, merchants, warehousemen, licensed victuallers, house, estate and shipping agents, surveyors, auctioneers, valuers, civil, mechanical, aeronautical and marine engineers or contractors, foundrymen, boiler-makers, toolmakers, divers, lightermen, wharfingers, garage or aerodrome proprietors, and any other business which may appear to the Company likely to be conveniently carried on in conjunction with the above.
 - (b) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any

of the above businesses or the general business of the Company.

- (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (fA) As a separate and independent object to agree with or without the Company receiving any consideration or advantage direct or indirect therefrom to subsidise and otherwise assist any company which is for the time being the Company's Holding Company within the meaning of the Companies Act 1948 and in particular without prejudice to the generality of the foregoing to guarantee, support or secure the performance of the obligations of such Holding Company and the repayment or payment of the capital or principal and premium of and dividends or interest on any stocks, shares, securities or obligations of such Holding Company and for any of the purposes aforesaid to mortgage or charge all or any part of the undertaking,

property and assets of the Company, including its uncalled capital.

- (g) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (h) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (i) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (j) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support, or subscribe to, any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (k) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (l) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (m) To pay for any property or rights acquired by the

Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

- (n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (o) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payments of dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

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- (r) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (s) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (t) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (u) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (v) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

* 5. The share capital of the Company is £15,000 divided into 15,000 shares of £1 each.

* On the 11th May 1956, the capital of the Company was increased to £16,000 by the creation of 1,000 Ordinary Shares of £1 each.

On the 8th March 1958, the capital of the Company was increased to £26,000 by the creation of 10,000 6% Cumulative Preference Shares of £1 each.

On the 4th September 1964, the 10,000 6% Cumulative Preference Shares of £1 each were converted into 10,000 Ordinary Shares of £1 each.

On the 3rd March 1978, the capital of the Company was increased to £1,000,000 by the creation of 974,000 Ordinary Shares of £1 each.

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The Companies Act, 1948

COMPANY LIMITED BY SHARES

Articles of Association

OF

AMEY'S ASPHALT CO. LIMITED

(Adopted by Special Resolution passed the 3rd March, 1978)

PRELIMINARY

1. The regulations contained in Parts I and II of Table "A" in the First Schedule to the Companies Act 1948 (such Table being hereinafter called Table "A"), shall apply to the Company save in so far as they are included or varied hereby: that is to say :-
Clauses 24, 53 and 75 in Part I and Clause 1 in Part II of Table "A" shall not apply to the Company: but in lieu thereof, and in addition to the remaining Clauses in Parts I and II of Table "A", the following shall be the regulations of the Company.

SHARE CAPITAL AND SHARES

2. The share capital of the Company at the date of adoption of these Articles is £1,000,000 divided into 1,000,000 shares of £1 each.
3. Subject to the provisions of these Articles, the shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

DIRECTORS

4. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two nor more than ten.

5. Clause 79 in Part I of Table "A" shall be read and construed as if the proviso to such Clause were omitted therefrom.

6. Each Director shall have the power to nominate (1) any other Director, or (2) any person approved for that purpose by a resolution of the Directors, to act as alternate Director in his place during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate Director shall (except as regards remuneration and any requirements for holding qualification shares) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director whilst so acting shall exercise and discharge all the functions, powers and duties of the Director he represents.

7. A Director may enter into any contracts or arrangements or dealing with the Company and may accept office as a Director of any company promoted by the Company or in which the Company is interested and may subscribe for, guarantee the subscription of or otherwise acquire, shares or other interests in any such company and shall be in no wise accountable for any profits or benefits so obtained and, subject to making disclosure of the nature of his interest at a meeting of the Directors in accordance with Section 199 of The Companies Act, 1948, (with which section he shall comply in any event) he may vote and be counted in a quorum at meetings of the Directors in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising thereout. Clause 84 of Table "A" shall be modified accordingly.

Company No. 456341

The Companies Acts, 1948 to 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

ARC CONSTRUCTION LIMITED

(Passed 27th November 1987)

At an Extraordinary General Meeting of the above named Company duly convened and held at Sutton Courtenay, Abingdon, Oxfordshire on 27th November 1987 the following Resolution was duly passed as a SPECIAL RESOLUTION:

That Clause 4 of the Articles of Association be amended to

"Unless and until the Company in GENERAL MEETING shall otherwise determine, the number of DIRECTORS (other than Alternate DIRECTORS) shall not be subject to any maximum but shall be not less than two."

J C JONES

Secretary



Company No. 456341

The Companies Acts, 1948 to 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

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(Passed 27th November 1987)

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J C JONES

Secretary

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¶56-900 Notice of increase in nominal capital

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COMPANIES FORM No. 123
**Notice of Increase
in nominal capital**

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[] [] [] []

456341

Name of company

* Insert full name
of company

ARC CONSTRUCTION LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 03.10.1988. the nominal capital of the company has been
increased by £ 7 Million beyond the registered capital of £ 1 Million

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

A copy of the resolution authorising the increase is attached §
The conditions (eg voting rights, dividend rights, winding-up rights etc) subject to which the new
shares have been or are to be issued are as follow

RANKING PARI PASSU WITH THE EXISTING
1 MILLION ORDINARY SHARES ALREADY IN
ISSUE

Please tick here if
continued overleaf

† delete as
appropriate

Signed

A. L. Digby-Bell

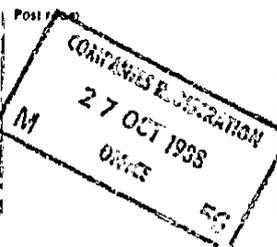
{Director} {Secretary} † Date

03.10.1988.

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

A. L. DIGBY-BELL,
ARC CONSTRUCTION
LIMITED,
SUTTON COURTENAY,
ABINGDON,
OXON,
OX14 4PP.

For official Use
General Section



456341

ARC CONSTRUCTION LIMITED

MINUTES OF AN EXTRAORDINARY GENERAL MEETING HELD ON MONDAY 3
OCTOBER 1988 AT SUTTON COURTENAY, ABINGDON, OXON

PRESENT: A L Digby-Bell
 E A King
 C Glynn Representing ARC Limited
 D G Pettican Representing Willows Nominees Limited

The Shareholders having agreed to short notice, the meeting was convened to consider a resolution to increase the share capital of the Company on the recommendation of the Directors.

It was resolved as an Ordinary Resolution: That the authorised share capital of the Company be increased by £7,000,000 to £8,000,000, divided into 8,000,000 shares to £1 each.

CHAIRMAN

COMPANIES REGISTRATION
27 OCT 1988
M OFFICE 56

Company No 456341

The Companies Acts, 1948 to 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

ARC CONSTRUCTION LIMITED

(Passed 15 September 1989)

At an Extraordinary General Meeting of the above named Company duly convened and held at Sutton Courtenay, Abingdon, Oxfordshire on 15 September 1989 the following Resolution was duly passed as a SPECIAL RESOLUTION:

That the Memorandum of Association of the Company be amended by the addition of Clause 3(aa):-

"As a separate and independent object to sell land at Appleford Road, Sutton Courtenay, Oxfordshire of which the company is the legal owner to ARC Limited for Two Thousand and Forty Five Pounds (£2,045.00) notwithstanding that the company will or may be selling or disposing or offering to sell or dispose of such property at a price lower than the market value thereof".

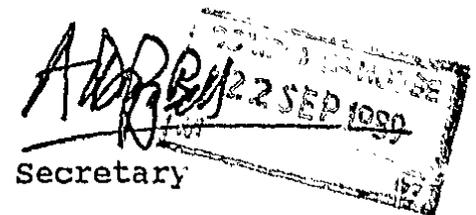
Certified True Copy.

A L Digby-Bell

A L DIGBY-BELL

A L Digby-Bell

Secretary



456341

The Companies Act, 1929
The Companies Act, 1948

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

ARC CONSTRUCTION LIMITED

Incorporated the 29th day of June, 1948

No. 456341

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Company No 456341

The Companies Acts, 1948 to 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

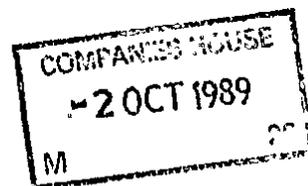
ARC CONSTRUCTION LIMITED

(Passed 15 September 1989)

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A L DIGBY-BELL

Secretary

The Companies Acts, 1948 to 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

ARC CONSTRUCTION LIMITED

(Passed 27th November 1987)

At an Extraordinary General Meeting of the above named Company duly convened and held at Sutton Courtenay, Abingdon, Oxfordshire on 27th November 1987 the following Resolution was duly passed as a SPECIAL RESOLUTION:

That Clause 4 of the Articles of Association be amended to

"Unless and until the Company in GENERAL MEETING shall otherwise determine, the number of DIRECTORS (other than Alternate DIRECTORS) shall not be subject to any maximum but shall be not less than two "

J C JONES

Secretary

Company No. 456341

The Companies Acts, 1948 to 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY ROADSTONE CONSTRUCTION LIMITED

(Passed 20th February 1986)

At an Extraordinary General Meeting of the above named Company duly convened and held at Sutton Courtenay, Abingdon, Oxfordshire on 20th February 1986, the following Resolution was duly passed as a SPECIAL RESOLUTION:

"That with effect from the 1st April 1986, the name of the Company be changed to

ARC CONSTRUCTION LIMITED"

J C JONES

Secretary

Company No. 456341

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY ASPHALT LIMITED

(Passed 1st December, 1972)

At an Extraordinary General Meeting of the above named
Company duly convened and held at Lower Wootton, Boar's
Hill, Nr. Oxford, on the 1st December, 1972, the following
Resolution was duly passed as a SPECIAL RESOLUTION :

"That with effect from the 1st January, 1973, the
name of the Company be changed to

AMEY ROADSTONE CONSTRUCTION LIMITED"

L. W. BUDDEN

Chairman.

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY ASPHALT LIMITED

(Passed 29th December, 1970)

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Lower Wootton, Boar's Hill, Oxford, on Tuesday, 29th December, 1970, the following Resolution was passed as a SPECIAL RESOLUTION :-

SPECIAL RESOLUTION

That the Articles of Association be amended by the addition of the following new Articles, numbered 8 and 9 :-

LOCAL MANAGEMENT

8. The Directors may, from time to time, provide for the management and transaction of the affairs of the Company in any specified locality, whether at home or abroad, in such manner as they think fit, and the provisions contained in the next following Article shall be without prejudice to the general powers conferred by this Article.
9. The Directors may, from time to time, and at any time, establish any Local Board or agency for managing any of the affairs of the Company in any such specified locality and may appoint any persons to be Members of such Local Board, or Managers, or Agents, and may fix their remuneration. And the Directors may, from time to time, and at any time, delegate to any persons so appointed, any of the powers, authorities and discretions for the time being vested in the Directors (other than their power to make calls, forfeit shares, borrow money or issue debentures), and may authorise the Members for the time being of any such Local Board or any of them to fill up any vacancies therein, and to act notwithstanding vacancies,

No. 456341

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

AMEY'S ASPHALT CO. LIMITED

(Passed the 9th day of December, 1968)

At an EXTRAORDINARY GENERAL MEETING of the
above-named Company duly convened and held at Lower Wootton,
Boar's Hill, near Oxford, on Monday, the 9th day of December,
1968, the following Resolution was passed as a SPECIAL
RESOLUTION :-

SPECIAL RESOLUTION

That with effect from the 1st January, 1969, the name
of the Company be changed to

AMEY ASPHALT LIMITED

E. G. GIBSON,

Secretary.

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

AMEY'S ASPHALT CO. LIMITED

(As amended by Special Resolution passed 9th May, 1961)

1. The name of the Company is "AMEY'S ASPHALT CO. LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are :-
 - (a) To carry on the business of asphaltting and road surfacing manufacturers and contractors and all or any of the following businesses, viz., stone-masons, paviors, tar-spraying and asphalt contractors, cement and concrete contractors, brick-layers, pile-drivers, tree fellers, land clearers, pit and shaft sinkers, timber merchants, joiners, wood workers, carpenters, builders, plumbers, painters, decorators, wharfingers, stevedores, barge owners, lightermen, haulage and carriage contractors, and shipping and forwarding agents, and proprietors of all vehicular transport, merchants, warehousemen, licensed victuallers, house, estate and shipping agents, surveyors, auctioneers, valuers, civil, mechanical, aeronautical and marine engineers or contractors, foundrymen, boiler-makers, toolmakers, divers, lightermen, wharfingers, garage or aerodrome proprietors, and any other business which may appear to the Company likely to be conveniently carried on in conjunction with the above.
 - (b) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any

of the above businesses or the general business of the Company.

- (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (fA) As a separate and independent object to agree with or without the Company receiving any consideration or advantage direct or indirect therefrom to subsidise and otherwise assist any company which is for the time being the Company's Holding Company within the meaning of the Companies Act 1948 and in particular without prejudice to the generality of the foregoing to guarantee, support or secure the performance of the obligations of such Holding Company and the repayment or payment of the capital or principal and premium of and dividends or interest on any stocks, shares, securities or obligations of such Holding Company and for any of the purposes aforesaid to mortgage or charge all or any part of the undertaking,

property and assets of the Company, including its uncalled capital.

- (g) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (h) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (i) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (j) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support, or subscribe to, any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
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- (n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (o) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payments of dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

- (r) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (s) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (t) To distribute among the members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (u) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (v) To do all such other things as are incidental or conducive to the above objects or any of them.

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* On the 11th May 1956, the capital of the Company was increased to £16,000 by the creation of 1,000 Ordinary Shares of £1 each.

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COMPANY LIMITED BY SHARES

Articles of Association

OF

AMEY'S ASPHALT CO. LIMITED

(Adopted by Special Resolution passed the 3rd March, 1978)

PRELIMINARY

1. The regulations contained in Parts I and II of Table "A" in the First Schedule to the Companies Act 1948 (such Table being hereinafter called Table "A"), shall apply to the Company save in so far as they are included or varied hereby: that is to say :- Clauses 24, 53 and 75 in Part I and Clause 1 in Part II of Table "A" shall not apply to the Company: but in lieu thereof, and in addition to the remaining Clauses in Parts I and II of Table "A", the following shall be the regulations of the Company.

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7. A Director may enter into any contracts or arrangements or dealing with the Company and may accept office as a Director of any company promoted by the Company or in which the Company is interested and may subscribe for, guarantee the subscription of or otherwise acquire, shares or other interests in any such company and shall be in no wise accountable for any profits or benefits so obtained and, subject to making disclosure of the nature of his interest at a meeting of the Directors in accordance with Section 199 of The Companies Act, 1948, (with which section he shall comply in any event) he may vote and be counted in a quorum at meetings of the Directors in regard to any contract, arrangement or dealing in which he is interested or upon any matter arising thereout. Clause 84 of Table "A" shall be modified accordingly.

The Companies Act, 1929
The Companies Act, 1948

—
COMPANY LIMITED BY SHARES
—

Memorandum

AND

Articles of Association

OF

ARC CONSTRUCTION LIMITED

Incorporated the 29th day of June, 1948



Declaration in relation to assistance for the acquisition of shares.

Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

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

456341

Name of company

Note Please read the notes on page 3 before completing this form

* ARC CONSTRUCTION LIMITED

*Insert full name of company

Met EDmund KING OF SPINDLEWOOD, PANSBOWNE HILL, PANSBOWNE, BERKSHIRE RG8 8JS

Insert name(s) and address(es) of all the directors

ANTONY LEITH DISBY - BELL OF WATCHERS LODGE, LINCHMERE ROAD, HASLEMERE, SURREY GU27 3QW

MICHAEL LESLIE KITCHENHAM OF 10 LITTLEWORTH HILL DENCHWORTH ROAD, WANTAGE, OXON OX12 9AQ

ROGER ALFRED CUMMINS OF SCHILTHORN, 5 CRAVE COMMON, UFFINGTON, EARINGDON, OXON SN7 7RN *

OF 27 WOOD LANE, FLEET, HANTS GU13 9JX

Delete as appropriate

[the sole director] [all the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

Delete whichever is inappropriate

(a) that of a [recognised bank] [licensed institution] within the meaning of the Banking Act 1979+

(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom+

(c) something other than the above+

The company is proposing to give financial assistance in connection with the acquisition of shares in the

[company] [company's holding company] ARC

The assistance is for the purpose of [that acquisition] [reducing or discharging a liability incurred for the purpose of that acquisition]. ARC

The number and class of the shares acquired or to be acquired is: 8 MILLION ORDINARY SHARES OF £1.00 EACH

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

D. LLEWELLYN ESQ
GROUP SOLICITOR
THE RIDGE
CHIPPING SODBURY
BRISTOL
BS17 6AY

For official use
General Section

COMPANIES HOUSE
26 SEP 1989
M 77

The assistance is to be given to: (note 2) ARC LIMITED, THE
RIDGE, CHIPPING SOLBURY, BRISTOL,
BS12 6AY

Please do not
write in
this margin

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

The assistance will take the form of:

THE SALE BY ARC CONSTRUCTION LIMITED
TO ARC LIMITED OF CERTAIN
PROPERTY AT APPLEFORD ROAD
SUTTON COURTENAY OXFORDSHIRE
AT ITS BOOK VALUE OF
£2,045.00

The person who ~~has acquired~~ [will acquire]* the shares is:-

*Delete as
appropriate

ARC LIMITED HAS INDICATED THAT IT IS
CONSIDERING A SALE OF THE SHARES

The principal terms on which the assistance will be given are:

THE PAYMENT BY ARC LIMITED ON
THE DATE OF COMPLETION OF THE
TRANSFER TO ARC CONSTRUCTION
LIMITED OF THE SUM OF
£2,045.00

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ 80,000

The date on which the assistance is to be given is 15TH SEPTEMBER 19 89

Please do not write in this margin

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

Delete either (a) or (b) as appropriate

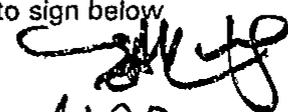
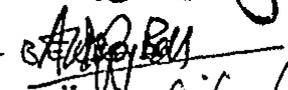
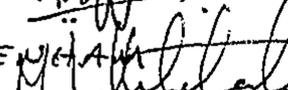
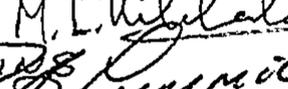
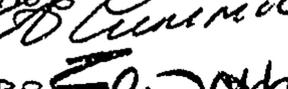
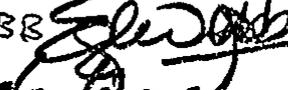
I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date (note 3)

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.~~ (note 3)

And I/we 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 ARC CONSTRUCTION LIMITED
HEAD OFFICE SUTTON COURTENAY
ABINGDON OXON OX14 4PP
the 15TH day of SEPTEMBER
One thousand nine hundred and EIGHTY
NINE

Declarants to sign below
EA KING 
AL DISBY - 
ML KITCHEN 
RA CHAMBERS 
ETC WEBB 
M W EVELYN - Wood 

before me N. Brown N.E.B. BROWN
COLE AND COLE
A-Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account—see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

Handwritten notes:
S. J. King
E. J. King
E. J. King
A. B. B.

Handwritten notes:
A. B. B.
M. L. Kitchen
E. J. King
R. A. Chambers

Ernst & Young

20 September 1989

JAR124/hf

The Directors
ARC Construction Limited
Sutton Courtenay
Abingdon
Oxon
OX14 4PP

Gentlemen

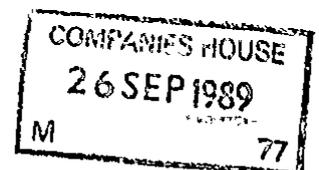
REPORT OF THE AUDITORS OF ARC CONSTRUCTION LIMITED UNDER SECTION 156 (4) OF THE COMPANIES ACT 1985

In relation to the proposed financial assistance to be given by ARC Construction Limited ("the company") in the proposed purchase by a management group led by the company's Managing Director, E King Esq, of the entire issued share capital of the company, we have enquired into the company's state of affairs and are not aware of anything which indicates that the opinion expressed by the directors in the attached declaration dated 15 September 1989 as to the company's ability to pay its debts, is unreasonable in all the circumstances.

Yours faithfully

Ernst & Young

Chartered Accountants
Old Town Court
10-14 High Street
Swindon SN1 3EP
Telephone 0793 618822
Fax 0793 619198





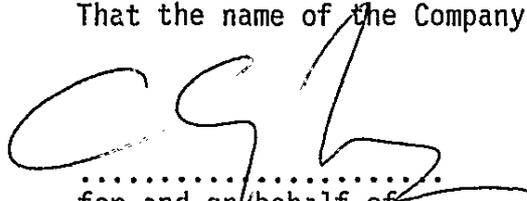
No. of Company: 456341

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARC CONSTRUCTION LIMITED

SHAREHOLDERS WRITTEN RESOLUTION

We, the undersigned being all the members of the above company hereby resolve in writing pursuant to Article 73A of Table A to the Companies Act 1980 incorporated in the Company's Articles of Association, and so that the same shall be as effective as a Special Resolution of the Company passed at a General Meeting of the Company duly convened and held and may consist of several instruments in a like form each executed by or on behalf of one or more members:-

That the name of the Company be changed to "Amey Construction Limited"


.....
for and on behalf of
ARC Limited

.....
for and on behalf of
Willows Nominees Limited

Dated 1989

9 November



RBOS/EH/018193

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 456341

I hereby certify that

ARC CONSTRUCTION LIMITED

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

AMEY.CONSTRUCTION LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the 20 NOVEMBER 1989

A handwritten signature in cursive script that reads "F. A. Joseph.".

F. A. JOSEPH

an authorised officer

G

155(6)a

Declaration in relation to assistance for the acquisition of shares.

Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

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

453341

Note Please read the notes on page 3 before completing this form.

Name of company

* AMEY CONSTRUCTION LIMITED

Insert full name of company

~~We~~ We of EDMUND ALEC KING

Insert name(s) and address(es) of all the directors

NEIL ASHLEY

DAVID ALWYN CAWTHORNE

MARK WILLIAM EVELYN-WOOD

MICHAEL LESLIE KITCHENHAM

delete as appropriate

~~We~~ ~~directors~~ [all the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

delete whichever is inappropriate

~~(a) that of a recognised bank (as used in section 1 of the Banking Act 1979)~~
~~(b) that of a person authorised under section 3 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above

The company is proposing to give financial assistance in connection with the acquisition of shares in it.

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the purpose of that acquisition].~~

The number and class of the shares acquired or to be acquired is: 8,000,000 Ordinary Shares of £1 each being the entire issued share capital of the company.

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

McKenna & Co
71 Queen Victoria Street
LONDON
EC4V 4EB

REF: NPM

For official Use
General Section

Post room

COMPANIES HOUSE
23 NOV 1989
COMPANIES HOUSE
20 DEC 1989
M 8

The assistance is to be given to: (note 2) Amey Holdings Limited

Please do not write in this margin

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

The assistance will take the form of:

The securing of the sum of £500,000 being part of the deferred consideration which will be owing from Amey Holdings Limited to ARC Limited in respect of the acquisition by Amey Holdings Limited of the shares in the company by the granting by the Company of a legal charge over part of its land and premises at Sutton Courtenay

The person who ~~has acquired~~ (will acquire) X the shares is:

† delete as appropriate

AMEY HOLDINGS LIMITED

The principal terms on which the assistance will be given are:

The legal charge mentioned above will be given in the form annexed hereto.

The amount of cash to be transferred to the person assisted is £ _____

The value of any asset to be transferred to the person assisted is £ _____

The date on which the assistance is to be given is 9 November 19 89

Please do not write in the margin

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

* delete either (a) or (b) as appropriate

~~X~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

(a)~~X~~We have formed the opinion that the company will be able to pay it's debts as they fall due during the year immediately following that date)*(note 3)

~~(b)It is intended to commence the winding-up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding-up.)*(note 3)~~

And~~X~~we 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 71 QUEEN VICTORIA STREET, LONDON EC4V 4EB

the 9TH day of November one thousand nine hundred and eighty nine

before me Alison Phillips ALISON PHILLIPS

A Comissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Comissioner for Oaths.

Declarants to sign below

L. Evelyn Wood

M. EVELYN WOOD

[Signature] EAKING

[Signature] M. L. KITCHENHAM

[Signature] DA COWTHORNE

[Signature] N. ASHLEY

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

Our ref JDM/SKG/WF/A3075

The Directors
ARC Construction Limited
Sutton Courtenay
Abingdon
Oxfordshire
OX14 4PP

9 November 1989

Dear Sirs

AUDITORS' REPORT TO THE DIRECTORS OF ARC CONSTRUCTION LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 9 November 1989 in connection with the proposal that the company should give financial assistance for the purchase of the company's ordinary shares. We have enquired into the state of the company's affairs so far as necessary for us to review the bases of the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



GRANT THORNTON

Grant Thornton House
Melton Street
Euston Square
London NW1 2EP
Tel 01-383 5100
Telex 28984 GT LON-G
Document Exchange
2100 EUSTON
Fax 01-383 4715

Authorised by The Institute of
Chartered Accountants in England
and Wales to carry on investment
business. A list of partners may be
inspected at the above address



COPY
Not Mark.

Guarantee
(UNLIMITED)

To BARCLAYS BANK PLC

Insert full
name and
address of
Principal
Debtor.

1. In consideration of your giving time credit and/or banking facilities and accommodation to
A.K.D. CONSTRUCTION LIMITED
INVERESK HOUSE
1 ALDWYCH
LONDON WC2R 0HF

(hereinafter called "the Principal") I/we the undersigned hereby guarantee the payment or discharge to you and undertake that the undersigned will on demand in writing made on the undersigned pay or discharge to you all moneys and liabilities which shall for the time being be due owing or incurred by the Principal to you whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest commission or other lawful charges and expenses which you may in the course of your business charge in respect of any of the matters aforesaid or for keeping the Principal's account (including any further advances made by you to the Principal and any other liabilities of the Principal to you arising during the three months period of notice hereinafter referred to) together also with:—

- (i) such further sum for interest (whether or not the same shall have been compounded) and banking charges accruing due to you from the Principal before or after the date of demand or expiration of the said notice as the case may be and not debited to the Principal's account at such date, and
- (ii) all costs and expenses recoverable by you from the Principal.

2. The undersigned hereby agree to pay you all costs and expenses (on a full indemnity basis) arising out of or in connection with the recovery by you of the moneys due to you under this Guarantee.

3. This Guarantee is to be a continuing security to you notwithstanding any settlement of account or other matter or thing whatsoever but may and shall be determined (save as below provided) and the liability hereunder crystallised (except as regards unascertained or contingent liabilities and the interest charges costs and expenses hereinbefore referred to) at the expiration of three months after the receipt by you from the undersigned of notice in writing to determine it but notwithstanding determination as to one or more of the undersigned this Guarantee is to remain a continuing security as to the other or others.

4. A demand for payment or any other demand or notice under this Guarantee may be made or given by any manager officer or agent of yours or of any branch of yours by letter addressed to the undersigned and sent by post to or left at the last known place of business or abode of the undersigned or at your option in the case of a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.

5. For all purposes of the liability of the undersigned to you under this Guarantee (including in particular but without prejudice to the generality of the foregoing for all purposes the liability of the undersigned for interest) every sum of money which may now be or which hereafter may be due or owing were it not for the bankruptcy or winding up of the Principal, shall be deemed to continue due and owing to you by the Principal until the same shall be actually repaid to you notwithstanding the bankruptcy or winding up of the Principal or any other event whatever and in case of the death of the Principal all sums which would have been due or owing as aforesaid to you by the Principal if the Principal had lived until the time at which you shall receive actual notice of his death shall for all purposes of this Guarantee be deemed included in the moneys due and owing to you by the Principal.

6. This Guarantee is to be in addition to and is not to prejudice or be prejudiced by any other securities or guarantees (including any guarantee signed by the undersigned) which you may now or hereafter hold from or on account of the Principal and is to be binding on the undersigned as a continuing security notwithstanding any payments from time to time made to you or any settlement

20 DEC 1989

of account or disability or incapacity affecting the undersigned or the death of the undersigned or any other thing whatsoever.

7. This Guarantee is to be applicable to the ultimate balance that may become due to you from the Principal and until payment of such balance the undersigned shall not be entitled to participate in any security held or money received by you on account of such balance or to stand in your place in respect of any such security or money.

8. You are to be at liberty in the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the undersigned to open a fresh account and to continue any then existing account with the Principal and no moneys paid into any such fresh account by or on behalf of the Principal shall on a settlement of any claim under this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Principal at the time of this Guarantee ceasing to be so binding as aforesaid unless the person (other than the undersigned) paying in such moneys shall at the time direct you in writing specially to appropriate the same for that purpose.

9. In the event of this Guarantee being determined either by notice by the undersigned or by demand in writing by you, or in the event of your receiving notice of any disability or incapacity of the undersigned, it shall be lawful for you to continue the account with the Principal notwithstanding such determination or notice of disability or incapacity and the liability of the undersigned for the amount due from the Principal at the date upon which such determination of this Guarantee shall become operative and of effect or when you shall receive notice of any disability or incapacity of the undersigned shall remain, notwithstanding any subsequent payment into or out of the account by or on behalf of the Principal.

10. Any admission or acknowledgment in writing by the Principal or any person on behalf of the Principal of the amount of the indebtedness of the Principal or otherwise in relation to the subject matter of this Guarantee or any judgment or award obtained by you against the Principal or proof by you in Bankruptcy or Companies Winding Up which is admitted or any statement of account furnished by you the correctness of which is certified by any one of your Directors, Assistant Directors, Regional Directors or Managers shall be binding and conclusive on the undersigned.

11. You are to be at liberty without thereby affecting your rights hereunder at any time and from time to time (whether before or after any demand for payment made by you under or any notice of determination of this Guarantee or receipt by you of any notice of any disability or incapacity of the undersigned) to refuse or grant (as the case may be) further credit to the Principal to renew any bills of exchange or promissory notes for any period and to compound with give time for payment or grant other indulgence to the Principal or to any obligant on bills of exchange or promissory notes or otherwise or to accept compositions from and make any other arrangements with the Principal or any persons liable to you in respect of securities held or to be held by you to give up modify exchange or abstain from perfecting or taking advantage of or enforcing any securities guarantees or other contracts or the proceeds of any of the foregoing and to discharge any parties thereto and to realise any securities in such manner as you may think expedient.

12. In the event of the bankruptcy or insolvency of the Principal or of his entering into a composition or arrangement with his creditors or if the Principal is a company society or corporation in the event of the Principal going into liquidation or being wound up or reconstructed or making any arrangement with their creditors any dividends or payments which you may receive from the Principal or his estate or any other person shall be taken and applied as payments in gross and shall not prejudice your right to recover from the undersigned to the full extent of this Guarantee the ultimate balance which after the receipt of such dividends or payments may remain owing to you by the Principal.

13. You are also to be at liberty without thereby affecting your rights hereunder at any time and from time to time at your absolute discretion to release discharge compound with or otherwise vary or agree to vary the liability under this Guarantee of or make any other arrangements with any one or more of the undersigned and no such release discharge composition variation agreement or arrangement shall prejudice or in any way affect your rights and remedies against the other or others of the undersigned.

14. You are also to be at liberty, without prejudice to any other rights you may have, at any time and from time to time to place and keep for such time as you may think prudent any moneys received recovered or realised under or by virtue of this Guarantee to or at a separate or suspense account to the credit either of the undersigned or of you as you shall think fit without any intermediate obligation on your part to apply the same or any part thereof in or towards the discharge of the moneys due or owing to you as aforesaid by the Principal.

15. In the event of the bankruptcy or winding up of the Principal you are to be at liberty (notwithstanding payment to you by the undersigned or any other person of the whole or any part of the amount hereby guaranteed or any release settlement discharge or arrangement made or given by you) to rank as creditors and prove against the Principal's estate or in the Principal's liquidation for the full amount of your claim and you may and shall receive and retain the whole of the dividends to the exclusion of the rights (if any) of the undersigned as guarantor in competition with you until your claim is fully satisfied.

16. No assurance security or payment which may be avoided under any enactment relating to bankruptcy or under section 127 and 238 to 245 (inclusive) of the Insolvency Act 1986 or any of such sections and no release settlement discharge or arrangement which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect your right to recover from the undersigned to the full extent of this Guarantee as if such assurance security payment release settlement discharge or arrangement (as the case may be) had never been granted given or made And any such release settlement discharge or arrangement shall as between you and the undersigned be deemed to have been given or made upon the express condition that it shall become and be wholly void and of no effect if the assurance security or payment on the faith of which it was made or given shall be void or (as the case may be) shall at any time thereafter be avoided under any of the before-mentioned statutory provisions to the intent and so that you shall become and be entitled at any time after any such avoidance to exercise all or any of the rights in this Guarantee expressly conferred upon you and/or all or any other rights which by virtue and as a consequence of this Guarantee you would have been entitled to exercise but for such release settlement discharge or arrangement And where any security is held by you for the liability of the undersigned hereunder you shall be at liberty at your absolute discretion to retain such security for a period of twenty five months after the repayment of all sums that are or may become due to you from the Principal notwithstanding any release settlement discharge or arrangement given or made by you on or as a consequence of such repayments and if at any time within the period of two years after such repayment either a bankruptcy petition shall be presented against the Principal or a petition shall be presented to a competent Court for an order for the winding up of the Principal or the appointment of an administrator in respect of the Principal or the Principal (being a company) shall commence to be wound up voluntarily you shall be at liberty and notwithstanding as before mentioned to continue to retain such security or any part thereof for and during such further period as you in your absolute discretion shall determine and the undersigned agree that such security shall be deemed to have been and to have remained held by you as and by way of security for the payment to you of all or any sums which shall or may become due and owing to you from and by the undersigned either under and by virtue of the terms and conditions of this Guarantee in the event of and upon or after any avoidance of any assurance security or payment under the said enactment relating to bankruptcy or the said sections of the Insolvency Act 1986 or any of such sections or under or as a consequence of an Order (if any) made under section 241 of the Insolvency Act 1986.

17. In the event of any Order being made under section 241 of the Insolvency Act 1986 then, unless you in your absolute discretion shall otherwise determine, any sum (other than any sum for or representing costs) which shall be paid to you by the undersigned with the object of complying with the requirements of such Order or which upon a realisation of any security deposited with you by the undersigned shall be retained and applied by you in or towards the payment or discharge of any sum (other than costs) payable to you by the undersigned pursuant to any such Order shall for all or any of the purposes of this Guarantee and notwithstanding that it shall have been so paid with the aforesaid object or so retained and applied in manner before stated be treated as between you on the one hand and the undersigned on the other hand as having been paid by the undersigned pursuant to a demand for payment made by you or on your behalf under this Guarantee.

18. As a separate and independent stipulation the undersigned agree that all sums of money which may not be recoverable from the undersigned on the footing of a guarantee whether by reason

of any legal limitation disability or incapacity on or of the Principal or any other fact or circumstance and whether known to you or not shall nevertheless be recoverable from the undersigned as sole or principal debtor(s) in respect thereof and shall be repaid by the undersigned on demand in writing made by you or on your behalf.

19. When the Principal is or are an unincorporated body committee partnership trustees or debtors on a joint account this Guarantee shall not be affected by any change, whether by death retirement or addition or by any other means, or, the Principal being a partnership firm, by any change in respect of the style of the firm, but shall remain valid continuing and effective as fully and in all respects as if the person or persons constituting such body committee partnership trustees or debtors on joint account at the date of any demand for payment made by you under or any notice of determination of this Guarantee or at any time previously was or were the same as at the date hereof.

20. This Guarantee shall continue to bind the undersigned notwithstanding any amalgamation that may be effected by you with any other company or person whether the new company thus formed shall or shall not differ in its name objects character and constitution from you the above-named Bankers it being the intent that this Guarantee shall remain valid and effectual in all respects and for all purposes in favour of and with reference to any such new company when formed and may be proceeded on and enforced in the same manner to all intents and purposes as if such new company had been expressly named in and referred to herein instead of you Barclays Bank PLC.

21. In case of the death of the undersigned any demand made or given as aforesaid and addressed to him shall for all purposes of this Guarantee be deemed a sufficient demand by you upon him and his executors or administrators and shall be as effectual as if he were still living.

22. Where this Guarantee is signed by more than one party the liability of each of them hereunder to you shall be joint and several and every agreement and undertaking on their part shall be construed accordingly.

23. The liability hereunder of the undersigned and each of them if more than one shall not be avoided or invalidated by reason of any guarantee or any charge by any co-surety being invalid or unenforceable.

24. Throughout this Guarantee wherever the context admits, the singular shall include the plural and vice versa, the expression "the undersigned" shall mean and include every person liable hereunder (including all partners in a firm) or any one or more of them and his/their executors and administrators and (in addition) the committee receiver or other person lawfully acting on behalf of every such person but no personal liability shall attach to any duly authorised agent or attorney signing as such, the expression "person" shall mean and include a company, society, corporation, firm or an individual, and in the case of an individual his executors administrators committee receiver or other person lawfully acting on behalf of every such person and the expression "this Guarantee" shall be construed as including and extending to any separate or independent stipulation or agreement hereinbefore contained.

25. Any reference herein to any Section in any Statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.

26. The paper upon which this Guarantee is printed, is and at all times shall remain, your property.

Execution of Guarantee

Executed by me/us this 9TH day of NOVEMBER 1989

INDIVIDUALS:

NAME(S) AND ADDRESS(ES) OF GUARANTOR(S)	SIGNATURE(S) OF GUARANTOR(S)	SIGNATURE(S) AND ADDRESS(ES) OF WITNESS(ES)

COMPANIES:

Either:

Signed by _____ and _____
 _____ for and on behalf of* _____
 pursuant to a resolution of the Board of Directors
 (a certified copy whereof is annexed hereto).

Or:

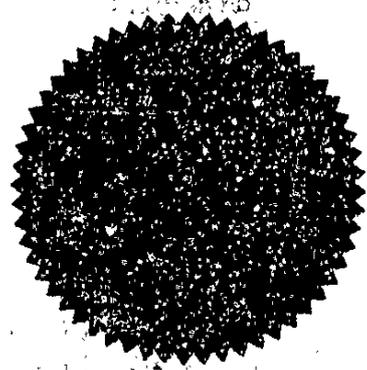
THE COMMON SEAL of* A.R.C. CONSTRUCTION LIMITED

was hereunto affixed in the presence of

 DIRECTOR

 SECRETARY

Company's Registered No. 456341



I/Each of us hereby acknowledge(s) receipt of a copy of the above Guarantee.

*Insert company's name as registered.

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

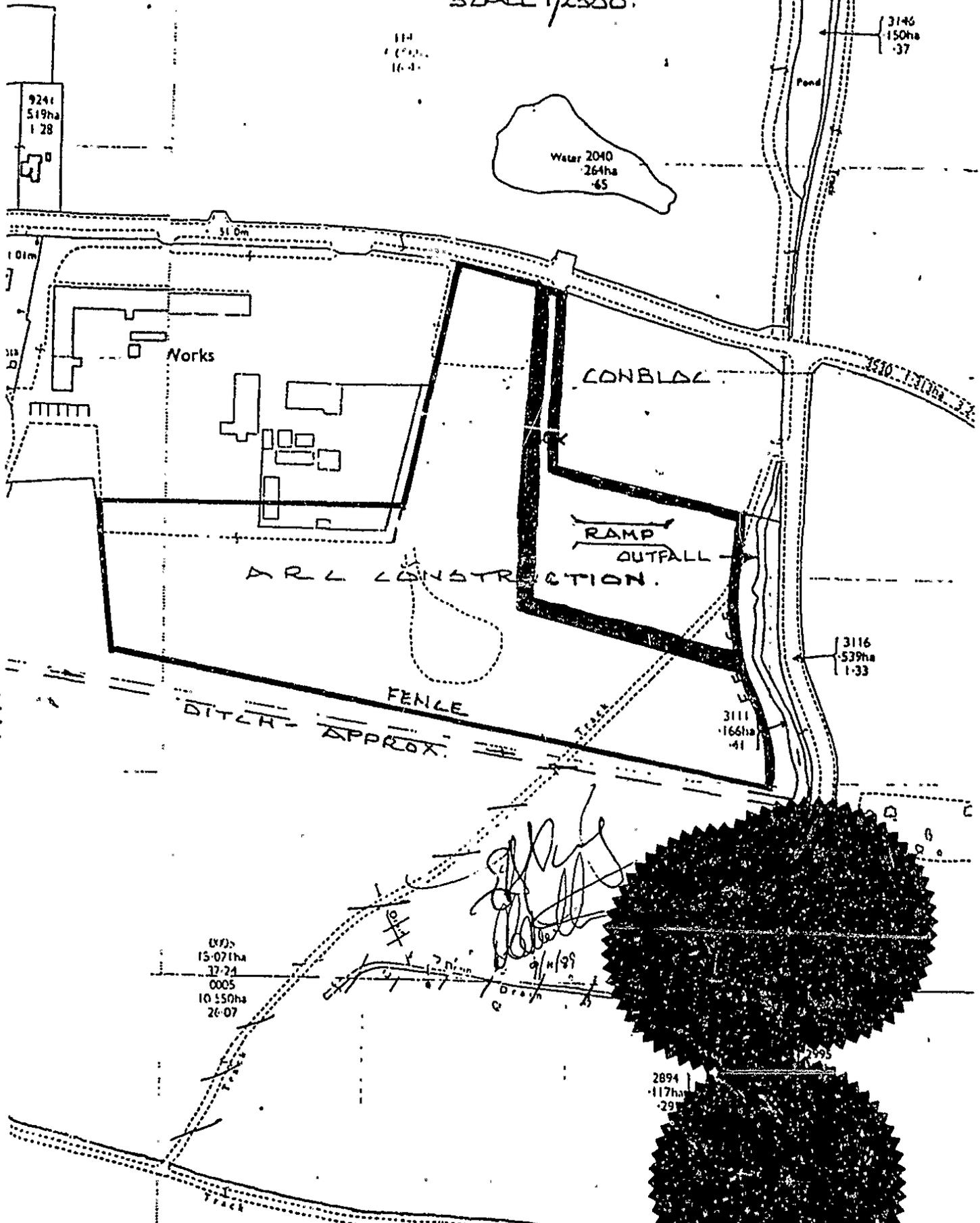
To Barclays Bank PLC

Guarantee

(UNLIMITED)

By one guarantor or more than one
guarantor jointly and severally

SCALE 1/2500.



LAND AT SUTTON COURTENAY
OXFORDSHIRE.

REPRODUCED FROM THE OS MAP
WITH THE SANCTION OF THE
CONTROLLER OF H.M.S.O.

Not Mortgage

This form is applicable to FREEHOLDS and LEASEHOLDS whether the title is registered or unregistered and whether given by one or more than one Mortgagor.

This Legal Charge

made the 9TH day of NOVEMBER 1989

Between (1) A.R.C. CONSTRUCTION LIMITED
SUTTON COURTENAY
ABINGDON
OXFORDSHIRE
OX14 4PP

Insert full
name(s) and
address(es)
of the
Mortgagor(s)

(hereinafter called "the Mortgagor") and (2) BARCLAYS BANK PLC (hereinafter called "the Bank")

Witnesses and it is agreed and declared as follows:—

1. The Mortgagor hereby covenants with the Bank that the Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Bank all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained hereunder and will on such demand also retire all bills or notes which may for the time being be under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor maker or indorser without any deduction whatsoever.
2. The Mortgagor as Beneficial Owner hereby charges by way of legal mortgage ALL THAT the property referred to in the schedule hereto (hereinafter called "the Mortgaged Property") with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor.
3. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of the Bank if the Mortgagor is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.
4. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.
5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

6. (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.
- (b) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- (c) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:—
- (i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;
 - (ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;
 - (iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise;
 - (iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;
 - (v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall *ipso facto* become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;
 - (vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;
 - (vii) to make any arrangement or compromise which the Bank or he shall think fit;
 - (viii) to make and effect all repairs improvements and insurances;
 - (ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
 - (x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;
- PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.
- (d) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.
- (e) In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.
- (f) The Mortgagor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.

(g) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise.

7. The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

8. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured.

9. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Banks costs charges and expenses shall be on the basis of solicitor and own client) shall be recoverable from the Mortgagor as a debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.

10. The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Mortgagor or affecting the Mortgagor's liability under these presents or the security hereby created.

11. This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.

12. The Bank shall on receiving notice that the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open

a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice.

13. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.

14. The Mortgagor hereby covenants with the Bank to pay any sums which may become payable by the Mortgagor under the Agricultural Holdings Act 1986 for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge and charge created in pursuance of the said Act for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.

15. The Mortgagor hereby covenants with the Bank that:—

- (a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1925 to 1971 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;
- (b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.

16. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.

17. In these presents where the context so admits the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

18. If there are two or more parties hereto of the first part the expression "the Mortgagor" shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and the covenant in clause 1 hereof and the remaining covenants charges agreements and undertakings herein contained shall extend and apply to any moneys owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person and references to the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10 and 12 shall mean and include any one or more of such parties as well as such parties jointly.

In Witness whereof the Mortgagor has executed these presents under seal the day and year first above written.

The Mortgagor hereby covenants that upon being reasonably requested so to do by the Bank it will request ARC Ltd to enter into the Deed of Easement either with the Mortgagor or the Bank (as the Bank may request) referred to in Clause 13 or a legal charge of even date herewith granted by the Mortgagor to ARC Ltd over the property therein referred to.



The Schedule above referred to

*Delete as necessary
 The Freehold/~~Leasehold~~ property known as or being land and buildings to the south of Appelford Road, Sutton Courtenay, Oxfordshire

comprised in the document(s) particulars of which are set out below:—

Complete if title is not registered at time of Charge

Date	Description (Conveyance, Lease, Assignment, Mortgage, Assent, etc.)	Parties

Complete if title is registered at time of Charge

Land Certificate(s) Title No.(s)	County/London Borough
ON39050 (part only as shown edged red on the plan attached)	OXFORDSHIRE: VALE OF WHITE HORSE

Signed sealed and delivered by the above named

in the presence of
SIGNATURE OF WITNESS _____

NAME OF WITNESS _____

ADDRESS _____

OCCUPATION _____

Signed sealed and delivered by the above named

in the presence of
SIGNATURE OF WITNESS _____

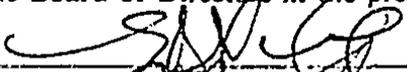
NAME OF WITNESS _____

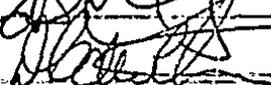
ADDRESS _____

OCCUPATION _____

The COMMON SEAL of A.R.C. CONSTRUCTION
* LIMITED

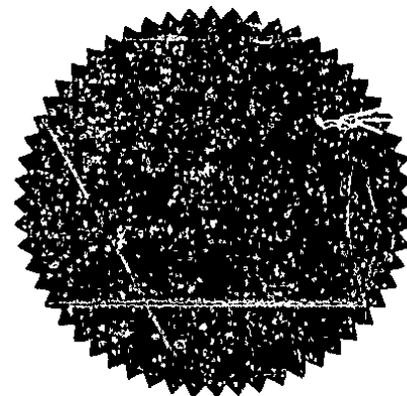
was affixed hereunto in pursuance of a Resolution of the Board of Directors in the presence of

 _____ DIRECTOR

 _____ SECRETARY

Company's registered number 456341

The address of the Bank for service (if title is registered) is:



*Insert company's name as registered

FOR USE ONLY IN THE CASE OF UNREGISTERED
LAND

RECEIPT PURSUANT TO SECTION 115 OF

THE LAW OF PROPERTY ACT 1925

BARCLAYS BANK PLC hereby acknowledges this
day of 19

that it has received the balance of the moneys (including interest
and costs) secured by the within written Deed the payment
having been made by*

*Insert "the
within stated
Mortgage"
or
" "
of
as the case
may be.

**Charge by way of Legal
Mortgage**

By one or more than one Mortgagor
(Registered or Unregistered land)

For and on behalf of BARCLAYS BANK PLC

(A REGIONAL DIRECTOR)

G

Declaration in relation to assistance for the acquisition of shares.

155(6)a

Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[] [] [] []

456341

Note Please read the notes on page 3 before completing this form.

Name of company

* AMEY CONSTRUCTION LIMITED

* insert full name of company

We of EDMUND ALEC KING

o insert name(s) and address(es) of all the directors

NEIL ASHLEY

DAVID ALWYN CAWTHORNE

MARK WILLIAM EVELYN-WOOD

MICHAEL LESLIE KITCHENHAM

† delete as appropriate

~~the sole directors~~ [all the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever is inappropriate

~~(a) that of a recognised bank (as defined in section 74(1) of the Banking Act 1979)~~

~~(b) that of a person authorised under section 20 or 4 of the Insurance Companies Act 1982 to carry on~~

~~insurance business in the United Kingdom~~

(c) something other than the above

The company is proposing to give financial assistance in connection with the acquisition of shares in it.

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the purpose of that acquisition]~~

The number and class of the shares acquired or to be acquired is: 8,000,000 Ordinary Shares of £1 each (being the entire issued share capital of the company).

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

McKenna & Co
71 Queen Victoria Street
LONDON
EC4V 4EB

REF: NPM

For official Use General Section	Post room
	<p>COMPANIES HOUSE 23 NOV 1989</p> <p>COMPANIES HOUSE 20 DEC 1989 53</p> <p>M 8</p>

The assistance is to be given to: (note 2) AMEY HOLDINGS LIMITED

Please do not write in this margin

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

The assistance will take the form of:

The guaranteeing of a loan in the sum of £3,200,000 from Barclays Bank plc to Amey Holdings Limited for the purpose of the acquisition by Amey Holdings Limited of the shares in the company and the securing of such loan by the granting by the Company of a legal mortgage over part of its freehold property; the giving of an indemnity secured by a letter of hypothecation in favour of Barclays Bank plc in respect of any liability of Barclays Bank plc under a demand guarantee in respect of the Company's obligations under a contract dated 29 March 1989 between (1) Marples Ridgway Limited and (2) the Company, such letter of hypothecation being in respect of the sum of £3,155,000 to be held in the Company's account with Barclays de Zoete Wedd Holdings Limited and released in accordance with the terms of the demand guarantee

The person who ~~has acquired~~ [will acquire] the shares is:

AMEY HOLDINGS LIMITED

† delete as appropriate

The principal terms on which the assistance will be given are:

The guarantee, legal mortgage, letter of hypothecation and indemnity mentioned above are to be given in the form annexed hereto

The amount of cash to be transferred to the person assisted is £ _____

The value of any asset to be transferred to the person assisted is £ _____

The date on which the assistance is to be given is 9 November 1989

Please do not write in this margin

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

* delete either (a) or (b) as appropriate

~~X~~ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~[~~ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date] * (note 3)

~~(b) [It is intended to commence the winding up of the company within 12 months of that date and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.] (note 3)~~

And ~~X~~ we 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 1 QUEEN VICTORIA STREET, LONDON EC4V 4EB

the 9TH day of November one thousand nine hundred and eighty nine

before me [Signature]
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

[Signature]

M. EVELYN-WOOD

[Signature]

E.A. KING

[Signature]

M.L. KITCHENHAM

[Signature]

D.A. Cawthorne

[Signature]

N. ASLEY

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

Our ref JDM/SKG/WF/A3075

The Directors
ARC Construction Limited
Sutton Courtenay
Abingdon
Oxfordshire
OX14 4PP

9 November 1989

Dear Sirs

AUDITORS' REPORT TO THE DIRECTORS OF ARC CONSTRUCTION LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors dated 9 November 1989 in connection with the proposal that the company should give financial assistance for the purchase of the company's ordinary shares. We have enquired into the state of the company's affairs so far as necessary for us to review the bases of the statutory declaration.

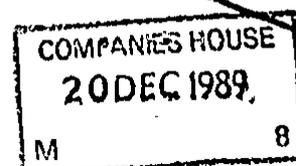
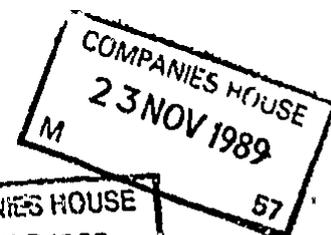
We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



GRANT THORNTON

Grant Thornton House
Melton Street
Euston Square
London NW1 2EP
Tel 01-383 5100
Telex 28984 GT LON-G
Document Exchange
2100 EUSTON
Fax 01-383 4715

Authorised by The Institute of
Chartered Accountants in England
and Wales to carry on investment
business. A list of partners may be
inspected at the above address



This form is applicable to FREEHOLDS and LEASEHOLDS whether the title is registered or unregistered and whether given by one or more than one Mortgagor.

This Legal Charge

made the 9TH day of NOVEMBER 1989

Between (1) A.R.C. CONSTRUCTION LIMITED
SUTTON COURTENAY
ABINGDON
OXFORDSHIRE
OX14 4PP

Insert full
name(s) and
address(es)
of the
Mortgagor(s)

(hereinafter called "the Mortgagor") and (2) BARCLAYS BANK PLC (hereinafter called "the Bank")

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2. The Mortgagor as Beneficial Owner hereby charges by way of legal mortgage ALL THAT the property referred to in the schedule hereto (hereinafter called "the Mortgaged Property") with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor.
3. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of the Bank if the Mortgagor is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.
4. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of the Bank nor shall section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.
5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank arise on and be exercisable at any time after the execution of this security provided that the Bank shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

5. (a) At any time after the Bank shall have demanded payment of any moneys hereby secured or if requested by the Mortgagor the Bank may appoint by writing any person or persons (whether an officer of the Bank or not) to be receiver and manager or receivers and managers (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.
- (b) The Bank may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- (c) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of the Bank's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things namely:—
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 - (ii) to commence and/or complete any building operations on the Mortgaged Property or any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;
 - (iii) to raise money from the Bank or others on the security of the Mortgaged Property or otherwise;
 - (iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;
 - (v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Bank on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Bank in such form as it may require;
 - (vi) to sell let or lease or concur in selling letting or leasing and to vary the terms of terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;
 - (vii) to make any arrangement or compromise which the Bank or he shall think fit;
 - (viii) to make and effect all repairs improvements and insurances;
 - (ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
 - (x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;
- PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of his appointment or subsequently.
- (d) The statutory powers of sale leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Bank in its absolute discretion shall think fit.
- (e) In no circumstances shall the Bank be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.
- (f) The Mortgagor hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in his name and on his behalf and as his act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.

(g) All powers of the Receiver hereunder may be exercised by the Bank whether as attorney of the Mortgagor or otherwise.

7. The Mortgagor hereby covenants with the Bank that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as the Bank may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Bank in writing from time to time and if so required by the Bank in the joint names of the Mortgagor and the Bank and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to the Bank the policies of such insurance and the receipts for such payments And will keep all buildings now or for the time being subject to this security in good repair And will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property And at any time after payment of the moneys hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations the Bank may as the case may be insure and keep insured the said buildings in any sum which the Bank may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) And all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.
8. All moneys received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of his obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as the Bank requires either be applied in making good the loss or damage in respect of which the moneys are received or be paid to the Bank in or towards payment of the moneys for the time being hereby secured.
9. All costs charges and expenses incurred hereunder by the Bank and all other moneys paid by the Bank or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Bank under clause 7 hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the moneys hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of the Banks costs charges and expenses shall be on the basis of solicitor and own client) shall be recoverable from the Mortgagor as a debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may have or but for the said charge would have for the moneys hereby secured or any part thereof.
10. The Bank shall be at liberty from time to time to give time for payment of any bills of exchange promissory notes or other securities which may have been discounted for or received on account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable as drawer acceptor maker indorser or otherwise to any parties liable thereon or thereto as the Bank in its absolute discretion shall think fit without releasing the Mortgagor or affecting the Mortgagor's liability under these presents or the security hereby created.
11. This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the moneys hereby secured or any of them or any part thereof respectively.
12. The Bank shall on receiving notice that the Mortgagor has incumbered or disposed of the Mortgaged Property or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account. If the Bank does not open

a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice.

13. At any time after payment of the moneys hereby secured has been demanded and any part thereof remains unpaid the Bank may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and the Bank shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.

14. The Mortgagor hereby covenants with the Bank to pay any sums which may become payable by the Mortgagor under the Agricultural Holdings Act 1986 for compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which the Bank may pay the said sum or discharge and charge created in pursuance of the said Act for securing the same and any moneys paid by the Bank under this clause shall be deemed to be expenses properly incurred by the Bank hereunder.

15. The Mortgagor hereby covenants with the Bank that:—

- (a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1925 to 1971 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of the Bank;
- (b) upon any such registration the Mortgagor will forthwith deliver to the Bank all Land Certificates relating to the Mortgaged Property unless such certificates are deposited with the Land Registry.

16. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.

17. In these presents where the context so admits the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem this security and the expression "the Bank" shall include persons deriving title under the Bank and any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

18. If there are two or more parties hereto of the first part the expression "the Mortgagor" shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties And in particular this security and the covenant in clause 1 hereof and the remaining covenants charges agreements and undertakings herein contained shall extend and apply to any moneys owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person and references to the Mortgagor in relation to the retirement of bills and in clauses 3, 9, 10 and 12 shall mean and include any one or more of such parties as well as such parties jointly.

In Witness whereof the Mortgagor has executed these presents under seal the day and year first above written.

The Schedule above referred to

Delete as necessary

The Freehold/~~Leasehold~~ property known as or being land and buildings to the south of Appleford Road, Sutton Courtenay, Oxfordshire

comprised in the document(s) particulars of which are set out below:—

Complete if title is not registered at time of Charge

Date	Description (Conveyance, Lease, Assignment, Mortgage, Assent, etc.)	Parties
31.12.1959	Conveyance	(1) William Charles Amey (2) Amey's Asphalt Company Limited

Complete if title is registered at time of Charge

Land Certificate(s) Title No.(s)	County/London Borough

Signed sealed and delivered by the above named

.....
in the presence of

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS

OCCUPATION

Signed sealed and delivered by the above named

.....
in the presence of

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS

OCCUPATION

The COMMON SEAL of A. R. C. CONSTRUCTION
* LIMITED

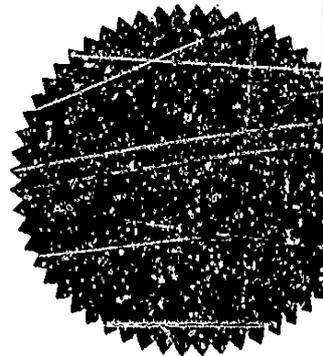
was affixed hereunto in pursuance of a Resolution of the Board of Directors in the presence of

[Signature] DIRECTOR

[Signature] SECRETARY

Company's registered number 456341

The address of the Bank for service (if title is registered) is:



*Insert company's name as registered

FOR USE ONLY IN THE CASE OF UNREGISTERED
LAND

RECEIPT PURSUANT TO SECTION 115 OF
THE LAW OF PROPERTY ACT 1925

BARCLAYS BANK PLC hereby acknowledges this
day of 19

that it has received the balance of the moneys (including interest
and costs) secured by the within written Deed the payment
having been made by*

*Insert "the
within named
Mortgagor"
or
of
as the case
may be.

For and on behalf of BARCLAYS BANK PLC

(A REGIONAL DIRECTOR)

**Charge by way of Legal
Mortgage**

By one or more than one Mortgagor
(Registered or Unregistered land)

**Indemnity to Bank where
Bonds/Indemnities/Guarantees given to Third party**

To BARCLAYS BANK PLC

1. The consideration for this indemnity shall be your giving and/or procuring the giving by your correspondents of a bond, indemnity, guarantee or other obligation in the terms of the copy endorsed hereon or attached hereto (which I/we have verified and signed) ("the Obligation").

2. I/We [jointly and severally] for myself/ourselves and my/our legal personal representatives hereby

2.1 agree to keep you indemnified from and against all actions, proceedings, liabilities, claims, demands, damages, costs and expenses in relation to or arising out of or appearing to you to arise out of the Obligation and/or your indemnity in respect thereof and to pay to you on demand all payments, losses, costs, charges, damages and expenses suffered or incurred by you in consequence thereof or arising thereout whether directly or indirectly; and

Barclays de Zoete Wedd Holdings Limited

2.2 irrevocably authorise you to debit to any of my/our account(s) with you all such payments, losses, costs, charges, damages and expenses, and further agree that you shall be at liberty without any notice to or further or other consent from me/us to apply or transfer any money now or at any time hereafter standing to my/our credit upon current deposit or any other account in payment or in part payment of any such sums of money as may be or hereafter may from time to time become due or owing to you from or by me/us hereunder or to a suspense account and that you may refuse payment of any cheque bill note or order drawn or accepted by me/us or upon which I/we may be otherwise liable and which if paid would reduce the amount of money standing to my/our credit as aforesaid to less than the amount for the time being so due or owing to you from or by me/us as aforesaid; and

2.3 irrevocably authorise and direct you to make any payments and comply with any demands which may be claimed or made or appear to you to be claimed or made under the Obligation and/or your indemnity in respect thereof without any reference to or further authority confirmation or verification from me/us and agree that any payment which you shall make in accordance or appearing to you to be in accordance with the Obligation and/or your indemnity in respect thereof shall be binding upon me/us and shall be accepted by me/us as conclusive evidence that you were liable to make such payment or comply with such demand and further that you may at any time determine or procure the determination of the Obligation and/or your indemnity in respect thereof; and

2.4 agree (without prejudice to any other provision of this indemnity) that any demand made upon you and/or your correspondents for payment of sums specified in the Obligation shall for all purposes relating to this indemnity be deemed to be a valid and effective demand and you and your correspondents shall be entitled to treat it as such notwithstanding any actual lack of authority on the part of the person making the demand if the demand appears on its face to be in order and

2.4.1 the demand is made by or through a bank or any other person carrying on a banking business, or

2.4.2 the demand appears to you or your correspondents to be made by or on behalf of the beneficiary; and

2.5 agree (without prejudice to any other provision of this indemnity) that in the event that the Obligation stipulates that a demand made upon you and/or your correspondents shall be accompanied by any document or documents then, provided that it or they appear on their face to be in accordance with the terms of the Obligation, such document or documents shall for all purposes relating to this indemnity be deemed to be genuine and in accordance with the terms of the Obligation; and

2.6 agree that my/our liability hereunder shall also apply to any extension or renewal of the Obligation (whether in the same terms or otherwise and whether arising with my/our agreement or by operation of law or otherwise) and/or your indemnity in respect thereof to the intent that all agreements, undertakings and authorities herein shall continue to be binding on me/us in relation to the Obligation and/or your indemnity in respect thereof as so extended or renewed; and

2.7 agree (without prejudice to any other provisions of this indemnity) that (at your discretion and/or the discretion of your correspondents and entirely at my/our risk) you and/or your correspondents may use the telex system or other telegraph service of any country or any other recognised telegraph or transmission system for the purpose of giving the Obligation or sending any message relating or appearing to relate to the Obligation and/or your indemnity in respect thereof and in this connection I/we specifically release and indemnify you and your correspondents (and each of you and them) from and against the consequences of your and/or their failure and/or the failure of any other person to receive any such message in the form in which it was despatched and from and against the consequences of any delay that might occur during the course of the transmission of any such message.

3. This indemnity shall be governed by English law and shall be additional to any other indemnity which you now or hereafter may hold.

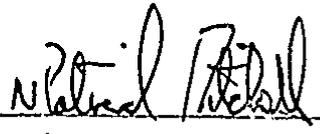
Signed this 9th day of November 1989 by me/us

(or by )
and 

on behalf of A.R.C. CONSTRUCTION LIMITED

pursuant to a resolution of the Board of Directors

dated 9th November 1989 a copy of which is hereto annexed.
in your possession.)

WITNESS'S SIGNATURE  _____

AND ADDRESS _____
SOLICITOR

71, QUEEN VICTORIA STREET

LONDON EC4V 4ER

COPY OF BOND/INDEMNITY/GUARANTEE GIVEN BY THE BANK

N.B. This copy must be signed by the Customer for identification. If sufficient space is not available copies on separate sheets should be gummed or fixed with clear self-adhesive tape securely to this form.

To: BARCLAYS BANK PLC

IN CONSIDERATION of your giving to us or at our request time credit and/or banking facilities and accommodation WE ARC CONSTRUCTION LIMITED (hereinafter called "the Company") hereby agree that (in addition to and without prejudice to such rights of set-off as you may have against the Company and to all other securities held by you) all moneys now or at any time hereafter standing to the credit of any account(s) of the Company with BARCLAYS DE ZOETE WEDD HOLDINGS LIMITED designated BARCLAYS BANK PLC RE. ARC CONSTRUCTION LIMITED shall stand charged as a continuing security by way of fixed and specific charge (to the intent that notwithstanding the terms upon which as between you and the Company such account(s) may have been opened no withdrawal may be made from any such account unless you shall first have agreed to release this charge insofar as it affects the money withdrawn) with the payment of all moneys and the discharge of all liabilities now or at any time hereafter due owing or incurred to you by the Company on any account or accounts or in any manner whatsoever and whether actually or contingently and whether alone or jointly with another or others and whether as principal or surety and in whatsoever style name or firm together with interest discount commission and all other charges and expenses for which the Company may be or become liable to you

AND the Company further agrees that you shall be at liberty without any notice to or further or other consent from the Company to apply or transfer any money now or at any time hereafter standing to the credit of any account subject to the charge hereby created in payment of moneys and liabilities due owing or incurred to you as aforesaid

AND the Company further agrees that in case of moneys from time to time standing to the credit of any such account as aforesaid may apart from this agreement be repayable at call or on demand then (without prejudice to the generality of the charge hereby created or to your rights as bankers apart from this agreement) you shall be entitled to disregard such moneys in deciding whether you are bound to make payment upon any cheque bill note or order drawn or accepted by the Company or upon which the Company may be otherwise liable

IN WITNESS whereof these presents have been signed by *E. A. King* and *D. A. Cawthorne* on behalf of the Company pursuant to a Resolution of the Board of Directors a copy whereof is hereto annexed this *9th* day of *November* 1989

Signed by) *[Signature]*
in the presence of) *Natalie Mitchell*
Solicitor
71, QUEEN VICTORIA STREET,
LONDON EC4A 4EB.

Signed by) *[Signature]*
in the presence of) *Natalie Mitchell (as above)*

Company's registered number: 456341

AZ(135)/468811/8.11.89

THIS LEGAL CHARGE

made the

9th

day of

Nov 1989

19th

B E T W E E N :

ARC Construction Limited whose registered office is at Sutton Courtenay Abingdon Oxfordshire OX14 4PP (hereinafter called "the Mortgagor")(1) and ARC Limited whose registered office is at The Ridge Chipping Sodbury Bristol BS17 6AY (hereinafter called "ARC")

Witnesses and it is agreed and declared as follows:-

1. The Mortgagor hereby covenants with ARC that the Mortgagor will on the third anniversary of the date hereof pay or discharge to ARC the sum of £500,000 owing or incurred to ARC by AKD Construction Limited pursuant to Clause 7.2 of an Agreement dated Nov 1989 and made between ARC (1) AKD Construction Limited (2) the Mortgagor (3)
2. The Mortgagor as Beneficial Owner hereby charges by way of Legal Mortgage ALL THAT the property referred to in the schedule hereto (hereinafter called "the Mortgaged Property") with the payment or discharge of the said sum of £500,000 hereby covenanted to be paid or discharged by the Mortgagor
3. A demand for payment or any other demand or notice under this security may be made or given by any manager or officer of ARC by letter addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of ARC if the Mortgagor is a company its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.

4. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof shall be capable of being exercised by the Mortgagor without the previous consent in writing of ARC nor shall Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security.

5. Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between ARC and the purchaser from ARC arise on and be exercisable at any time after the execution of this security provided that ARC shall not exercise the said power of sale until payment of the monies hereby secured has been demanded but this proviso shall not affect a purchaser or put him upon inquiry whether such demand has been made.

6. (a) At any time after ARC shall have demanded payment of any monies hereby secured or if requested by the Mortgagor ARC may appoint by writing any person or persons (whether an officer of ARC or not) to be receiver and manager or receivers or managers (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of all or any part of the Mortgaged Property.

(b) ARC may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

(c) The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the

Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to any of ARC's powers) the Receiver shall have power in the name of the mortgagor or otherwise to do the following things namely:-

- (i) to take possession of collect and get in all or any part of the Mortgaged Property and for that purpose to take any proceedings as he shall think fit;
- (ii) to commence and/or complete any building operations on the Mortgaged Property any part thereof and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;
- (iii) to raise money from ARC or others on the security of the Mortgaged Property or otherwise;
- (iv) to provide such facilities and services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;
- (v) if the Mortgaged Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease thereof or of any part thereof on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to ARC on the terms hereof so far as applicable and to execute a

formal legal charge over any such new lease in favour of ARC in such form as it may require;

- (vi) to sell let out or lease or concur in selling letting or leasing and to vary the terms or terminate or accept surrenders of leases or tenancies of the Mortgaged Property or any part thereof in such manner and for such term with or without a premium with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as in his absolute discretion he shall think fit;
- (vii) to make any arrangement or compromise which ARC or he shall think fit;
- (viii) to make and effect all repairs improvements and insurances;
- (ix) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (x) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

PROVIDED NEVERTHELESS THAT the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as ARC shall in writing exclude the same whether in or at the time of his appointment or subsequently.

(d) The statutory powers of sale leasing and accepting surrenders exercisable by ARC hereunder are hereby extended so as to authorise ARC whether in its own name or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Mortgaged Property with such rights relating to other parts thereof and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as ARC in its absolute discretion shall think fit.

(e) In no circumstances shall ARC be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any monies not actually received by ARC.

(f) The Mortgagor hereby irrevocably appoint ARC and the Receiver jointly and in its name and on its behalf and as its act and deed or otherwise to sign seal deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid.

(g) All powers of the Receiver hereunder may be exercised by ARC whether as attorney of the Mortgagor or otherwise.

7. The Mortgagor hereby covenants with ARC that the Mortgagor during the continuance of this security will keep all buildings now or for the time being subject to this security insured against loss or damage by fire and such other risks as ARC may from time to time require to the full replacement value thereof and with an insurance office or underwriters approved by ARC in writing from

time to time and if so required by ARC in the joint names of the Mortgagor and ARC and will duly pay all premiums and other monies necessary for effecting and keeping up such insurance within one week of the same becoming due and will on demand produce to ARC the policies of such insurance and the receipts for such payments and will keep all buildings now or for the time being subject to this security in good repair and will duly and with reasonable expedition complete any building operations commenced at any time by the Mortgagor on the Mortgaged Property and at any time after payment of the monies hereby secured has been demanded or if default shall be made by the Mortgagor in performing any of the above obligations ARC may as the case may be insure and keep insured the said buildings in any sum which ARC may think expedient or may repair and keep in repair the said buildings or may complete any such building operations (with power to enter upon the Mortgaged Property for any of those purposes without thereby becoming a mortgagee in possession) and all monies expended by ARC under this provision shall be deemed to be properly paid by ARC.

8. All monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the said buildings or any part thereof (whether effected or maintained by the Mortgagor in pursuance of its obligation under the covenant in that behalf contained in clause 7 hereof or independently of or otherwise than in pursuance of such obligation) shall as ARC requires either be applied in making good the loss or damage in respect of which the monies are received or be paid to ARC in or towards payment of the monies for the time being hereby secured.

9. All costs charges and expenses incurred hereunder by ARC and all other monies paid by ARC or the Receiver in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property including (without prejudice to the generality of the foregoing) all monies expended by ARC under

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Clause 7 hereof and all costs of ARC or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the monies hereby secured or arising out of or in connection with the acts authorised by clause 6 hereof (and so that any taxation of ARC's costs charges and expenses shall be on the basis of solicitor and own client) shall be recoverable from the Mortgagor as a debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which ARC may have nor but for the said charge would have for the monies hereby secured or any part thereof.

10. This security shall be a continuing security to ARC notwithstanding any settlement of account or other matter or thing whatsoever and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with ARC prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which ARC may now or at any time hereafter hold in respect of the monies hereby secured or any of them or any part thereof respectively.

11. At any time after payment of the monies hereby secured has been demanded and any part thereof remains unpaid ARC may as agent of the Mortgagor remove and sell any chattels on the Mortgaged Property and the net proceeds of sale thereof shall be paid to the Mortgagor on demand and ARC shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to ARC.

12. The Mortgagor hereby covenants with ARC to pay any sums which may become payable by the Mortgagor under the Agricultural Holdings Act 1986 for

compensation costs or otherwise to a tenant of the Mortgaged Property or any part thereof failing which ARC may pay the sum or discharge and charge created in pursuance of the said Act for securing the same and any monies paid by ARC under this clause shall be deemed to be expenses properly incurred by ARC hereunder.

13. The Mortgagor hereby covenants with ARC that:-

(a) if and so long as the title to the Mortgaged Property or any part thereof is not registered under the Land Registration Acts 1925 - 1971 no person shall during the continuance of this security be registered under the said Acts as proprietor of the Mortgaged Property or any part thereof without the consent in writing of ARC;

(b) upon any such registration the Mortgagor will forthwith deliver to ARC all Land Certificates relating to the Mortgaged Property unless such certificates relating to the Mortgaged Property are deposited with the Land Registry.

14. ARC hereby covenants with the Mortgagor that it will consent to any transfer the Mortgagor may effect in respect of all or any part of its assets (including the Mortgaged Property) to its holding company or to any of its subsidiaries or to any subsidiary of such holding company as it may from time to time require.

15. Any party hereto which is a company certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association.

16. In these presents where the context so admits the expression "the Mortgagor" shall include persons deriving title under the Mortgagor or entitled to redeem

this security and the expression "ARC" shall include persons deriving title under ARC and any reference herein to any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

17. ARC hereby covenants that it will enter into a deed of easement with the Mortgagor or such other party with an interest in adjoining land now owned by the Mortgagor if reasonably requested by the Mortgagor such deed to be in a form reasonably approved by ARC (such approval not to be unreasonably withheld) and at the cost of the Mortgagor and giving the Mortgagor or such other party a right of way between the points marked "A" and "B" on the plan annexed hereto for the purpose of access and egress to the said adjoining land and any dispute concerning this clause shall be referred on the application of either party to counsel of at least 5 years standing to be agreed by the parties or in default of agreement by the President for the time being of the Law Society whose costs shall be borne by the Mortgagor.

(a permitted assignee in accordance with the sale agreement referred to in

18. The said sum of £500,000 shall immediately become due and payable upon the occurrence of a sale or disposal or upon the agreement to sell or dispose of either the whole of the business carried on by the Mortgagor or the issued Ordinary Shares of £1 each in the Mortgagor other than to any holding company or subsidiary of the Mortgagor or subsidiary of such holding company save where the holding company is under the control (as defined by Section 540 of the Taxes Act 1988) of any person or persons who are not members or directors of the Mortgagor at the date hereof (unless the holding company has ceased to be so controlled after it has had all or any of its shares admitted to the Official List of The Stock Exchange or permission for the same to be traded on the Unlisted Securities Market has been granted)

insert Clause hereof Nid

IN WITNESS whereof the Mortgagor has executed these presents under seal the day and year first above written

THE SCHEDULE ABOVE REFERRED TO

The Freehold property being part of the land fronting Appleford Road Sutton Courtenay Abingdon Oxfordshire comprised within the title number referred to below and shown edged red on the plan annexed hereto.

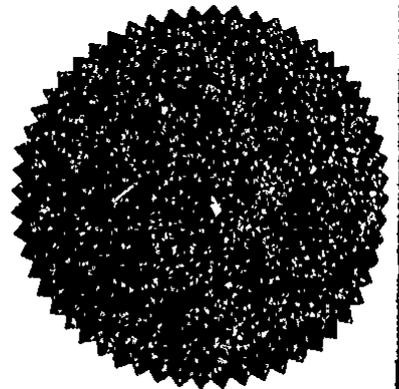
Land Certificate Title No.
ON39050

County : Oxfordshire :
Vale of White Horse

The Common Seal of ARC Construction Limited)
was hereunto affixed in the)
presence of)

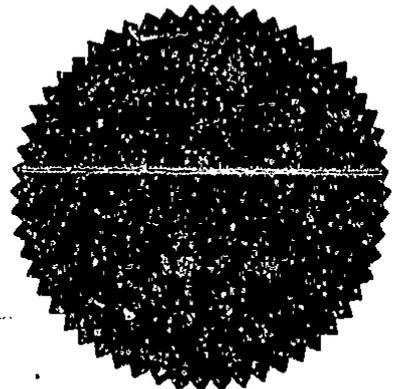
[Handwritten signature]
[Handwritten signature]

Director
Secretary



The Common Seal of ARC Limited was hereunto)
affixed in the presence of:-)

Director
Secretary



SCALE 1/2500.

114
16-47

3145
150ha
37

Water 2040
264ha
45

Works

LONBLIZ

RAMP
OUTFALL

DR & CONSTRUCTION

FENCE

DITCH - APPROX.

3116
537ha
1-33

3111
166ha
41

0105
15-071ha
37-24
0005
10-550ha
26-07

2894
117ha
29

Handwritten signatures and notes



LAND AT SUTTON COURTENAY
OXFORDSHIRE.

REPRODUCED FROM THE OS MAP



Notice of new accounting reference date given during the course of an accounting reference period

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

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

To the Registrar of Companies (Address overleaf - Note 5)

For official use

Company number

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

456341

Name of company

* ARC CONSTRUCTION LIMITED

* Insert full name of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month 3 1 1 2

Note Please read notes 1 to 4 overleaf before completing this form

The current accounting reference period of the company is to be treated as [shortened][extended]† and [to be treated as having come to an end][will come to an end]† on

Day Month Year 3 1 1 2 1 9 9 0

† delete as appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of Amey Holdings Limited

company number 2379479

the accounting reference date of which is 31 December

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on

and it is still in force. Signed [Signature] Designation Secretary Date 9-11-89

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

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

McKenna & Co 71 Queen Victoria Street LONDON EC4V 4EB

REF: NPM

For official Use General Section Post room COMPANIES H.M.S. 2 DEC 1989 M

Dave 1st of Jan 1989



MCMNP-D083

No of Company: 456341

**THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
AMEY CONSTRUCTION LIMITED**

SHAREHOLDERS' WRITTEN RESOLUTION

We, the undersigned being all the members of the above Company hereby resolve in writing pursuant to Regulation 53 of Table A to the Companies (Tables A to F) Regulations 1985 incorporated in the Company's Articles of Association, and so that the same shall be as effective as a Special Resolution of the Company passed at a General Meeting of the Company duly convened and held and may consist of several instruments in a like form each executed by or on behalf of one or more members:-

That the name of the Company be changed to "Amey Building Limited"

for and on behalf of
Amey Holdings Limited

David Alwyn Cawthorne

Dated ¹⁴ December 1989

R.B. of Scot / 880/P2/009583

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 456341

I hereby certify that

AMEY CONSTRUCTION LIMITED

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

AMEY BUILDING LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 1 JANUARY 1990

M. Moss
MRS. M. MOSS

an authorised officer

1/170

2/2/19010



MCMNP-D118

No of Company: 458341

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
AMEY BUILDING LIMITED

SHAREHOLDERS' WRITTEN RESOLUTION

We, the undersigned being all the members of the above Company hereby resolve in writing pursuant to Article 73A of Table A to the Companies Act 1980 incorporated in the Company's Articles of Association, and so that the same shall be as effective as a Special Resolution of the Company passed at a General Meeting of the Company duly convened and held and may consist of several instruments in a like form each executed by or on behalf of one or more members:-

That the name of the Company be changed to "Amey Properties Limited"

x N. Aue

For and on behalf of
Amey Holdings Limited

Dated 19 January 1990

x David Alwyn Cawthorne DAC
sign

David Alwyn Cawthorne

NAO/EAK
to sign

Drummonds
130 number

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 456341

I hereby certify that

AMEY BUILDING LIMITED

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

AMEY PROPERTIES LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 2 FEBRUARY 1990

Mrs. Moss
MRS. M. MOSS

an authorised officer