

Number of
Shares

930757

THE COMPANIES ACT, 1948

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

Pursuant to Section 15 (2).

Insert the
Name of the
Company.

G. & C. WHITTLE (NOTTINGHAM)

LIMITED

REGISTERED

19 APR 1968

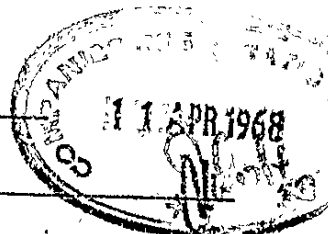
Presented by

Document Filer's Reference 300/BA

Browne, Jacobson & Roose,

44 Friar Lane,

Nottingham.



Form No. 41
(The filing fee is 5s.)

3. ANDREW HOWARD TREVOR PIRIE

of 44 FRIAR LANE, NOTTINGHAM

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

Do solemnly and sincerely declare that I am ("a Solicitor

of the Supreme Court engaged in the formation

of G. & C. Whittle (Nottingham)

Limited,

And that all the requirements of the Companies Act, 1948, in respect of
matters precedent to the registration of the said Company and incidental
thereto have been complied with, And I make this solemn Declaration
conscientiously believing the same to be true and by virtue of the provisions
of the Statutory Declarations Act, 1835.

Declared at Nottingham

the 9th day of April
one thousand nine hundred and sixty-
eight

Before me,

CR Ellis

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

Number of } 930757
Company }

STATEMENT OF THE NOMINAL CAPITAL

OF

G. & C. WHITTLE (NOTTINGHAM)



LIMITED

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

REGISTERED

19 APR 1968

THE NOMINAL CAPITAL of the above named Company is £ 100

Signature

Description Solicitor engaged in the formation
of the Company

dated the Ninth day of April 1968

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

This Statement is to be filed with the Memorandum of Association or other document when the Company is registered and should be signed by an Officer of the company if appointed by the Articles of Association, or by the Solicitor(s) engaged in formation.

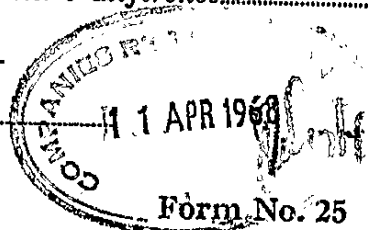
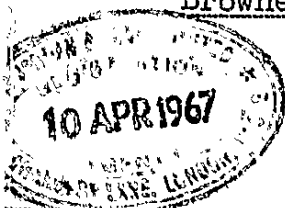
Presented by

Document Filer's Reference 300/BA

Browne, Jacobson & Roose,

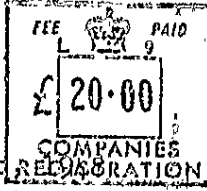
44 Friar Lane,

Nottingham.



THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED
91-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
55 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.



The Companies Act

930757

COMPANY LIMITED BY SHARES

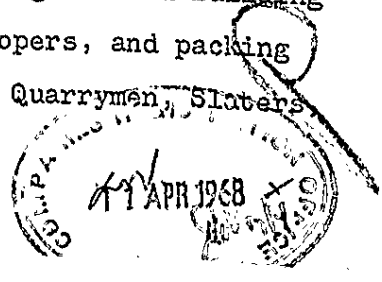
MEMORANDUM OF ASSOCIATION

of

G. & C. WHITTLE (NOTTINGHAM) LIMITED



1. The Name of the Company is "G. & C. WHITTLE (NOTTINGHAM) 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 acquire that part of the undertaking and assets of G. & C. Whittle Limited which is used in connection with the division of such Company's business of Painting and Decorating Contractors carried on at Daybrook Square, Arnold, Nottingham, and all other the assets of such Company not used in connection with the division of such Company's business carried on at Cleveland Works, Acton Green, London W.4., and also to acquire the shares of all or any of the subsidiary companies of the said G. & C. Whittle Limited.
 - (B) To carry on all or any of the following businesses, namely, Decorating Contractors, Painters and Decorators, Plasterers, Cementers, Tilers, Public Works Contractors, Building and General Contractors, Joiners, Carpenters, Timber Merchants, Sawyers and Dealers in Hard and Soft Wood in all kinds, Veneers, Mouldings and in Building Woodwork and Joinery, Turners, Coopers, and packing Case Makers, Masons, Bricklayers, Quarrymen, Slaters



and Slate Merchants, Electrical, Sanitary, Gas, Hot Water and General Engineers, Plumbers, Glaziers, Stone, Sand, Cement Brick and Tile Merchants, Makers of and Dealers in Artificial Stone, Concrete and Reinforced Concrete, and in Earthenware and Hardware of all kinds, Builders' Merchants, Land and Estate Agents and Developers, Insurance Agents and Brokers, and General Commission Agents; and to buy, sell and deal in plant, tools, implements, materials, articles, and things of all kinds necessary or useful for carrying on any of the foregoing businesses or likely to be required by customers of or persons having dealings with the Company, or any business which may be conveniently carried on in connection with the said businesses or any of them or ancillary thereto

- (C) To apply finishing and other processes to metals and plastics of all kinds
- (D) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property
- (E) To purchase or by any other means acquire any freehold leasehold, or other property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things, and any real or personal property or rights

whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company

- (F) To build, construct, maintain, alter, enlarge, pull down and remove and replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing
- (G) To apply for, register, purchase, or by others means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trademarks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire
- (H) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership

or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid, or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received

- (I) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company
- (J) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined
- (K) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies
- (L) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also be a similar mortgage,

charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake

- (M) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments
- (N) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other Authority for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- (O) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise) or any companies, firms, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, company, firm or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges and concessions
- (P) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as

directly or indirectly to benefit this Company

- (Q) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others
- (R) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient
- (S) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, debentures, debenture stock or securities of this Company
- (T) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, and to the wives, widows, children, and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives,

widows, children, and other relatives and dependents

- (U) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company aforesaid
- (V) To sell or otherwise dispose of the whole of any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same
- (W) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing
- (X) To procure the Company to be registered or recognised in any part of the world
- (Y) To do all such things as may be deemed incidental or conducive to the attainment of the above objects or any of them

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause

4. The liability of the Members is limited
5. The share capital of the Company is £100 divided into
400 Ordinary Shares of 5/- each

WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

No. of Shares
taken by each
Subscriber

Christina Rosemary Stuart Gibson /

One

240 Skapleford Lane,

Toton,

Beeston,

Nottingham

Secretary

David William Hawk. /

One.

89 Ladbroke Crescent

Stockhill Lane

Bawford.

Nottingham

Solicitors Clerk.

TOTAL SHARES TAKEN

Two

Dated the Ninth day of April 1968.

Witness to the above Signatures:-

A. T. Prie

Solicitor

Nottingham

A. T. Prie

This is a Company registered
without Articles of Association
and accordingly the Regulations
contained in Part II of Table A
in the First Schedule of the
Companies Act 1948 shall be the
Regulations of the Company.

THE COMPANIES ACT, 1948

Signed *P. S. Wilson*...Subscribers
to the
Memorandum
of
Signed *G. & C. Whittle*...Association

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

G. & C. WHITTLE (NOTTINGHAM) LIMITED



CERTIFICATE OF INCORPORATION

No. 930757

I hereby certify that

G. & C. WHITTLE (NOTTINGHAM) LIMITED

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

Given under my hand at London the **19TH APRIL, 1968.**

Assistant Registrar of Companies

C.173

No. of Company



1/10

The Companies Act, 1948

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

G. & C. WHITTLE (NOTTINGHAM) LIMITED

Passed 17th July, 1968

AT AN EXTRAORDINARY GENERAL MEETING of the above named Company,
duly convened and held on the 17th day of July
1968, the following RESOLUTION was proposed and passed as a
SPECIAL RESOLUTION:-

RESOLUTION

That the name of the Company be changed to "G. & C. WHITTLE
LIMITED".

G.T. Whittle
G.T. WHITTLE

Chairman

Original presented to the Registrar
of Companies for filing on 17th July
1968.

F 449 seen at the counter



17/7



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 930757

Whereas

G. & C. WHITTLE (NOTTINGHAM) LIMITED

was incorporated as a limited company under the

COMPANIES ACTS, 1948 TO 1967,

on the **19TH APRIL, 1968**

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

G. & C. WHITTLE LIMITED

Given under my hand at London the **17TH JULY, 1968.**

R. Knight

Assistant Registrar of Companies

C.172

Number of Certificate: 930757 ⁸

THE COMPANIES ACTS, 1948 AND 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

(Pursuant to the Companies Act, 1948 Section 141)

of

G. & C. WHITTLE LIMITED

Passed the 20th day of January, 1971

At an Extraordinary General Meeting of the Company, duly convened, and held on the 20th day of January, 1971 the following Resolution was passed as a SPECIAL RESOLUTION:-

RESOLUTION

That having regard to the decimalisation of the United Kingdom currency the existing shares of 5/- each in the capital of the Company, both issued and unissued, be redesignated and thereafter referred to, with effect from the 15th day of February, 1971 as shares of 25p each

G. T. Whittle

G.T. WHITTLE

Chairman



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

G. & C. WHITTLE

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

THE SECRETARY,

G. & C. WHITTLE LTD.,

DAYBROOK SQUARE, ARNOLD.

NOTTINGHAM.



Form No. 103
(No filing fee payable)

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

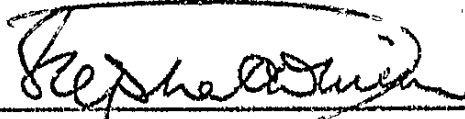
To the REGISTRAR OF COMPANIES.

C. & C. WHITTLE

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 THE COMPANY'S OFFICES, DAYBROOK SQUARE, ARNOLD,
NOTTINGHAM

Signature



(State whether
Director or Secretary)

DIRECTOR & SECRETARY

Dated the 12TH day of MARCH 1971.

Number of
Company } 920757 / 10

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

G & C WHITTLE

LIMITED

Section 110 of the Companies Act 1948 provides that:—

* * * * *

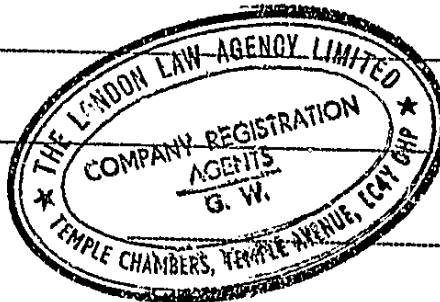
(3) Every company shall send notice to the registrar of companies of the place where its register of members is kept and of any change in that place:

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 NOT/380



Form No. 103
(No filing fee payable)

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

To the REGISTRAR OF COMPANIES.

G & C WHITTLE

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 DAYBROOK SQUARE, ARNOLD, NOTTINGHAM

Signature.

(State whether
Director or Secretary). Director

Dated the 29th day of February 19 72.

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

Number of
Company 930757

Form No. 26a

THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)



ANY LIMITED BY SHARES



Statement of Increase of the Nominal Capital

OF

G. & C. WHITTLE



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



The Solicitors' Law Stationery Society, Limited.
191-192 Fleet Street, E.C.4; 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; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

THE NOMINAL CAPITAL

OF

G. & C. WHITTLE

Limited

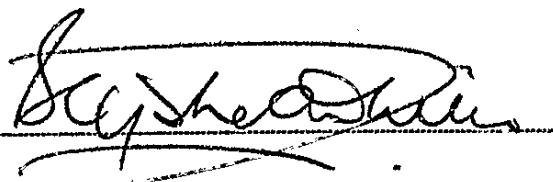
has by a Resolution of the Company dated
31st March 1969 been increased by
the addition thereto of the sum of £169,900,
divided into:—

679,600 Shares of 5/- each

 Shares of each

beyond the registered Capital of £100

Signature



(State whether Director or Secretary) Director

Dated the 17th day of December 1969

THE COMPANIES ACTS 1948 AND 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

OF

G. & C. WHITTLE LIMITED

Passed the 31st day of March 1969

At an Extraordinary General Meeting of the Company convened and held on the 31st day of March 1969 the following were proposed and passed as SPECIAL RESOLUTIONS:-

RESOLUTIONS

(1) That for the purpose of acquiring that part of the undertaking and assets of Thorpe-Campbell Holdings Ltd. (known as G. & C. Whittle Ltd.) which is used in connection with the division of such company's business of painting and decorating contractors carried on at Daybrook Square, Arnold, Nottingham, and all other assets of such company not used in connection with the division of such company's business carried on at Cleveland Works, Acton Green, London, W.4., and also of acquiring the shares of all or any of the subsidiary companies of such company the capital of the company be increased to the sum of £170,000 by the creation of 679,600 additional shares of 5/- each ranking for dividend in accordance with the Resolution or Resolutions issuing the same and otherwise ranking pari passu in all respects with the existing shares of 5/- each in the capital of the company.

(2) That upon the recommendation of the Directors it be desirable to capitalise the sum of £81,844 15s. 0d. standing to the credit of the Company's share premium account 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 be applied in paying up in full 327,379 unissued shares of 5/- each in the capital of the Company to be allotted and distributed credited as fully paid up to be distributed amongst the holders of shares of 5/- each in the capital of the Company on the Register at the close of business on 31st March 1969 (or such persons as may be nominated by them respectively and approved by the Directors) in the proportion of the existing shares then held by them respectively and that such last mentioned distribution be accepted by such Members in full satisfaction of their shares and interests in such capitalised sum of £81,844 15s. 0d.

Number of 930757
Company

119

THE COMPANIES ACT, 1948

118
13/6

Notice of Increase in Nominal Capital

Pursuant to section 63

Insert the
Name
of the
Company

G. & C. WHITTLE

LIMITED

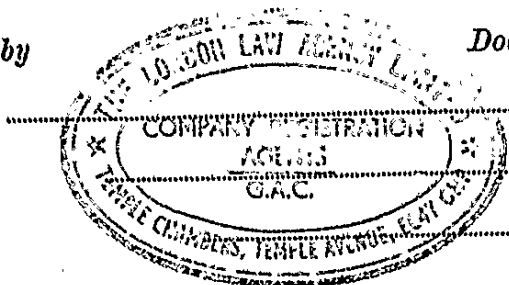
JS

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).

A filing fee of 5s. is payable on this Notice in addition to the Board of Trade Registration Fees (if any) and the Capital Duty payable on the increase of Capital. (See Twelfth Schedule to the Act.)

Presented by

Document Filer's Reference GAC/NOT/110



Form No. 10

The Solicitors' Law Stationery Society, Limited
191-193 Fleet Street, E.C.4; 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; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS

To THE REGISTRAR OF COMPANIES,

G. & C. Whittle

Limited, hereby gives you notice, pursuant to

"Ordinary"
"Extraordinary"
"Special"

Section 63 of the Companies Act, 1948, that by a * Ordinary

Resolution of the Company dated the 31st day of March 1969

the Nominal Capital of the Company has been increased by the addition thereto of the sum of £169,900 beyond the Registered Capital of £100

The additional Capital is divided as follows :—

Number of Shares	Class of Share	Nominal amount of each Share
679,600	Ordinary	5/-

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 :—

to rank pari passu with the existing shares of 5/- each in the capital 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

Director

Dated the

17th

day of

December

1969

Number of Certificate: 930757

THE COMPANIES ACTS 1948 AND 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

(Pursuant to The Companies Act 1948, Section 141)

of

G. & C. WHITTLE LIMITED

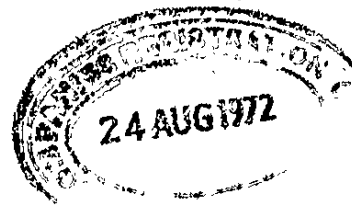
Passed the 29th day of September 1969

At an Extraordinary General Meeting of the Company duly convened and held on the 29th day of September 1969 the following Resolution was proposed and passed as a SPECIAL RESOLUTION:-

RESOLUTION

That the regulations contained in the document submitted to this Meeting and signed for the purpose of identification by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company to the exclusion of all existing Articles of Association thereof.

Geoffrey Whittle
CHAIRMAN



THE LONDON LAW AGENCY LTD
TEMPLE CHAMBERS

G. & C. Whittle
THE COMPANIES ACTS 1948 AND 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

G. & C. WHITTLE LIMITED

(formerly G. & C. Whittle (Nottingham) Limited)
(Adopted by Special Resolution passed on the 29th day of September 1969)

PRELIMINARY

1. Save as hereinafter provided the Regulations contained in Part I (but not Part II) of Table A as set out in the First Schedule to the Companies Act 1948 (hereinafter called "the Act") shall apply to the Company. All references hereinafter to Table A mean references to Part I of such Table A.
2. Clauses 24, 53, 62, 75, 76, 88, 89, 90, 91, 92, 93, 94, 108, 128, 129 and the proviso to Clause 79 of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining Clauses of Table A, subject to the modifications hereinafter expressed, shall constitute the Regulations of the Company.

PRIVATE COMPANY

3. The Company is a "Private Company" and accordingly:-
 - (a) The right to transfer shares is restricted in manner hereinafter provided.
 - (b) The number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be Members of the Company) is limited to fifty. Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this Article be treated as a single Member.
 - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
 - (d) The Company shall not have power to issue share warrants to bearer.

SHARES

4. At the date of adoption of these Articles the Share Capital is 170,000 divided into 680,000 shares of 5/- each.

The Directors shall upon any future issue of shares in the capital of the Company offer the shares which it is proposed to issue in the following:-

- (a) The Directors shall offer all the new shares at the same price to the then existing holders of shares of the Company in proportion to the shares then held by them respectively, the Directors

specifying in such offer the total number of shares proposed to be issued. Each shareholder to whom such offer shall be made shall be entitled to accept the same by notice in writing to the Company as to the whole or any part of the shares comprised therein within 28 days from the date of receiving the offer and at the time of such acceptance may specify the maximum number of surplus shares (not exceeding the total number of shares on offer) which he will be willing to accept if any surplus shares shall become available for acceptance owing to the failure of one or more of the shareholders to accept the shares offered to them within the time provided.

- (b) If by the expiration of the said period of 28 days any of the said shares on offer shall be unaccepted they shall be apportioned amongst the shareholders offering to take surplus shares as aforesaid ratably according to the amounts specified in their offers and such shareholders shall be bound to accept any surplus shares so apportioned, provided that nothing herein contained shall compel any shareholder to accept a number of surplus shares greater than the maximum which he has specified his willingness to accept as aforesaid. If in making such apportionment there shall be an odd surplus share or shares the Directors shall allot the same to such one or more persons offering to take surplus shares as the Directors shall decide.
- (c) Any shares still unaccepted or unapportioned as hereinbefore provided shall be dealt with as the Board shall determine.

TRANSFER OF SHARES

- 6. (A) A share may be transferred by a Member or other person entitled to transfer the same to any other Member selected by the Transferor.
- (B) Any share may be transferred by a Member to any son, daughter, grandson, granddaughter, or other issue, wife or husband of a Member and any share of a deceased Member may be transferred by his executors or administrators to any son, daughter, grandson, granddaughter, or other issue, widow or widower of such deceased Member, and any share held by Trustees of a Settlement made by a Member or former Member of the Company may be transferred by such Trustees by way of distribution under the provisions of such Settlement to any son, daughter, grandson, granddaughter, or other issue, husband, wife, widow or widower of such Member, or former Member, and shares standing in the names of the Trustees of the Will of a deceased Member or former Member may be transferred upon any change of Trustees to the Trustees for the time being of such Will or Settlement.
- (C) Subject to the provisions of sub-articles (A) and (B) of this Article, the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share. If the Directors shall not have resolved to register any transfer of any share within two months after the date upon which it shall have been presented to them for registration then they shall be deemed to have declined to register the same.

PROCEEDINGS AT GENERAL MEETINGS

- 7. 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. Save as otherwise provided two Members present in person or by proxy shall be a quorum.
- 8. A poll shall be held whenever demanded by any one Member present in person or by proxy and entitled to vote and Clause 58 of Table

A shall be read as if this power to demand a poll were substituted for the powers therein contained.

DIRECTORS

9. Until and unless otherwise determined by the Company by Ordinary Resolution in General Meeting the number of Directors shall not be less than two nor more than five.

10. The following are the Directors of the Company as at the date of adoption of these Articles:-

- (1) GEOFFREY THORPE WHITTLE of 8 The Ropewalk, Nottingham.
- (2) STEPHEN CAMPBELL WHITTLE of 23 Knighton Road, Woodthorpe, Nottingham.

11. The remuneration of the Directors (other than the remuneration payable to them under the terms of any Service Agreement for the time being in force) shall be such amount as shall from time to time be determined by the Company in General Meeting. Such remuneration which shall be deemed to accrue from day to day shall be divided between the Directors in such proportions and in such manner as they shall agree, or in default of agreement equally; Provided that any Director who shall not have served during the whole period for which such remuneration is payable shall, in default of agreement to the contrary, receive only an amount apportioned according to the time served by him during such period. Any Resolution of the Board reducing or postponing the time for payment of the Directors' remuneration shall bind all the Directors. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors, of any Committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

12. The quorum of Directors for transacting business shall unless otherwise fixed by the Directors be two.

ALTERNATE DIRECTORS

13. If any Director shall be about to leave or shall have left the United Kingdom or shall be suffering from physical illness or incapacity disabling him from attending meetings of the Directors, he may by writing signed by him appoint any person who is approved by the Directors to be his alternate and every such alternate shall during the absence from the United Kingdom of the Director appointing him or during the continuance of such physical illness or incapacity be entitled to attend and vote at the meetings of Directors and shall have and exercise all the powers, rights, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of an alternate appointed by him, and if a Director shall cease to hold office the appointment of his alternate shall determine. An alternate appointed pursuant to this Article shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him and he shall only be responsible for his own acts and defaults. His remuneration shall be the personal responsibility of the Director appointing him.

LOCAL DIRECTORS

14. The Company may by Resolution in General Meeting confer from time to time upon any person employed by the Company the title of Local Director or any similar title for such period on such terms

and with such duties as the Board may determine but no such title shall give the holder thereof any of the powers, rights or duties of a Director or otherwise enable him to occupy the position of a Director.

DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated:-

- (1) If he resigns his office by notice in writing to the Company.
- (2) If he ceases to be a Director by virtue of Section 182 of the Act.
- (3) If a receiving order is made against him or he enters into any arrangement or compromise with his creditors.
- (4) If he is prohibited from being a Director by an order made under Section 188 of the Act.
- (5) If he becomes of unsound mind.
- (6) If he shall absent himself for more than six consecutive months from Meetings of the Board without permission of the Board unless the cause be illness when the period shall be twelve months or absence on the Company's business.

CAPITALISATION OF PROFITS

16. 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 as distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be 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 (or the nominees approved by the Directors of such Members) in the proportion aforesaid, or partly in the one way and partly in the other, and that such last mentioned distribution be accepted by such Members in full satisfaction of their shares and interests in the said capitalised sum, and the Directors shall give effect to such Resolution; Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of the unissued shares to be issued to Members of the Company (or their nominees approved as aforesaid) as fully paid bonus shares.

17. 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, or all the allotments and issues of fully paid shares or debentures, or 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, or by ignoring fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into any 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.

Dated

31st

March

1930

930757 M/4
22

MEMORANDUM OF AGREEMENT

and

G. & C. WATSON LIMITED

MEMORANDUM OF AGREEMENT

N.M.

relating to sale of the assets of the Nottingham
Division of Thorpe-Campbell Holdings Limited



GAE/NOTT/BRO.

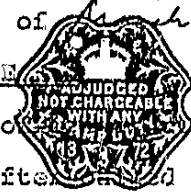
BROWNE JACOBSON & ROOSE
Solicitors
NOTTINGHAM

No. 930757

PRESENTED

96987
- 5 JUL 1971

Handwritten: 1/22
AN AGREEMENT made the *thirty first* day of *March*
One thousand nine hundred and sixty-nine BETWEEN
THEONE-CAMPBELL HOLDINGS LIMITED whose registered office is at
12-13 Cheapside in the City of Nottingham (hereinafter called
"the Vendor") of the one part and G. & C. WHITTLE LIMITED whose
registered office is at 12-13 Cheapside Nottingham aforesaid
(hereinafter called "the Purchaser") of the other part



WHEREAS :-

(1) Prior to the 1st day of April 1968 the Vendor carried on the business of painting and decorating Contractors both at London and at Nottingham and in the Midlands and North West of England and was the holder of shares of subsidiary companies listed in the First Schedule hereto

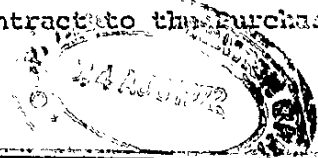
(2) That part of the business of the Vendor which was formerly carried on in and from London is hereinafter referred to as "the London Division" and the remainder of the said business of the Vendor is hereinafter referred to as "the Nottingham Division"

(3) By an Agreement dated the 17th day of July 1968 made between the Vendor (then known as "G. & C. Whittle Limited") of the one part and Alick Whittle (London) Limited (hereinafter called "London") of the other part the Vendor agreed to sell to London with effect from the 1st day of April 1968 the working assets of the London Division in consideration of the allotment to the Vendor or its nominees of 40,000 shares of 5/- each in the capital of London upon the terms set out in such Agreement

(4) By an Agreement dated the 17th day of July 1968 made between the Vendor of the one part and London of the other part the Vendor agreed to sell to London with effect from the 1st day of April 1968 all the issued shares of the subsidiary company referred to in the First Part of the First Schedule hereto and the loan debt owing to the Vendor by such subsidiary at the price of _____

(5) By an Agreement (hereinafter called "the Sub-Contract Agreement") dated the 17th day of July 1968 made between the parties hereto the Vendor agreed to sub-contract to the Purchaser

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law
300

all the contracts therein referred to with effect from the 19th day of April 1968

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(6) The Vendor owes to the Purchaser (by way of unpaid purchase money) the sum of £69,8⁰⁰~~00~~ and interest thereon (hereinafter called "the Unpaid Purchase Money Debt")

(7) The Vendor has agreed with the Purchaser for the sale to the Purchaser of the working assets of the Nottingham Division and of the shares of the subsidiary companies referred to in the Second Part of the First Schedule hereto for the consideration hereinafter appearing and the Purchaser has increased its share capital for the purposes of such acquisition

IT IS HEREBY AGREED as follows:-

1. THE Vendor shall sell and the Purchaser shall purchase the entire undertaking of the Nottingham Division and the shares of the following subsidiary companies namely:-

- (a) the goodwill of the Nottingham Division
- (b) the freehold premises shortly described in the Second Schedule hereto
- (c) the motor vehicles office furniture fixtures fittings implements equipment and machinery used in connection with the Nottingham Division
- (d) the stock in trade of the Nottingham Division
- (e) the benefit of all work in progress and pending contracts entered into by or in connection with the Nottingham Division
- (f) the benefit of pre-paid expenses for the Nottingham Division
- (g) the book and other debts owing to the Vendor in respect of the Nottingham Division
- (h) all other assets relating to the Nottingham Division
- (i) the shares of the subsidiary companies referred to in the Second Part of the First Schedule hereto

2. THE Vendor will on or after completion of the said sale assign to the Purchaser if and when required the full benefit of all pending contracts engagements and orders in connection with

the Nottingham Division and the goodwill thereof

3. THE Purchaser shall take the vehicles and other equipment referred to in Clause 1 hereof subject to any hire purchase agreements affecting the same and the Vendor and the Purchaser shall use their best endeavours to procure that the hire purchase finance companies which are parties to such hire purchase agreements shall accept the liability of the Purchaser thereunder in place of the Vendor

4. THE consideration for the said sale shall be the allotment to the Vendor or its nominees of 327,375 Ordinary Shares of 5/- each in the capital of the Purchaser credited as fully paid

5. THE Purchaser shall pay satisfy or discharge all the debts liabilities and obligations whatsoever and wheresoever of the Vendor in relation to the Nottingham Division and shall indemnify and keep indemnified the Vendor against all costs charges expenses and claims in respect thereof and shall release the Vendor from and discharge the Unpaid Purchase Money Debt

6. THE sale of the freehold premises specified in the Second Schedule hereto shall be subject to the Nottinghamshire Law Society's Conditions of Sale in force at the date of completion save that the Purchaser shall accept the Vendor's title to the property without raising any requisitions or objections whatsoever and such sale shall be subject to the existing mortgage or charge of such freehold property to Midland Bank Limited

7. THE sale shall take effect from and including the 31st day of March 1969 and shall be completed and all necessary documents executed immediately after the execution hereof

8. THE Vendor and the Purchaser will procure the registration of the Purchaser or its nominees as the holders of the shares of the Companies specified in the Second Part of the First Schedule hereto

9. THE Purchaser shall cause this Agreement to be duly entered to the Registrar of Companies for registration pursuant to section 52 of the Companies Act 1948 and will file all necessary forms

with the Registrar of Companies

16. THE effect from the date hereof the Sub-Contract Agreement shall cease to have effect

17. WITNESSE whereof the parties hereto have hereunto caused their Common Seals to be affixed the day and year first before written

THE FIRST SCHEDULE

First Part

(Subsidiary company sold to London)

Hygienic Food Display (Metal and Glass) Limited

Second Part

(Subsidiary Companies sold to the Purchaser)

H. Bond (Birmingham) Limited

Micro Anodising Limited

THE SECOND SCHEDULE

Short Particulars of Freehold Properties

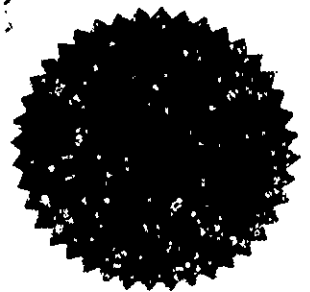
1. Depot offices and other buildings situate at Daybrook Station, Arnold Nottingham including a saleshop with a flat above numbers 16 and 16 Mansfield Road Daybrook
2. 160 acres or thereabouts of land with the farmhouse and other buildings erected thereon known as Cockliffe Hall Farm, Arnold Nottingham
3. 42 dwellinghouses on the Bacon Springs Estate Linby, near Rushwell Nottinghamshire

A. G. H. L. of THOMAS-JIMMIE HOLDINGS LIMITED

has hereunto affixed in the presence of:-

G. J. H. Little Director

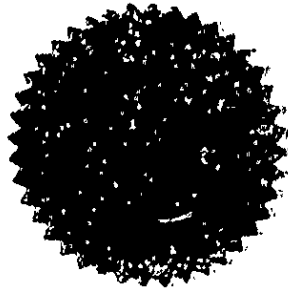
Stephen Little Secretary



... of ...
... in the presence of ...

Jeffrey Little, Director

Josephine Smith, Secretary



12/31/73
14/5/73

No of Company : 930757

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COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

G. & C. WHITTLE LIMITED

(Passed the First day of April 1974)

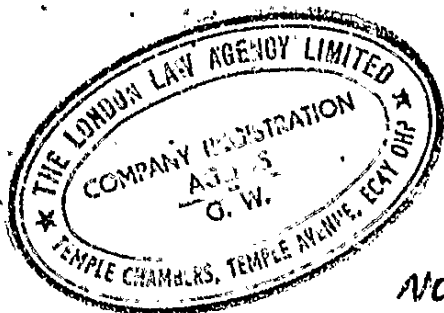
At an Extraordinary General Meeting of the above named Company, duly convened and held on the First day of April 1974, the following Resolution was proposed and passed as a SPECIAL RESOLUTION :

RESOLUTION

That the name of the Company be changed to "G & C WHITTLE HOLDINGS LIMITED".

George C. Whittle

CHAIRMAN



NOTT/BLOMME



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 930757

✓ 28

I hereby certify that

G. & C. WHITTLE LIMITED

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

G & C WHITTLE HOLDINGS LIMITED

Given under my hand at London the **23rd April 1974**

N Taylor
N. TAYLOR

Assistant Registrar of Companies



120564/77
Number of Company: 930757

33

THE COMPANIES ACTS 1948 AND 1967

COMPANY LIMITED BY SHARES 97 0491 Cl. 0040.00

SPECIAL RESOLUTION

of

G. & C. WHITTLE HOLDINGS LIMITED

Passed the 9th day of March 1977

At an Extraordinary General Meeting of the Company, duly convened, and held on the 9th day of March 1977 the following Resolution was proposed and passed as a SPECIAL RESOLUTION :-

RESOLUTION

That the name of the Company be changed to "G. & C. Whittle Daybrook Limited."


CHAIRMAN

Presented by:-
THE LONDON LAW AGENCY LTD.,
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON, EC4Y 0HP.



RR/NOT/BROH



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 930757

34

I hereby certify that

G. & C. WHITTLE HOLDINGS LIMITED

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

G. & C. WHITTLE DAYBROOK LIMITED

Given under my hand at Cardiff the 9TH MARCH 1977

D.A. Pendlebury
D. A. PENDLEBURY
Assistant Registrar of Companies

COMPANY LIMITED BY SHARES

Memorandum of Association

G. & C. WHITTLE DAYBROOK
LIMITED

1. *The Name of the Company is G. & C. WHITTLE DAYBROOK 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 acquire that part of the undertaking and assets of G. & C. WHITTLE LIMITED which is used in connection with the division of such Company's business of Painting and Decorating Contractors carried on at Daybrook Square, Arnold, Nottingham, and all other the assets of such Company not used in connection with the division of such Company's business carried on at Cleveland Works, Acton Green, London W.4., and also to acquire the shares of all or any of the subsidiary companies of the said G. & C. WHITTLE LIMITED.

(B) To carry on all or any of the following businesses, namely, Decorating Contractors, Painters and Decorators, Plasterers, Cementers, Tilers, Public Works Contractors, Building and General Contractors, Joiners, Carpenters, Timber Merchants, Sawyers and Dealers in Hard and Soft Wood in all kinds, Veneers, Mouldings and in Building Woodwork and Joinery, Turners, Coopers, and Packing Case Makers, Masons, Bricklayers, Quarrymen, Slaters, and Slate Merchants, Electrical, Sanitary, Gas, Hot Water and General Engineers, Plumbers, Glaziers, Stone, Sand, Cement Brick and Tile Merchants, Makers of and Dealers in Artificial Stone, Concrete and Reinforced Concrete, and

*The name of the Company was, on the 17th day of July 1968, changed from "G. & C. WHITTLE (NOTTINGHAM) LIMITED".

Presented by:
THE LONDON LAW AGENCY LTD.,
TEMPLE CHAMBERS,
TEMPLE AVENUE,
LONDON E.C.4.

in Earthenware and Hardware of all kinds, Builders' Merchants, Land and Estate Agents and Developers, Insurance Agents and Brokers, and General Commission Agents; and to buy, sell and deal in plant, tools, implements, materials, articles, and things of all kinds necessary or useful for carrying on any of the foregoing businesses or likely to be required by customers of or persons having dealings with the Company, or any business which may be conveniently carried on in connection with the said businesses or any of them or ancillary thereto.

- (c) To apply finishing and other processes to metals and plastics of all kinds.
- (d) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (e) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (f) To build, construct, maintain, alter, enlarge, pull down, and remove and replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (g) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.

- (H) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid, or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- (I) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (J) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (K) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and to give guarantees or become security for any such person, firms, or companies.
- (L) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (M) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

- (N) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (O) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any companies, firms, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, company, firm, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (P) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (Q) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (R) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (S) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, debentures, debenture stock, or securities of this Company.
- (T) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who

are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, and to the wives, widows, children, and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support, and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children, and other relative and dependents.

- (u) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company aforesaid.
- (v) To sell or otherwise dispose of the whole of any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (w) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (x) To procure the Company to be registered or recognised in any part of the world.
- (y) To do all such things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The liability of the Members is limited.

5. *The share capital of the Company is £100 divided into 400 Ordinary Shares of 5/- each.

* By Special Resolution passed on the 31st day of March 1969 the Share Capital was increased to £170,000 divided into 680,000 Shares of 5/- each.

WE the several persons whose Names, Addresses, and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number 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>CHRISTINA ROSEMARY STUART GIBSON 240 Stapleford Lane Toton Beeston Nottingham. Secretary.</p>	<p>One</p>
<p>DAVID WILLIAM HOWE 89 Ladbroke Crescent Stockhill Lane Burford Nottingham. Solicitor's Clerk.</p>	<p>One</p>

Dated the 9th day of April, 1968.

Witness to the above Signatures:-

A. H. T. PIRIE
Solicitor
Nottingham.

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY SHARES

Special Resolutions

OF

G. & C. WHITTLE LIMITED

Passed the 31st day of March 1969

AT an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held on the 31st day of March 1969 the following Resolutions were proposed and passed as SPECIAL RESOLUTIONS:-

RESOLUTIONS

- (1) That for the purpose of acquiring that part of the undertaking and assets of THORPE-CAMPBELL HOLDINGS LTD. (formerly known as G. & C. WHITTLE LTD.) which is used in connection with the division of such company's business of painting and decorating contractors carried on at Daybrook Square, Arnold, Nottingham, and all other assets of such company not used in connection with the division of such company's business carried on at Cleveland Works, Acton Green, London, W.4., and also of acquiring the shares of all or any of the subsidiary companies of such company the capital of the company be increased to the sum of £170,000 by the creation of 679,600 additional shares of 5/- each ranking for dividend in accordance with the Resolution or Resolutions issuing the same and otherwise ranking *pari passu* in all respects with the existing shares of 5/- each in the capital of the company.
- (2) That upon the recommendation of the Directors it is desirable to capitalise the sum of £81,844 15s. 0d. standing to the credit of the Company's share premium account 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 be applied in paying up in full 327,379 unissued shares of 5/- each in the capital of the Company to be allotted and distributed credited as fully paid up to and amongst the holders of shares of 5/- each in the capital of the Company on the Register at the close of business on 30th March 1969 (or such persons as may be nominated by them respectively and approved by the Directors) in the proportion to the existing shares then held by them respectively and that such last mentioned distribution be accepted by such Members in full satisfaction of their shares and interests in such capitalised sum of £81,844 15s. 0d.

GEOFFREY WHITTLE

Chairman

THE COMPANIES ACTS, 1948 TO 1967

COMPANY LIMITED BY SHARES

Articles of Association

OF

G. & C. WHITTLE DAYBROOK
LIMITED

(Adopted by Special Resolution passed on the 29th day of September, 1969)

PRELIMINARY

1. Save as hereinafter provided the Regulations contained in Part I (but not Part II) of Table A as set out in the First Schedule to the Companies Act 1948 (hereinafter called "the Act") shall apply to the Company. All references hereinafter to Table A mean references to Part I of such Table A.
2. Clauses 24, 53, 62, 75, 76, 88, 89, 90, 91, 92, 93, 94, 108, 128, 129 and the proviso to Clause 79 of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining Clauses of Table A, subject to the modifications hereinafter expressed, shall constitute the Regulations of the Company.

PRIVATE COMPANY

3. The Company is a "Private Company" and accordingly:-
 - (a) The right to transfer shares is restricted in manner hereinafter provided.
 - (b) The number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be Members of the Company) is limited to fifty Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this Article be treated as a single Member.
 - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
 - (d) The Company shall not have power to issue share warrants to bearer.

SHARES

4. At the date of adoption of these Articles the Share Capital is £170,000 divided into 680,000 shares of 5/- each,

5. The Directors shall upon any future issue of shares in the capital of the Company offer the shares which it is proposed to issue in manner following:-

(a) The Directors shall offer all the new shares at the same price to the then existing holders of shares of the Company in proportion to the shares then held by them respectively, the Directors specifying in such offer the total number of shares proposed to be issued. Each shareholder to whom such offer shall be made shall be entitled to accept the same by notice in writing to the Company as to the whole or any part of the shares comprised therein within 28 days from the date of receiving the offer and at the time of such acceptance may specify the maximum number of surplus shares (not exceeding the total number of shares on offer) which he will be willing to accept if any surplus shares shall become available for acceptance owing to the failure of one or more of the shareholders to accept the shares offered to them within the time provided.

(b) If by the expiration of the said period of 28 days any of the such shares on offer shall be unaccepted they shall be apportioned amongst the shareholders offering to take surplus shares as aforesaid rateably according to the amounts specified in their offers and such shareholders shall be bound to accept any surplus shares so apportioned, provided that nothing herein contained shall compel any shareholder to accept a number of surplus shares greater than the maximum which he has specified his willingness to accept as aforesaid. If in making such apportionment there shall be an odd surplus share or shares the Directors shall allot the same to such one or more persons offering to take surplus shares as the Directors shall decide.

(c) Any shares still unaccepted or unapportioned as hereinbefore provided shall be dealt with as the Board shall determine.

TRANSFER OF SHARES

6. (A) A share may be transferred by a Member or other person entitled to transfer the same to any other Member selected by the Transferor.

(B) Any share may be transferred by a Member to any son, daughter, grandson, granddaughter, or other issue, wife or husband of a Member and any share of a deceased Member may be transferred by his executors or administrators to any son, daughter, grandson, granddaughter, or other issue, widow or widower of such deceased Member, and any share held by Trustees of a Settlement made by a Member or former Member of the Company may be transferred by such Trustees by way of distribution under the provisions of such Settlement to any son, daughter, grandson, granddaughter, or other issue, husband, wife, widow or widower of such

Member, or former Member, and shares standing in the names of the Trustees of the Will of a deceased Member or former Member may be transferred upon any change of Trustees to the Trustees for the time being of such Will or Settlement.

- (c) Subject to the provisions of sub-articles (A) and (B) of this Article, the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share. If the Directors shall not have resolved to register any transfer of any share within two months after the date upon which it shall have been presented to them for registration then they shall be deemed to have declined to register the same.

PROCEEDINGS AT GENERAL MEETINGS

7. 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. Save as otherwise provided two Members present in person or by proxy shall be a quorum.

8. A poll shall be held whenever demanded by any one Member present in person or by proxy and entitled to vote and Clause 58 of Table A shall be read as if this power to demand a poll were substituted for the powers therein contained.

DIRECTORS

9. Until and unless otherwise determined by the Company by Ordinary Resolution in General Meeting the number of Directors shall not be less than two nor more than five.

10. The following are the Directors of the Company as at the date of adoption of these Articles:-

- (1) GEOFFREY THORPE WHITTLE of 8 The Ropewalk, Nottingham.
- (2) STEPHEN CAMPBELL WHITTLE of 23 Knighton Road, Woodthorpe, Nottingham.

11. The remuneration of the Directors (other than the remuneration payable to them under the terms of any Service Agreement for the time being in force) shall be such amount as shall from time to time be determined by the Company in General Meeting. Such remuneration which shall be deemed to accrue from day to day shall be divided between the Directors in such proportions and in such manner as they shall agree, or in default of agreement equally: Provided that any Director who shall not have served during the whole period for which such remuneration is payable shall, in default of agreement to the contrary, receive only an amount apportioned according to the time served by him during such period. Any Resolution of the Board reducing or postponing the time for payment of the Directors' remuneration shall bind all the Directors. The Directors may also be paid

all travelling, hotel and other expenses properly incurred by them in attending and returning from Meetings of the Directors, of any Committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

12. The quorum of Directors for transacting business shall unless otherwise fixed by the Directors be two.

ALTERNATE DIRECTORS

13. If any Director shall be about to leave or shall have left the United Kingdom or shall be suffering from physical illness or incapacity disabling him from attending meetings of the Directors, he may by writing signed by him appoint any person who is approved by the Directors to be his alternate and every such alternate shall during the absence from the United Kingdom of the Director appointing him or during the continuance of such physical illness or incapacity be entitled to attend and vote at the meetings of Directors and shall have and exercise all the powers, rights, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of an alternate appointed by him, and if a Director shall cease to hold office the appointment of his alternate shall determine. An alternate appointed pursuant to this Article shall be an officer of the Company and shall not be deemed to be the agent of the Director appointing him and he shall only be responsible for his own acts and defaults. His remuneration shall be the personal responsibility of the Director appointing him.

LOCAL DIRECTORS

14. The Company may by Resolution in General Meeting confer from time to time upon any person employed by the Company the title of Local Director or any similar title for such period on such terms and with such duties as the Board may determine but no such title shall give the holder thereof any of the powers, rights or duties of a Director or otherwise enable him to occupy the position of a Director.

DISQUALIFICATION OF DIRECTORS

15. The office of a Director shall be vacated :-

- (1) If he resigns his office by notice in writing to the Company.
- (2) If he ceases to be a Director by virtue of Section 182 of the Act.
- (3) If a receiving order is made against him or he enters into any arrangement or compromise with his creditors.
- (4) If he is prohibited from being a Director by an order made under Section 188 of the Act.
- (5) If he becomes of unsound mind.
- (6) If he shall absent himself for more than six consecutive months from Meetings of the Board without permission of the Board unless the cause be illness when the period shall be twelve months or absence on the Company's business.

CAPITALISATION OF PROFITS

16. 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 be 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 (or the nominees approved by the Directors of such Members) in the proportion aforesaid, or partly in the one way and partly in the other, and that such last mentioned distribution be accepted by such Members in full satisfaction of their shares and interests in the said capitalised sum, and the Directors shall give effect to such Resolution: Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of the unissued shares to be issued to Members of the Company (or their nominees approved as aforesaid) as fully paid bonus shares.

17. 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 provisions 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, or by ignoring 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.

No. of Company 930757 36

THE COMPANIES ACTS 1948 to 1967

Notice of Increase in Nominal Capital

To THE REGISTRAR OF COMPANIES

Insert name
of Company;
delete "Limited"
if not applicable

State whether
Ordinary or
Extraordinary
or Special
Resolution.

G. & C. Whittle Daybrook

Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act 1948,
that by at Special Resolution of the Company dated the
9th day of March 1977 the nominal capital of the
Company has been increased by the addition thereto of the sum of £80,000
beyond the registered capital of £170,000.

The additional capital is divided as follows:—

Number of Shares

Class of Share

Nominal amount
of each share
10p

800,000

Ordinary

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:—

As set out in the Special Resolution filed herewith.

If any of the new
shares are
Preference Shares
state whether they
are redeemable or
not. If this space is
insufficient the
conditions should
be set out
separately by way
of annexure.

Signature

State whether Director
or Secretary

Dated the

11 day of March 1977

Presented by

Presentor's Reference



Number of Company : 930757 37

THE COMPANIES ACTS 1948 AND 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

G. & C. WHITTLE DAYBROOK LIMITED

Passed the 9th day of March 1977

At an Extraordinary General Meeting of the Company, duly convened, and held on the 9th day of March 1977 the following Resolution was proposed and passed as a SPECIAL RESOLUTION :-

RESOLUTION

That :-

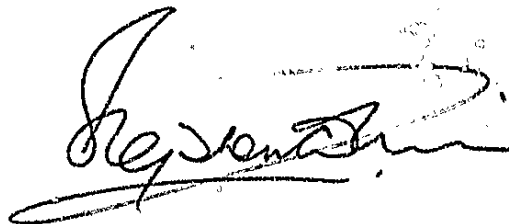
- (i) The 654756 existing and issued shares of 25p each in the capital of the Company shall forthwith be converted into and become 1% Non-Cumulative Preference Shares of 25p each conferring the following rights and privileges :-
 - (a) The profits of the Company for each year available for distribution which it shall be determined to distribute shall be applied first in paying to the holders of the 1% Non-Cumulative Preference Shares



of 25p each a fixed Non-Cumulative preferential dividend of 1% per annum to be paid in manner provided by Clause 118 of Table A as set out in the First Schedule to the Companies Act 1948 half yearly on the 30th day of September and 31st day of March in respect of the half years ending on those dates but the holders of the 1% Non-Cumulative Preference Shares shall not as such be entitled to participate in the balance (if any) of such profits which shall belong to and be distributed rateably amongst the holders of the Ordinary Shares of the Company.

- (b) On a return of capital on liquidation or otherwise the surplus assets of the Company remaining after payment of its liabilities and, in the case of liquidation, the costs of liquidation shall be applied, first in repaying to the holders of the 1% Non-Cumulative Preference Shares of 25p each the amount paid up on such Preference Shares held by them respectively but the holders of the 1% Non-Cumulative Preference Shares of 25p each shall not as such be entitled to participate further in such surplus assets which shall belong to and be distributed rateably amongst the holders of the Ordinary Shares according to the amounts paid up or credited as paid up on the Ordinary Shares held by them respectively at the commencement of liquidation or (in the case of a return of capital otherwise than on liquidation) at the date of such return of capital.
- (ii) The 25244 existing unissued shares of 25p each in the capital of the Company be consolidated and sub-divided into 63110 shares of 10p each and designated Ordinary Shares of 10p each.
- (iii) The capital of the Company be increased to the sum of £250,000 by the creation of 800,000 Ordinary Shares of 10p each such new shares (and the shares referred to in (ii) above) to confer upon the holders the rights and privileges accorded to the shares of the Company existing prior to the date of this Resolution and to rank for dividend in accordance with the resolution or resolutions issuing the same.

- (iv) Upon the recommendation of the Directors, it is desirable to capitalise the sum of £65475.60 standing to the credit of the Share Premium Account of the Company, 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 in paying up in full 654756 unissued Ordinary Shares of 10p each in the capital of the Company to be allotted and distributed, credited as fully paid up, to and amongst the holders of Shares of 25p each in the capital of the Company on the Register at the close of business on 8th March 1977 (or such persons as may be nominated by them respectively and be approved by the Directors) in the proportion of one new Ordinary Share of 10p for every Share of 25p then held by them respectively.



CHAIRMAN

Number of Company : 930757

38

THE COMPANIES ACTS 1948 AND 1967

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

G. & C. WHITTLE DAYBROOK LIMITED

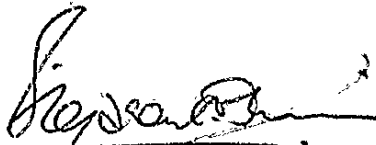
Passed the 30th day of March, 1977

At an Extraordinary General Meeting of the Company, duly convened, and held on the 30th day of March 1977 the following Resolution was proposed and passed as a SPECIAL RESOLUTION :-

RESOLUTION

That the capital of the Company be reorganised as follows :-

- (a) By the conversion of the 654756 1% non-cumulative Preference Shares of 25p each now in issue into 654756 Ordinary Shares of 25p each.
- (b) By the consolidation and sub-division of such 654756 Ordinary Shares of 25p each into 1636890 Ordinary Shares of 10p each such Ordinary Shares of 10p each to rank *pari passu* in all respects with the Ordinary Shares of 10p each in the capital of the Company in issue immediately prior to the passing of this Resolution.

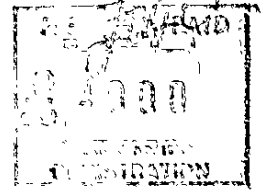


CHAIRMAN



NS

Number of Company: 930757 / 148



THE COMPANIES ACTS 1948 to 1980

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

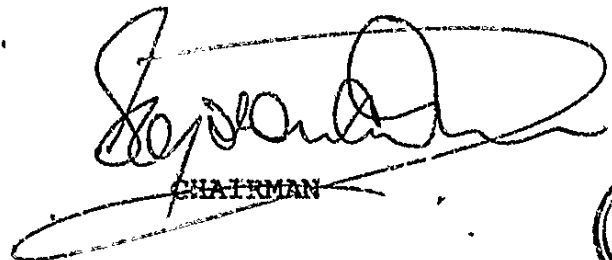
G. & C. WHITTLE DAYBROOK LIMITED

Passed the 18th day of December 1980

At an Extraordinary General Meeting of the Company,
duly convened, and held on the eighteenth day of December
1980 the following Resolution was proposed and passed
as a SPECIAL RESOLUTION:-

RESOLUTION

That the name of the Company be changed to "Arnold
Sand Limited"


CHAIRMAN

N/WEST
£40.
025632



FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No.

930757

/ 49

I hereby certify that

G. & C. WHITTLE DAYBROOK LIMITED

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

ARNOLD SAND LIMITED

Given under my hand at Cardiff the

29TH JANUARY 1981

A handwritten signature in dark ink, appearing to read 'E. A. Wilson'.

E. A. WILSON

Assistant Registrar of Companies



Please do not
write in this
binding margin.



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

Delete if
inappropriate

Notice of consolidation, division, conversion, sub-division, redemption or cancellation of shares, or re-conversion of stock into shares

Pursuant to section 62 of the Companies Act 1948
as amended by the Companies Act 1976

28

To the Registrar of Companies

For official use

Company number

52

930757

Name of company

Arnold Sand

Limited

Notice of consolidation, division, sub-division, or conversion into stock or shares, specifying the shares so consolidated, divided, sub-divided, or converted into stock, or of the re-conversion into shares of stock, specifying the stock so re-converted, or of the redemption of redeemable preference shares or of the cancellation of shares (otherwise than in connection with a reduction of share capital under section 66 of the Companies Act 1948).

The above-named company hereby gives you notice, in accordance with section 62 of the Companies Act 1948 that: on 4 June 1981 each of the 208354 unissued ordinary shares of 10p each were sub-divided into 10 ordinary shares of 1p each, and the existing issued ordinary shares of 10p each were converted into deferred shares of 10p each.

Delete as
appropriate

Signed

Henry Currey

DIRECTOR AND
[Director] [Secretary]

Date 9TH JUNE 1981.

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

For official use

General section

Post room



Number of Company: 930757/53

THE COMPANIES ACTS 1948 TO 1980

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

ARNOLD SAND LIMITED

Passed the 4th day of June 1981

At an EXTRAORDINARY GENERAL MEETING of the Company, duly convened, and held on the 4th day of June 1981, the following SPECIAL RESOLUTION was duly passed:-

RESOLUTION

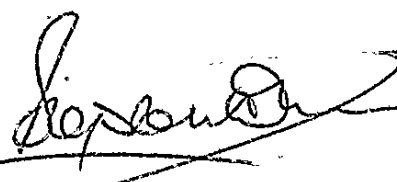

That:-

- (i) Each of the 208,354 unissued Ordinary Shares of 10p each in the capital of the Company be sub-divided into and become 10 Ordinary Shares of 1p each.



- (ii) Upon the recommendation of the Directors it is desirable to capitalise the sum of £7,638,82 standing to the credit of the share premium account of the Company 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 be applied in paying up in full at par 763,882 unissued Ordinary Shares of 1p each to be allotted and distributed credited as fully paid up to and amongst such members (or the nominees approved by the Directors of such members) in the proportion of 3 new Ordinary Shares of 1p for each 1 Ordinary Share of 10p held at the close of business on the day immediately preceding the passing of this Resolution and that such last mentioned distribution be accepted by such members in full satisfaction of their shares and interest in the said capitalised sum.
- (iii) Forthwith upon the allotment of the said Ordinary Shares of 1p each 381,941 of the same be classified as "A" Ordinary Shares of 1p each and the remainder as "B" Ordinary Shares of 1p each and 659,829 of the unissued Ordinary Shares of 1p each be classified as "A" Ordinary Shares and the remainder as "B" Ordinary Shares of 1p each.
- (iv) The "A" Ordinary Shares and the "B" Ordinary Shares of 1p each shall have attached thereto the rights specified in the Articles of Association adopted by this Resolution.
- (v) Forthwith upon such reclassification, each of the existing issued Ordinary Shares of 10p each be converted into 1 Deferred Share of 10p having attached thereto the rights specified in the Articles of Association adopted pursuant to this Resolution.
- (vi) The Articles of Association contained in the document submitted to the Meeting and signed for identification by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company to the exclusion of all previously existing Articles of Association thereof.

CHAIRMAN

THE COMPANIES ACTS 1948 TO 1980

Revised

COMPANY LIMITED BY SHARES

new

ARTICLES OF ASSOCIATION

of

ARNOLD SAND LIMITED

(adopted by Special Resolution passed on 4th June 1981)

PRELIMINARY

1. THE regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 (hereinafter called "the Act") as amended by the Companies Act 1967 (hereinafter called "Table A") shall, except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles, apply to the Company. References herein to regulations of Table A are to Part 1 of Table A unless otherwise stated.



E. L. 101

PRIVATE COMPANY

2. THE Company is a Private Company, and accordingly the restrictions contained in Regulation 2 of Part II of Table A shall apply.

SHARE CAPITAL

3. AT the date of adoption of these Articles the share capital of the Company is £250,000 divided into 1,041,770 "A" Ordinary Shares of 1p each 1,041,770 "B" Ordinary Shares of 1p each and 2,291,646 Deferred Shares of 10p each. The "A" and "B" Ordinary Shares shall save as specifically provided in these Articles rank equally and pari passu in all respects. The rights of the said Deferred Shares shall be as follows:-

- (a) The said Deferred Shares shall entitle the holders thereof to a fixed non-cumulative dividend at the rate of 5 per cent per annum for any financial year of the Company in respect of which the net profits of the Company available for dividend (as certified by the auditors of the Company, whose decision shall be final and binding) exceed £10,000,000.
- (b) On a winding up the holders of the Deferred Shares shall be entitled out of the surplus assets of the Company to a return of the capital paid up on the

Deferred Shares held by them respectively after a total sum of £100,000 has been distributed in such winding up in respect of each of the "A" and "B" Ordinary Shares of 1p of the Company.

- (c) Save as provided in this Article the holders of the Deferred Shares shall not be entitled to any participation in the profits or assets of the Company.
- (d) The Deferred Shares shall not entitle the holders thereof to attend or vote at any General Meeting of the Company by virtue or in respect of their holdings of such Deferred Shares.

4. IN these Articles the expression "Class Consent" shall mean the consent in writing of the holders of three fourths of the issued shares of the relevant class or the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class and to every such separate General Meeting the provisions of Table A relating to general meetings shall apply except that the necessary quorum shall be two persons at least holding or representing by proxy three fourths of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

ISSUE OF SHARES AND INCREASE OF CAPITAL

5. (A) The capital of the Company shall not be increased

nor shall the Directors have power to issue or allot further shares without Class Consent of each class of shares. Accordingly regulation 44 of Table A shall not apply.

(B) Any shares issued after the date of adoption of these Articles shall consist partly of "A" Ordinary Shares and partly of "B" Ordinary Shares and shall be divided amongst such classes of shares in proportion to the number of "A" Ordinary Shares and "B" Ordinary Shares respectively in issue immediately prior to such new issue. The following provisions shall apply to any such new shares:-

(i) Such new "A" Ordinary Shares shall (upon being issued) be offered by the Directors at such price per share ("the Issue Price") as the Directors shall think fit to the then existing holders of "A" Ordinary Shares in proportion to the "A" Ordinary Shares then held by them respectively and they shall be entitled to accept such offer as to the whole or part of the "A" Ordinary Shares comprised therein by notice in writing served upon the Company at its registered office within 28 days from the date of receipt of the offer and they may further specify in such notice their willingness to take surplus shares. If any shares shall not be accepted as aforesaid the same shall be offered to the holders of "A"

Ordinary Shares who have specified their willingness to take surplus shares as aforesaid but so that no holder shall be required to take more surplus shares than he has expressed his willingness to accept. In case of competition between such holders of "A" Ordinary Shares the surplus shares shall be offered to them in proportion to their holdings of "A" Ordinary Shares immediately prior to such new issue. Subject thereto, any new "A" Ordinary Shares still unaccepted shall be offered by the Directors at the Issue Price to the then existing holders of "B" Ordinary Shares in proportion to the "B" Ordinary Shares then held by them respectively and like provisions as to acceptance and surplus shares shall apply.

- (ii) Such new "B" Ordinary Shares shall be offered at the Issue Price and upon the like conditions as to acceptance and surplus shares to the then existing holders of "B" Ordinary Shares in proportion to the "B" Ordinary Shares then held by them respectively. Any "B" Ordinary Shares still unaccepted shall then be offered at the Issue Price to the holders of "A" Ordinary Shares according to their holdings of "A" Ordinary Shares upon the like conditions as to acceptance and surplus shares.

(iii) Any Ordinary Shares issued to a person who is already a holder of Ordinary Shares of a particular class shall be designated as shares of that class and shall accordingly be subject to such of the provisions of these Articles as are applicable to the shares of that class.

6. SUBJECT as aforesaid and save as provided by any other provision in these Articles to the contrary all unissued shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think most beneficial to the Company, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.

TRANSFER OF SHARES

7. AN instrument of transfer of fully-paid shares need not be signed by or on behalf of the transferee. Regulation 22 of Table A shall be modified accordingly.

8. ANY share may at any time be transferred (and the Directors shall register such transfer) :-

- (1) to a member holding shares of the same class, or
- (2) by a member (in this sub-paragraph (2) called "the Member") being a corporate body to any Associated Company of the Member (as hereinafter defined) and so that any share so transferred may be at any time

transferred to any other Associated Company of the Member. For the purpose of these Articles "Associated Company of a Member" shall mean :-

- (a) in the case of a member holding "A" Ordinary Shares any company in which lineal descendants of George Whittle and Carrington Whittle and/or their respective spouses widowers or widows and/or personal representatives or Trustees of any trust holding assets principally for the benefit of such persons as aforesaid shall hold between them (or have the power to exercise) voting rights conferring in aggregate more than fifty per centum of the total voting rights conferred by all the shares in the capital of such company other than those with restricted voting rights and
- (b) in the case of a member holding "B" Ordinary Shares Tarmac Limited and any company for the time being its subsidiary. On any transfer to an Associated Company of the Member the Member shall require the transferee to agree that upon the transferee ceasing to be an Associated Company of the Member the transferee shall transfer the shares to the Member or an Associated Company of the Member and, unless the Member produces evidence to the satisfaction of the Directors that the transferee has so agreed, the transfer

shall not be regarded as being made pursuant to this sub-paragraph (2); or

(3) to any person with the Class Consent of the holders of "A" Ordinary Shares and the holders of "B" Ordinary Shares; or

(4) in accordance with the provisions of Article 9 hereof. Provided always that on any member who acquired shares as an Associated Company of a Member pursuant to sub-paragraph (2) of this Article ceasing to be an Associated Company of a Member or former member such former Associated Company shall give written notice of such cessation to the Company and the Directors shall give written notice to such member requiring it to transfer the shares to the Member or an Associated Company of the Member and if such member shall fail to deliver such a transfer of the shares for registration within fourteen days of such notice then it shall at the expiration of such period of fourteen days be deemed to have given a Transfer Notice in respect of the shares under the provisions of Article 9 hereof but so that such member shall be deemed to have given written notice pursuant to Article 9(4) hereof for the fair value of such shares to be determined.

9. (1) No share shall save as provided in Article 8 be transferred to any person unless and until the rights of pre-emption conferred by this Article shall have been exhausted.

(2) Any Member (hereinafter called "the Vendor")

desiring to transfer its shares (a transfer of part only of its shares not being permitted under the provisions of this Article) shall give notice in writing of such desire (hereinafter called "a Transfer Notice") to the Company and shall specify therein the price at which the Vendor is prepared to sell such shares. A Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the shares or share specified therein (hereinafter called "the Sale Shares") in accordance with the following provisions of this Article. A Transfer Notice may contain a provision that unless all the Sale Shares are sold by the Company pursuant to this Article none shall be sold and any such provision shall be binding on the Company.

(3) The Company shall, within seven days of receipt of the Transfer Notice offer the whole of the said shares at the transfer price in manner following :-

(i) So far as the Transfer Notice comprises "A" Ordinary Shares in the capital of the Company such shares shall be offered in the first instance to all the members other than the Vendor holding "A" Ordinary Shares in the capital of the Company and next (failing acceptance within the period hereinafter

specified by members holding "A" Ordinary Shares) to all the members holding "B" Ordinary Shares in the capital of the Company

- (ii) So far as the Transfer Notice comprises "B" Ordinary Shares in the capital of the Company such shares shall be offered in the first instance to all the members holding "B" Ordinary Shares in the capital of the Company other than the Vendor and next (failing acceptance within the period hereinafter specified by members holding "B" Ordinary Shares) to all the members holding "A" Ordinary Shares in the capital of the Company

Each of the shareholders of the class to whom any such shares are offered may accept the whole of the shares comprised in the offer but not part hereof within three months from the date of receipt of such offer but so that any acceptance may be withdrawn at any time before the expiry of such period but unless so withdrawn shall become binding at the expiration of such period. If more than one of the said shareholders shall accept the whole of the said shares such shares shall be deemed to be accepted by the shareholder so accepting in proportion to their respective

holdings of shares in the Company. The Directors shall register any transfer made pursuant to the foregoing provisions of this sub-paragraph (3).

- (4) If any member receiving such an offer shall within a period of 14 days from the date of such offer so request by notice in writing to the Company the fair value of the Sale Shares shall be determined at the joint expense of the requesting member and the Vendor as at the date of the Transfer Notice. The fair value shall be such value as an independent firm of chartered accountants shall certify in writing as being in their opinion the fair value of the Sale Shares (valued by assessing the value as between a willing purchaser and a willing vendor of the whole of the issued share capital of the Company and ascribing to the Sale Shares the same proportion of the value so assessed as the Sale Shares bear to the total number of shares in the capital of the Company then in issue) and such certificate shall be binding on the Vendor. Such independent firm of chartered accountants shall be appointed by agreement between the Vendor and the requesting member or in default of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales and in giving their opinion shall act as

experts and not as Arbitrators.

- (5) If a request is made under paragraph (4) any offer made under paragraph (3) shall remain open for acceptance until the expiry of 28 days after the giving of a certificate under paragraph (4) copies of which shall be sent by the Company to the Vendor and each member who shall have received an offer of Sale Shares and any acceptance of any such offer whether made before or after the date of such certification shall be deemed to be an acceptance at the lower of the price specified in the Transfer Notice and the fair value so certified Provided however that if the Vendor shall be dissatisfied with the fair value as so certified he shall be entitled by notice in writing to the Company at any time within the period of 28 days after receipt of such certificate to withdraw his Transfer Notice in which event all acceptances shall be void and of no effect.
- (6) If any acceptance of any offer shall become binding in accordance with its terms or this Article the Vendor shall be bound to transfer the Sale Shares so accepted to the purchasing member upon payment of the purchase price and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors

shall be deemed to have been appointed the attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the shares to the purchasing member against payment of the price to the Company. On payment of the price to the Company the purchasing member shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchasing member shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.

- (7) Provided the Vendor shall not have withdrawn his Transfer Notice pursuant to paragraph (5) of this Article he shall be entitled at any time within 3 months after the expiry of the period for acceptance of offers made pursuant to paragraph (3) above to transfer:
- (a) any Sale Shares which shall not have been accepted by other members and
 - (b) any Sale Shares for which the member accepting the offer shall have failed to make payment within 14 days after his acceptance shall have become binding

to any person at any price not less than that specified by him in the Transfer Notice and the Directors shall be bound to register any such transfer.

(8) In any of the following events :-

- (a) the death or bankruptcy of a member
- (b) in the case of a corporate member the commencement of winding-up thereof (other than for the purposes of amalgamation or reconstruction) or the appointment of a receiver and manager of any part of its undertaking
- (c) in the case of a corporate member a change of control of such member which for the purpose of these Articles shall mean :-
 - (i) in the case of a member holding "A" Ordinary Shares the lineal descendants of George and Carrington Whittle and/or their respective spouses widowers or widows and/or personal representatives or Trustees of any trust holding assets principally for the benefit of such persons as aforesaid ceasing to hold between them or have the power to exercise voting rights conferring in aggregate more than fifty per centum of the total voting rights conferred by

all the shares in the capital of such corporate member other than those with restricted voting rights

(ii) in the case of a member holding "B" Ordinary Shares the occasion of that member ceasing to be a subsidiary of Tarmac Limited or Tarmac Limited itself becoming a subsidiary of some other company

(d) in the case of all members holding "B" Ordinary Shares, the termination for whatever reason of an Agreement dated *1st May 1981* 1981 between the Company and Econowaste Limited

the Company shall forthwith upon becoming aware of such event notify all members thereof and shall subject to first obtaining a Class Consent from either the holders of "A" Ordinary Shares or the holders of "B" Ordinary Shares serve notice upon such member or members his personal representatives its Receiver or Liquidator as the case may be requiring such member or members as aforesaid within 28 days of such notice to transfer all his or its shares in accordance with Article 8 hereof and in the event of such member failing to make such transfer within the said period of 28 days the member shall be deemed to

have given a transfer notice or notices in respect of all his or its shares (but so that such member shall be deemed to have given written notice of a request pursuant to Article 9(4) hereof for the fair value of such shares to be determined) at the date of expiration of the said period of 28 days and thereupon all the provisions of this Article shall apply as if such notice or notices had then been given.

- (9) The members holding all the issued Ordinary Shares in the Company may if they think fit agree in writing to waive the provisions of this Article in any particular case.

PROCEEDINGS AT GENERAL MEETINGS

10.(a) TWO members present in person or by proxy shall be a quorum at any General Meeting provided that such quorum shall throughout the meeting include one person being or representing a holder of any of the "A" Ordinary Shares and one being or representing a holder of any of the "B" Ordinary Shares. Regulation 53 of Table A shall be modified accordingly.

(b) If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting shall be dissolved. Regulation 54 of Table A shall be modified accordingly.

11. A poll may be demanded at any General Meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 58 of Table A shall be modified accordingly.

12. THE Chairman shall not be entitled to a second or casting vote. Regulation 60 of Table A shall not apply.

13. ON a show of hands every member present in person shall have one vote, and on a poll each member holding an "A" Ordinary Share shall have one vote for every "A" Ordinary Share of which he is the holder and a member holding a "B" Ordinary Share shall have one vote for every "B" Ordinary Share of which he is the holder. Provided that:

- (i) No shares of any one class shall confer any right to vote upon a resolution for the removal from office of a Director appointed by holders of shares of the other class, and
- (ii) on any resolution of the Company in General Meeting to remove an A Director the "A" Ordinary Shares shall on a poll carry ten votes for every such "A" Ordinary Share. On such a resolution to remove a B Director the "B" Ordinary Shares shall on a poll carry ten votes per share and
- (iii) on any resolution of the Company in General Meeting to remove a Director appointed by the holders of shares of either class the holders of shares of the other class shall be deemed to have given and not

~~withdrawn~~ a proxy in favour of the holders of shares of the class which appointed such Director or such of them as attend such meeting and a vote given in pursuance of such proxy shall be accepted in preference to any vote cast by a member or members deemed to have given it

- (iv) if at any meeting a holder of any shares of any one class is not present in person or by proxy the votes exercisable on a poll in respect of the shares of the same class held by members present in person or by proxy shall be pro tanto increased so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the shares of that class if all the holders thereof were present. Regulation 62 of Table A shall not apply.

DIRECTORS

14. UNLESS and until otherwise resolved by Special Resolution of the Company, the Directors shall not be more than six in number of whom not more than three shall be appointed as provided in Article 17 below by the holders of the "A" Ordinary Shares and not more than three shall be appointed as provided in Article 17 below by the holders of the "B" Ordinary Shares. Regulation 75 of Table A shall not apply to the Company.

15. IN these Articles the expressions "A Director" and "B Director" respectively designate Directors according to the class of shares, holders of a majority of which have appointed them.

16. EACH Director shall hold office subject only to Article 19 hereof but may at any time be removed from office under Articles 13 or 17 hereof

17. ANY appointment or removal of a Director shall be in writing served on the Company and signed by or on behalf of the holders of a majority of the issued "A" Ordinary Shares or "B" Ordinary Shares as the case may be.

18. THE proviso in Regulation 79 of Table A shall not apply to the Company.

19. THE office of a Director shall be vacated in any of the following events, namely:

- (a) if he shall become prohibited by law from acting as a Director;
- (b) if he shall resign by writing under his hand left at the registered office;
- (c) if he shall have a receiving order made against him or shall compound with his creditors generally;
- (d) if he becomes a patient for the purposes of Part VIII of the Mental Health Act 1959 or becomes of unsound mind; or
- (e) if he shall be removed from office as herein provided, Regulation 88 of Table A shall not apply.

20. THE Directors shall not be subject to retirement by

rotation and accordingly Regulations 83 to 92 of Table A shall not apply and all other references in Table A to retirement by rotation shall be disregarded.

21. NO Director shall be appointed otherwise than as herein provided and accordingly Regulations 93 to 97 of Table A shall be modified appropriately.

22. THE quorum for a meeting of the Directors shall throughout the meeting be at least one A Director and one B Director (or in either case or both cases the Alternate Director of such a Director). Regulation 99 of Table A shall not apply.

23. THE Chairman of the Board of Directors shall be appointed initially by a majority of the holders of the "A" Ordinary Shares from amongst either the A or B Directors for a term of one year from the date of adoption of these Articles of Association. After the expiration of the said period of one year the Chairman shall be appointed by a majority of the holders of the "B" Ordinary Shares from amongst either the A or B Directors for a term of one year from the end of the period of office of the preceding Chairman. The appointment of the Chairman thereafter shall be made turn and turn about by the majority of the holders of the "A" Ordinary Shares and the majority of the holders of the "B" Ordinary Shares respectively and each such appointment to be of the duration of one year from the end of the period of office of the preceding Chairman. In the absence from any meeting of the Directors of the person

elected Chairman a Director or Alternate Director appointed by the same class of shareholder as appointed the Chairman shall act as Chairman. The Chairman shall not have a casting vote. Regulations 98, 101 and 104 of Table A shall be modified accordingly.

24. AT any meeting of the Directors each Director shall have one vote but no resolution of the Directors shall be effective unless the vote of at least one of the A Directors and one of the B Directors present or of their respective Alternate Directors is cast in favour thereof.

25. THE Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they shall think fit. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of a meeting of Directors shall be in writing and delivered or sent by post to each Director at his address in the United Kingdom last notified to the Company.

26. A resolution in writing signed by all the A Directors and all the B Directors or their respective Alternate Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form each signed by one or more persons. Regulation 106 of Table A shall not apply.

27. (a) The holders of a majority of the "A" Ordinary Shares may at any time appoint any person to be the

Alternate Director of any A Director or a number of such persons of whom anyone present at any meeting shall be the Alternate Director of such A Director and such holders may at any time terminate such appointment. Any such appointment or termination shall be effected as provided in Article 17 hereof. The same person may be appointed as the Alternate Director of more than one Director. If at any meeting of the Directors less than three A Directors or their Alternates shall be present the A Director or A Directors present at such meeting shall be deemed to be the Alternate or Alternates of the A Director or A Directors not attending. The holders of a majority of the "B" Ordinary Shares shall have a similar right to appoint or terminate the appointment of any Alternate Director of any B Director and the provisions set out above shall apply mutatis mutandis to the B Directors or their Alternates.

(b) The appointment of an Alternate Director shall ipso facto determine:-

- (i) on the happening of any event which if he were a Director would render him legally disqualified from acting as a Director; or
- (ii) if he shall have a receiving order made against him or shall compound with his creditors generally; or
- (iii) if he becomes a patient for the purposes of Part

WILL of the Mental Health Act 1959 or becomes of unsound mind; or

(iv) if he shall resign by writing under his hand left at the registered office.

His appointment as Alternate Director of a Director shall also determine ipso facto if the Director concerned (below called "his principal") shall cease for any reason to be a Director

(c) An Alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notice of meetings of the Directors and of any committee of the Directors or Management Committee of which his principal is a member and to attend and vote as a Director and be counted in the quorum at any such meeting at which his principal is not personally present and generally at such meeting to perform all functions of his principal as a Director.

(d) An Alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director but shall not in respect of such appointment be entitled to receive any remuneration from the Company. An Alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.

28. THE Directors may from time to time appoint any person to an office or employment having a designation or

title including the word "Director" or attach to any existing office or employment with the Company such a designation or title. The inclusion of the word "Director" in the designation or title of any office or employment with the Company (other than the office of Managing or Joint Managing or Deputy or Assistant Managing Director) shall not imply that the holder thereof is a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of these Articles.

29. A Director may vote in respect of any contract or arrangement in which he is interested and be counted in the quorum present at any meeting at which any such contract or arrangement is proposed or considered, and if he shall so vote his vote shall be counted. This Article shall have effect in substitution for paragraphs (2) and (4) of Regulation 84 of Table A which paragraphs shall not apply to the Company.

30. THE Directors shall have no power to make any decision or pass any resolution upon any of the following matters without the Class Consent of the holders of both "A" Ordinary Shares and "B" Ordinary Shares :-

- (a) the creation of any mortgage charge lien or other encumbrance on the undertaking property or assets of the Company
- (b) the acquisition or disposal of any freehold or

Leasehold lands

- (c) the adoption of any programme of capital expenditure or any acquisition or disposal of a capital item at a cost in either case exceeding an amount fixed by the Company from time to time by Ordinary Resolution (or such other sum as all the members of the Company may from time to time agree in writing) and for this purpose capital expenditure shall be deemed to include the capital value (determined on an open market basis) of any items acquired on lease hire purchase credit or deferred sale terms
- (d) any borrowings other than bank overdraft facilities not exceeding £50,000 and for this purpose "borrowings" shall mean the total of :-
- (i) all amounts owing on any debenture debenture stock bond or other security (whether or not secured on a charge on assets of the Company)
 - (ii) all amounts owing in respect of any loan advance facility or acceptance credit from or with any bank acceptance house or finance company
 - (iii) the maximum amount that could fall to be paid by the Company under any guarantee or indemnity
 - (iv) the total amount payable under any agreement for the conditional purchase of any asset and the total amount raised under any agreement for factoring debts or discounting bills or any similar transaction

- (e) the giving of any guarantee or indemnity
- (f) any increase or reduction in authorised or issued share capital
- (g) any increase in the total emoluments of the Directors for any financial year above the sum fixed from time to time by the Company by Ordinary Resolution
- (h) any loans to members or an Associated Company of a Member
- (i) any merger or amalgamation with or the acquisition of any interest in any other corporate body firm or business
- (j) the incorporation of a subsidiary as defined in the Act

INDEMNITY .

31. SUBJECT to the provisions of the Act, every Director, Auditor, Secretary or other office of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

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930, 757, 57

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18 AUG 1981

REGISTRATION

ARNOLD SAND LIMITED

An Extraordinary General Meeting of the
Shareholders was held at Daybrook Square
Arnold on Tuesday 28th July 1981 at 4.30 pm

PRESENT: Mr S C Whittle - Chairman
Mr B D Andrews - Director
Mr E Hughes - Director

IN ATTENDANCE: Mr M C Lee - General Manager -
Econowaste Limited
Mr J H Jones - Meeting Secretary

An apology for absence was received from H S Charley

CHANGE OF
NAME

18. The Extraordinary General Meeting of the Shareholders had been called at short notice for the purpose of considering a special resolution to effect a change of name of the Company.

It was resolved that

- (a) Subject to the approval of the Registrar of Companies the name of the Company be changed to Arnold Waste Disposal Limited and
(b) The Meeting Secretary be instructed to give notification of Change of Name to all concerned.



n/w
£40
984 786

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 930757

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I hereby certify that

ARNOLD SAND LIMITED

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

ARNOLD WASTE DISPOSAL LIMITED

Given under my hand at Cardiff the

3RD SEPTEMBER 1981

A handwritten signature in dark ink, appearing to be 'J. J. Jones' or similar, written over a horizontal line.

Assistant Registrar of Companies

No:

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

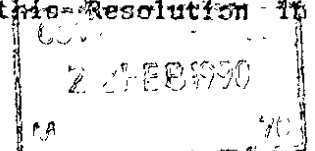
of

ARNOLD WASTE DISPOSAL LIMITED

Passed 17th October 1989

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened, and held on 17th October 1989, the following Resolutions were passed a SPECIAL RESOLUTIONS

- (1) That the authorised share capital of the Company be reorganised by the conversion of 500 unissued ordinary "A" shares of 1p each into 500 "C" Ordinary Shares of 1p each and the conversion of 500 unissued "B" Ordinary Shares of 1p each into 500 "D" Ordinary Shares of 1p each and that such "C" Ordinary Shares and "D" Ordinary Shares rank pari passu in all respects with the "A" Ordinary Shares of 1p each and the "B" Ordinary Shares of 1p each in the capital of the Company.
- (2) That with effect from the date of this Resolution the Directors are, pursuant to section 80 of the Companies Act 1985, generally and unconditionally authorised to allot unissued shares in the authorised share capital of the Company at the date of this Resolution in



accordance with the provisions of Article 5 in the Articles of Association of the Company at any time or times during the period of 5 years from the date hereof unless previously renewed, revoked or varied save that the Directors may, notwithstanding such expiry, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement made by the Company before the expiry of this authority.

(3) That the Articles of Association of the Company be altered by:-

(i) The deletion of the existing Article 3 and the insertion of the following new Article:

"3. The share capital of the Company is £250,000 divided into 1,041,270 "A" Ordinary Shares of 1p each 1,041,270 "B" Ordinary Shares of 1p each 500 "C" Ordinary Shares of 1p each 500 "D" Ordinary Shares of 1p each and 2,291,646 Deferred Shares of 10p each. The "A" "B" "C" and "D" Ordinary Shares shall have as specifically provided in these Articles rank equally and pari passu in all respects. The rights of the Deferred Shares shall be as follows:-

(a) The Deferred Shares shall entitle the holders thereof to a fixed non-cumulative dividend at the rate of 5% per annum for any financial year of the Company in respect of which the net profits of the Company available for dividend (as certified by the auditors of the Company, whose decision shall be final and binding) exceeds £10,000,000.

(b) On a winding up the holders of the Deferred Shares shall be entitled out of the surplus assets of the Company to a return of the capital paid up on the Deferred Shares held

by them respectively after a total sum of £100,000 has been distributed in such winding up in respect of each of the "A" "B" "C" and "D" Ordinary Shares of 1p of the Company.

(c) Save as provided in this Article the holders of the Deferred Shares shall not be entitled to any participation in the profits or assets of the Company.

(d) The Deferred Shares shall not entitle the holders thereof to attend or vote at any general meeting of the Company by virtue or in respect of their holdings of such Deferred Shares.

(ii) By the deletion of the existing Article 5(B) and by the insertion of the following new Article:-

"5(B) Any shares issued after the date of adoption of these Articles shall consist partly of "A" Ordinary Shares partly of "B" Ordinary Shares partly of "C" Ordinary Shares and partly of "D" Ordinary Shares and shall be divided amongst such classes of shares in proportion to the number of "A" Ordinary Shares "B" Ordinary Shares "C" Ordinary Shares and "D" Ordinary Shares respectively in issue immediately prior to such new issue. The following provisions shall apply to any such new shares:-

(i) Such new "A" Ordinary Shares shall (upon being issued) be offered by the Directors at such price per share ("the Issue Price") as the Directors shall think fit to the then existing holders of "A" Ordinary Shares in proportion to the "A" Ordinary Shares then held by them respectively and they shall be entitled to accept such offer as to the whole or part of the "A" Ordinary Shares comprised therein by notice in writing served upon the

Company at its registered office within 28 days from the date of receipt of the offer and they may further specify in such notice their willingness to take surplus shares. If any shares shall not be accepted as aforesaid the same shall be offered to the holders of "A" Ordinary Shares who have specified their willingness to take surplus shares as aforesaid but so that no holder shall be required to take more surplus shares than he has expressed his willingness to accept. In the case of competition between holders of "A" Ordinary Shares the surplus shares shall be offered to them in proportion to their holdings of "A" Ordinary Shares immediately prior to such new issue. Subject thereto, any new "A" Ordinary Shares still unaccepted shall be offered by the Directors at the Issue Price to the then existing holders of "B" Ordinary Shares "C" Ordinary Shares and "D" Ordinary Shares then held by them respectively and like provisions as to acceptance and surplus shares shall apply.

- (ii) Such new "B" Ordinary Shares shall be offered at the Issue Price and upon the like conditions as to acceptance and surplus shares to the then existing holders of "B" Ordinary Shares in proportion to the "B" Ordinary Shares then held by them respectively. Any "B" Ordinary Shares still unaccepted shall then be offered at the Issue Price to the holders of "A" Ordinary Shares "C" Ordinary Shares and "D" Ordinary Shares according to their holdings of "A" Ordinary Shares "C" Ordinary Shares and "D" Ordinary Shares upon the like conditions as to acceptance and surplus shares.

(iii) Such new "C" Ordinary Shares shall be offered at the Issue Price and upon the like conditions as to acceptance and surplus shares to the then existing holders of "C" Ordinary Shares in proportion to the "C" Ordinary Shares then held by them respectively. Any "C" Ordinary Shares still unaccepted shall then be offered at the Issue Price to the holders of "A" Ordinary Shares "B" Ordinary Shares and "D" Ordinary Shares according to their holding of "A" Ordinary Shares "B" Ordinary Shares and "D" Ordinary Shares upon the like conditions as to acceptance and surplus shares.

(iv) Such new "D" Ordinary Shares shall be offered at the Issue Price and upon the like conditions as to acceptance of surplus shares to the then existing holders of "D" Ordinary Shares in proportion to the "D" Ordinary Shares then held by them respectively. Any "D" Ordinary Shares still unaccepted shall be offered at the Issue Price to the holders of "A" Ordinary Shares and "B" Ordinary Shares and "C" Ordinary Shares according to their holding of "A" Ordinary Shares "B" Ordinary Shares and "C" Ordinary Shares upon the like conditions as to acceptance and surplus shares.

(v) Any Ordinary Shares issued to a person who is already a holder of Ordinary Shares of a particular class shall be designated as shares of that class and shall accordingly be subject to such of the provisions of these Articles as are applicable to the shares of that class."

(iii) By the deletion of the existing Article 8 and by the insertion of the following new Article:-

"8. ANY share may at any time be transferred (and the Directors shall register such transfer):-

(1) to a member holding shares of the same class, or

(2) by a member (in this sub-paragraph (2) called "the Member") being a corporate body to any Associated Company of the Member (as hereinafter defined) and so that any shares so transferred may be at any time transferred to any other Associated Company of the Member. For the purpose of these Articles "Associated Company of a Member" shall mean :-

(a) in the case of a member holding "A" Ordinary Shares and "C" Ordinary Shares (when issued) any company in which lineal descendants of George Whittle and Carrington Whittle and/or their respective spouses widowers or widows and/or personal representatives or Trustees of any trust holding assets principally for the benefit of such persons as aforesaid shall hold between them (or have the power to exercise) voting rights conferring in aggregate more than fifty per centum of the total voting rights conferred by all the shares in the capital of such company other than those with restricted voting rights and

(b) in the case of a member holding "B" Ordinary Shares and "D" Ordinary Shares (when issued) Tarmac plc and any company for the time being its subsidiary. On any transfer to an Associated Company of the Member the Member

shall require the transferee to agree that upon the transferee ceasing to be an Associated Company of the Member the transferee shall transfer the shares to the Member or an Associated Company of the Member and, unless the Member produces evidence to the satisfaction of the Directors that the transferees have so agreed, the transfer shall not be regarded as being made pursuant to this sub-paragraph (2); or

- (3) to any person with a Class Consent of the holders of "A" Ordinary Shares and the holders of "B" Ordinary Shares and the holders of the "C" Ordinary Shares and the holders of the "D" Ordinary Shares; or
- (4) in accordance with the provisions of Article 9 hereof.

Provided always that on any member who acquired shares as an Associated Company of a Member pursuant to sub-paragraph (2) of this Article ceasing to be an Associated Company of a Member or former member such former Associated Company shall give written notice of such cessation to the Company and the Directors shall give written notice to such Member requiring it to transfer the shares to the Member or an Associated Company of the Member and if such Member shall fail to deliver such a transfer of the shares for registration within 14 days of such notice then it shall at the expiration of such period of fourteen days be deemed to have given a

Transfer Notice in respect of the shares under the provisions of Article 9 hereof but so that such member shall be deemed to have given written notice pursuant to Article 9(4) hereof for the fair value of such shares to be determined."

(iv) By the deletion of the existing Article 9, and by the insertion of the following new Article:-

- "9. (1) No share shall save as provided in Article 8 be transferred to any person unless and until the rights of pre-emption conferred by this Article shall have been exhausted.
- (2) Any Member (hereinafter called "the Vendor") desiring to transfer its shares (a transfer of part only of its shares not being permitted under the provisions of this Article) shall give notice in writing of such desire (hereinafter called "a Transfer Notice") to the Company and shall specify therein the price at which the Vendor is prepared to sell such shares. A Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the shares or share specified therein (hereinafter called "the Sale Shares") in accordance with the following provisions of this Article. A Transfer Notice may contain a provision that unless all the Sale Shares are sold by the Company pursuant to this Article none shall be sold and any such provision shall be binding on the Company.

(3) The Company shall, within seven days of receipt of the Transfer Notice offer the whole of the said shares at the price in manner following :-

(i) So far as the Transfer Notice comprises "A" Ordinary Shares in the capital of the Company such shares shall be offered in the first instance to all the members other than the Vendor holding "A" Ordinary Shares in the capital of the Company and next (failing acceptance within the period hereinafter specified by members holding "A" Ordinary Shares) to all the members (other than the Vendor) holding "B" Ordinary Shares

(ii) So far as the Transfer Notice comprises "B" Ordinary Shares in the capital of the Company such shares shall be offered in the first instance to all the members holding "B" Ordinary Shares in the capital of the Company other than the Vendor and next (failing acceptance within the period hereinafter specified by members holding "B" Ordinary Shares) to all the members (other than the Vendor) holding "A" Ordinary Shares

(iii) So far as the Transfer Notice comprises "C" Ordinary Shares in the capital of the Company such shares shall be offered in the first instance to all the members holding "C" Ordinary Shares in the capital of the Company other than the Vendor and next (failing

acceptance within the period hereinafter specified by members holding "D" Ordinary Shares) to all the members (other than the Vendor) holding "B" Ordinary Shares

(iv) So far as the Transfer Notice comprises "D" Ordinary Shares in the capital of the Company such shares shall be offered in the first instance to all the members holding "D" Ordinary Shares in the capital of the Company other than the Vendor and next (failing acceptance within the period hereinafter specified by members holding "D" Ordinary Shares) to all the members (other than the Vendor) holding "A" Ordinary Shares

Each of the shareholders of the class to whom any such shares are offered may accept the whole of the shares comprised in the offer but not part hereof within three months from the date of receipt of such offer but so that any acceptance may be withdrawn at any time before the expiry of such period but unless so withdrawn shall become binding at the expiration of such period. If more than one of the said shareholders shall accept the whole of the said shares such shares shall be deemed to be accepted by the shareholders so accepting in proportion to their respective holdings of shares in the Company. The Directors shall register any transfer made pursuant to the foregoing provisions of this sub-paragraph (3).

(4) If any member receiving such an offer shall within a period of 14 days from the date of such offer so request by notice in writing to the Company the fair value of the Sale Shares shall be determined at the joint expense of the requesting member and the Vendor as at the date of the Transfer Notice. The fair value shall be such value as an independent firm of chartered accountants shall certify in writing as being in their opinion the fair value of the Sale Shares (valued by assessing the value as between a willing purchaser and a willing vendor of the whole of the issued share capital of the Company and ascribing to the Sale Shares the same proportion of the value so assessed as the Sale Shares bear to the total number of shares in the capital of the Company then in issue) and such certificate shall be binding on the Vendor. Such independent firm of chartered accountants shall be appointed by agreement between the Vendor and the requesting member or in default of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales and in giving their opinion shall act as experts and not as Arbitrators.

(5) If a request is made under paragraph (4) any offer made under paragraph (3) shall remain open for acceptance until the expiry of 28 days after the giving of a certificate under paragraph (4) copies of which shall be sent by the Company to the Vendor.

and each member who shall have received an offer of Sale Shares and any acceptance of such offer whether made before or after the date of such certification shall be deemed to be an acceptance at a lower of the price specified in the Transfer Notice and the fair value so certified. Provided however that if the Vendor shall be dissatisfied with the fair value as so certified he shall be entitled by notice in writing to the Company at any time within the periods of 28 days after receipt of such certificate to withdraw his Transfer Notice in which event all acceptances shall be void and of no effect.

- (6) If any acceptance of any offer shall become binding in accordance with its terms or this Article the Vendor shall be bound to transfer the Sale Shares so accepted to the purchasing member upon payment of the purchase price and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed the attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the shares to the purchasing member against payment of the price to the Company. On payment of the price to the Company the purchasing member shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchasing member shall be entitled to insist upon

his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.

(7) Provided the Vendor shall not have withdrawn his Transfer Notice pursuant to paragraph (5) of this Article he shall be entitled at any time within 3 months after the expiry of the period for acceptance of offers made pursuant to paragraph (3) above to transfer:

(a) any Sale Shares which shall not have been accepted by other members and

(b) any Sale Shares for which the member accepting the offer shall have failed to make payment within 14 days after his acceptance shall have become binding to any person at any price not less than that specified by him in the Transfer Notice and the Directors shall be bound to register any such transfer.

(8) In any of the following events:-

(a) the death or bankruptcy of a member

(b) in the case of a corporate member the commencement of winding-up thereof (other than for the purposes of amalgamation or reconstruction) or the appointment of a receiver and manager of any part of its undertaking

(c) in the case of a corporate member a change of control of such member which for the purpose of these Articles shall mean:-

(i) in the case of a member holding "A" Ordinary Shares or "C" Ordinary Shares the lineal descendants of George Whittle and Carrington Whittle and/or their respective spouses widowers or widows and/or personal representatives or Trustees of any trust holding assets principally for the benefit of such persons as aforesaid ceasing to hold between them or have the power to exercise voting rights conferring in aggregate more than fifty per centum of the total voting rights conferred by all the shares in the capital of such corporate member other than those with restricted voting rights

(ii) in the case of a member holding "B" Ordinary Shares or "D" Ordinary Shares the occasion of that member ceasing to be a subsidiary of Tarmac plc or Tarmac plc itself becoming a subsidiary of some other company

(d) in the case of all members holding "B" Ordinary Shares or "D" Ordinary Shares the termination for whatever reason of an Agreement dated Seventh June 1982 between the

Company and Tarmac Econowaste Limited (then
Econowaste Limited)

the Company shall forthwith upon becoming aware of such event notify all members thereof and shall subject to first obtaining a Class Consent from either the holders of "A" Ordinary Shares or the holders of "B" Ordinary Shares serve notice upon such member or members his personal representatives its Receiver or Liquidator as the case may be requiring such member or members as aforesaid within 28 days of such notice to transfer all his or its shares in accordance with Article 8 hereof and in the event of such member failing to make such transfer within the said period of 28 days the member shall be deemed to have given a transfer notice or notices in respect of all his or its shares (but so that such member shall be deemed to have given written notice of a request pursuant to Article 9(4) hereof for the fair value of such shares to be determined) at the date of expiration of the said period of 28 days and thereupon all the provisions of this Article shall apply as if such notice or notices had then been given.

(9) The members holding all the issued Ordinary Shares in the Company may if they think fit agree in writing to waive the provisions of this Article in any particular case.

(4) By the deletion of the existing Article 10 and by the insertion of the following new Article:-

"10(a) TWO members present in person or by proxy shall be a quorum at any General Meeting provided that such quorum shall throughout the meeting include one person being or representing a holder of any of the "A" or "C" Ordinary Shares and one being or representing a holder of any of the "B" or "D" Ordinary Shares. Regulation 53 of Table A shall be modified accordingly.

(b) If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting shall be dissolved. Regulation 54 of Table A shall be modified accordingly."

(5) By the deletion of the existing Article 13 and by the insertion of the following new Article:-

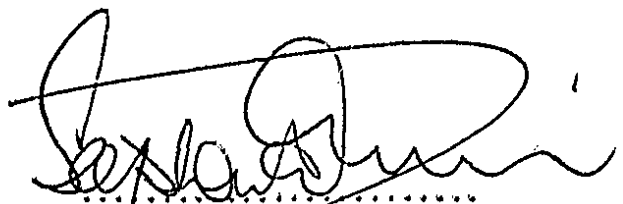
"13. ON a show of hands every member present in person shall have one vote, and on a poll each member holding an "A" Ordinary Share shall have one vote for every "A" Ordinary Share of which he is the holder and a member holding a "B" Ordinary Share shall have one vote for every "B" Ordinary Share of which he is a holder and a member holding a "C" Ordinary Share shall have one vote for every "C" Ordinary Share of which he is the holder and a member holding a "D" Ordinary Share shall have one vote for every "D" Ordinary Share of which he is the holder. Provided that:

- (i) No shares of any one class shall confer any right to vote upon a resolution for the removal from office of a Director appointed by holders of shares of the other class, and
- (ii) on a resolution of the Company in General Meeting to remove an A Director the "A" Ordinary Shares shall on a poll carry ten votes for every such "A" Ordinary Share.

On such a resolution to remove a B Director the "B" Ordinary Shares shall on a poll carry ten votes per share, and

(iii) on any resolution of the Company in General Meeting to remove a Director appointed by the holders of shares of either "A" or "B" shares the holders of shares of the other of such classes shall be deemed to have given and not withdrawn a proxy in favour of the holders of shares of the class which appointed such director or such of them as attend such meeting and a vote given in pursuance of such proxy shall be accepted in preference to any vote cast by a member or members deemed to have given it

(iv) if at any meeting a holder of any shares of either class "A" or "B" is not present in person or by proxy the votes exercisable on a poll in respect of the shares of the same class held by members present in person or by proxy shall be pro tanto increased so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the shares of that class if all the holders thereof were present. Regulation 62 of Table A shall not apply."



CHAIRMAN -

THE COMPANIES ACTS 1948 to 1988COMPANY LIMITED BY SHARESARTICLES OF ASSOCIATION

of

ARNOLD WASTE DISPOSAL LIMITED

(Amended by Special Resolution passed on 17th October 1989)

PRELIMINARY

1. THE regulations contained in Part 1 of Table A in the First Schedule to the Companies Act 1948 (hereinafter called "the Act") shall, except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles, apply to the Company. References herein to regulations of Table A are to Part 1 of Table A unless otherwise stated.

PRIVATE COMPANY

2. THE Company is a Private Company, and accordingly the restrictions contained in Regulation 2 of Part II of Table A shall apply.

SHARE CAPITAL

3. The share capital of the Company is £250,000 divided into 1,041,270 "A" Ordinary Shares of 1p each 1,041,270 "B" Ordinary Shares of 1p each 500 "C" Ordinary Shares of 1p each and 500 "D" Ordinary Shares of 1p each and 2,291,646 Deferred Shares of 10p each. The "A" "B" "C" and "D" Ordinary

Shares shall save as specifically provided in these Articles rank equally and pari passu in all respects. The rights of the said Deferred Shares shall be as follows:-

- (a) The said Deferred Shares shall entitle the holders thereof to a fixed non-cumulative dividend at the rate of 5 per cent per annum for any financial year of the Company in respect of which the net profits of the Company available for dividend (as certified by the auditors of the Company, whose decision shall be final and binding) exceed £10,000,000.
- (b) On a winding up the holders of the Deferred Shares shall be entitled out of the surplus assets of the Company to a return of the capital paid up on the Deferred Shares held by them respectively after a total sum of £100,000 has been distributed in such winding up in respect of each of the "A" "B" "C" and "D" Ordinary Shares of 1p of the Company.
- (c) Save as provided in this Article the holders of the Deferred Shares shall not be entitled to any participation in the profits or assets of the Company.
- (d) The Deferred Shares shall not entitle the holders thereof to attend or vote at any General Meeting of the Company by virtue or in respect of their holdings of such Deferred Shares.

4. IN these Articles the expression "Class Consent" shall mean the consent in writing of the holders of three fourths of the issued shares of the relevant class or the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of shares of that class and to every such separate General Meeting the provisions of Table A relating to general meetings shall apply except that the necessary quorum shall be two persons at least holding or representing by proxy three fourths of the

issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

ISSUE OF SHARES AND INCREASE OF CAPITAL

5. (A) The capital of the Company shall not be increased nor shall the Directors have power to issue or allot further shares without Class Consent of each class of shares. Accordingly regulation 44 of Table A shall not apply.

(B) Any shares issued after the date of adoption of these Articles shall consist partly of "A" Ordinary Shares partly of "B" Ordinary Shares partly of "C" Ordinary Shares and partly of "D" Ordinary Shares and shall be divided amongst such classes of shares in proportion to the number of "A" Ordinary Shares "B" Ordinary Shares "C" Ordinary Shares and "D" Ordinary Shares respectively in issue immediately prior to such new issue. The following provisions shall apply to any such new shares:-

(i) Such new "A" Ordinary Shares shall (upon being issued) be offered by the Directors at such price per share ("the Is Price") as the Directors shall think fit to the then existing holders of "A" Ordinary Shares in proportion to the "A" Ordinary Shares then held by them respectively and they shall be entitled to accept such offer as to the whole or part of the "A" Ordinary Shares comprised therein by notice in writing served upon the Company at its registered office within 28 days from the date of receipt of the offer and they may further specify in such notice their willingness to take surplus shares. If any shares shall not be accepted as aforesaid the same

shall be offered to the holders of "A" Ordinary Shares who have specified their willingness to take surplus shares as aforesaid but so that no holder shall be required to take more surplus shares than he has expressed his willingness to accept. In the case of competition between holders of "A" Ordinary Shares the surplus shares shall be offered to them in proportion to their holdings of "A" Ordinary Shares immediately prior to such new issue. Subject thereto, any new "A" Ordinary Shares still unaccepted shall be offered by the Directors at the Issue Price to the then existing holders of "B" Ordinary Shares "C" Ordinary Shares and "D" Ordinary Shares then held by them respectively and like provisions as to acceptance and surplus shares shall apply.

(ii) Such new "B" Ordinary Shares shall be offered at the Issue Price and upon the like conditions as to acceptance and surplus shares to the then existing holders of "B" Ordinary Shares in proportion to the "B" Ordinary Shares then held by them respectively. Any "B" Ordinary Shares still unaccepted shall then be offered at the Issue Price to the holders of "A" Ordinary Shares "C" Ordinary Shares and "D" Ordinary Shares according to their holdings of "A" Ordinary Shares "C" Ordinary Shares and "D" Ordinary Shares upon the like conditions as to acceptance and surplus shares.

(iii) Such new "C" Ordinary Shares shall be offered at the Issue Price and upon the like conditions as to acceptance and surplus shares to the then existing holders of "C" Ordinary Shares in proportion to the "C" Ordinary Shares

then held by them respectively. Any "C" Ordinary Shares still unaccepted shall then be offered at the Issue Price to the holders of "A" Ordinary Shares "B" Ordinary Shares and "D" Ordinary Shares according to their holding of "A" Ordinary Shares "B" Ordinary Shares and "D" Ordinary Shares upon the like conditions as to acceptance and surplus shares.

(iv) Such new "D" Ordinary Shares shall be offered the Issue Price and upon the like conditions as to acceptance of surplus shares to the then existing holders of "D" Ordinary Shares in proportion to the "D" Ordinary Shares then held by them respectively. Any "D" Ordinary Shares still unaccepted shall be offered at the Issue Price to the holders of "A" Ordinary Shares and "B" Ordinary Shares and "C" Ordinary Shares according to their holding of "A" Ordinary Shares "B" Ordinary Shares and "C" Ordinary Shares upon the like conditions as to acceptance and surplus shares.

(v) Any Ordinary Shares issued to a person who is already a holder of Ordinary Shares of a particular class shall be designated as shares of that class and shall accordingly be subject to such of the provisions of these Articles as are applicable to the shares of that class.

6. SUBJECT as aforesaid and save as provided by any other provision in these Articles to the contrary all unissued shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think most beneficial to the Company but so that no

shares shall be issued at a discount except in accordance with Section 57 of the Act.

TRANSFER OF SHARES

7. AN instrument of transfer of fully-paid shares need not be signed by or on behalf of the transferee. Regulation 22 of Table A shall be modified accordingly.

8. ANY share may at any time be transferred (and the Directors shall register such transfer):-

- (1) to a member holding shares of the same class, or
- (2) by a member (in this sub-paragraph (2) called "the Member") being a corporate body to any Associated Company of the Member (as hereinafter defined) and so that any shares so transferred may be at any time transferred to any other Associated Company of the Member. For the purpose of these Articles "Associated Company of a Member" shall mean :-

- (a) in the case of a member holding "A" Ordinary Shares and "C" Ordinary Shares (when issued) any company in which lineal descendants of George Whittle and Carrington Whittle and/or their respective spouses widowers or widows and/or personal representatives or Trustees of any trust holding assets principally for the benefit of such persons as aforesaid shall hold between them (or have the power to exercise) voting rights conferring in aggregate more than fifty per centum of the total voting rights conferred by all the shares in the capital of such company other than those with restricted voting rights and

(b) in the case of a member holding "A" Ordinary Shares and "B" Ordinary Shares (when issued) Tarmac plc and any company for the time being its subsidiary. On any transfer to an Associated Company of the Member the Member shall require the transferee to agree that upon the transferee ceasing to be an Associated Company of the Member the transferee shall transfer the shares to the Member or an Associated Company of the Member and, unless the Member produces evidence to the satisfaction of the Directors that the transferees have so agreed, the transfer shall not be regarded as being made pursuant to this sub-paragraph (2); or

(3) to any person with a Class Consent of the holders of "A" Ordinary Shares and the holders of "B" Ordinary Shares and the holders of the "C" Ordinary Shares and the holders of the "D" Ordinary Shares; or

(4) in accordance with the provisions of Article 9 hereof.

Provided always that on any member who acquired shares as an Associated Company of a Member pursuant to sub-paragraph (2) of this Article ceasing to be an Associated Company of a Member or former member such former Associated Company shall give written notice of such cessation to the Company and the Directors shall give written notice to such Member requiring it to transfer the shares to the Member or an Associated Company of the Member and if such Member shall fail to deliver such a transfer of the shares for registration within 14 days of such notice then it shall at the expiration of such period of fourteen days be deemed to have given a Transfer Notice in respect of the shares under the provisions of Article 9 hereof but so that such member shall be deemed to have given written notice pursuant to Article 9(4) hereof for the fair value of such shares to be determined.

9. (1) No share shall save as provided in Article 8 be transferred to any person unless and until the rights of pre-emption conferred by this Article shall have been exhausted.
- (2) Any Member (hereinafter called "the Vendor") desiring to transfer its shares (a transfer of part only of its shares not being permitted under the provisions of this Article) shall give notice in writing of such desire (hereinafter called "a Transfer Notice") to the Company and shall specify therein the price at which the Vendor is prepared to sell such shares. A Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the shares or share specified therein (hereinafter called "the Sale Shares") in accordance with the following provisions of this Article. A Transfer Notice may contain a provision that unless all the Sale Shares are sold by the Company pursuant to this Article none shall be sold and any such provision shall be binding on the Company.
- (3) The Company shall, within seven days of receipt of the Transfer Notice offer the whole of the said shares at the price in manner following :-
- (i) So far as the Transfer Notice comprises "A" Ordinary Shares in the capital of the Company such shares shall be offered in the first instance to all the members other than the Vendor holding "A" Ordinary Shares in the capital of the Company and next (failing acceptance within the period hereinafter specified by members holding "A" Ordinary Shares) to all the members (other than the Vendor) holding "B" Ordinary Shares
- (ii) So far as the Transfer Notice comprises "B" Ordinary Shares in the capital of the Company such shares shall be

offered in the first instance to all the members holding "B" Ordinary Shares in the capital of the Company other than the Vendor and next (failing acceptance within the period hereinafter specified by members holding "B" Ordinary Shares) to all the members (other than the Vendor) holding "A" Ordinary Shares

(iii) So far as the Transfer Notice comprises "C" Ordinary Shares in the capital of the Company such shares shall be offered in the first instance to all the members holding "C" Ordinary Shares in the capital of the Company other than the Vendor and next (failing acceptance within the period hereinafter specified by members holding "C" Ordinary Shares) to all the members (other than the Vendor) holding "B" Ordinary Shares

(iv) So far as the Transfer Notice comprises "D" Ordinary Shares in the capital of the Company such shares shall be offered in the first instance to all the members holding "D" Ordinary Shares in the capital of the Company other than the Vendor and next (failing acceptance within the period hereinafter specified by members holding "D" Ordinary Shares) to all the members (other than the Vendor) holding "A" Ordinary Shares

Each of the shareholders of the class to whom any such shares are offered may accept the whole of the shares comprised in the offer but not part hereof within three months from the date of receipt of such offer but so that any acceptance may be withdrawn at any time before the expiry of such period but unless so withdrawn shall become binding at the expiration of such period. If more than one of the said shareholders shall

accept the whole of the said shares such shares shall be deemed to be accepted by the shareholders so accepting in proportion to their respective holdings of shares in the Company. The Directors shall register any transfer made pursuant to the foregoing provisions of this sub-paragraph (3).

- (4) If any member receiving such an offer shall within a period of 14 days from the date of such offer so request by notice in writing to the Company the fair value of the Sale Shares shall be determined at the joint expense of the requesting member and the Vendor as at the date of the Transfer Notice. The fair value shall be such value as an independent firm of chartered accountants shall certify in writing as being in their opinion the fair value of the Sale Shares (valued by assessing the value as between a willing purchaser and a willing vendor of the whole of the issued share capital of the Company and ascribing to the Sale Shares the same proportion of the value so assessed as the Sale Shares bear to the total number of shares in the capital of the Company then in issue) and such certificate shall be binding on the Vendor. Such independent firm of chartered accountants shall be appointed by agreement between the Vendor and the requesting member or in default of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales and in giving their opinion shall act as experts and not as Arbitrators.
- (5) If a request is made under paragraph (4) any offer made under paragraph (3) shall remain open for acceptance until the expiry of 28 days after the giving of a certificate under paragraph (4) copies of which shall be sent by the Company to the Vendor and each member who shall have received an offer of Sale Shares

and any acceptance of such offer whether made before or after the date of such certification shall be deemed to be an acceptance at a lower of the price specified in the Transfer Notice and the fair value so certified. Provided however that if the Vendor shall be dissatisfied with the fair value as so certified he shall be entitled by notice in writing to the Company at any time within the periods of 28 days after receipt of such certificate to withdraw his Transfer Notice in which event all acceptances shall be void and of no effect.

- (6) If any acceptance of any offer shall become binding in accordance with its terms or this Article the Vendor shall be bound to transfer the Sale Shares so accepted to the purchasing member upon payment of the purchase price and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed the attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the shares to the purchasing member against payment of the price to the Company. On payment of the price to the Company the purchasing member shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchasing member shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.
- (7) Provided the Vendor shall not have withdrawn his Transfer Notice pursuant to paragraph (5) of this Article he shall be

entitled at any time within 3 months after the expiry of the period for acceptance of offers made pursuant to paragraph (3) above to transfer:

- (a) any Sale Shares which shall not have been accepted by other members and
- (b) any Sale Shares for which the member accepting the offer shall have failed to make payment within 14 days after his acceptance shall have become binding to any person at any price not less than that specified by him in the Transfer Notice and the Directors shall be bound to register any such transfer.

(8) In any of the following events:-

- (a) the death or bankruptcy of a member
- (b) in the case of a corporate member the commencement of winding-up thereof (other than for the purposes of amalgamation or reconstruction) or the appointment of a receiver and manager of any part of its undertaking
- (c) in the case of a corporate member a change of control of such member which for the purpose of these Articles shall mean:-
 - (i) in the case of a member holding "A" Ordinary Shares or "C" Ordinary Shares the lineal descendants of George Whittle and Carrington Whittle and/or their respective spouses widowers or widows and/or personal representatives or Trustees of any trust holding assets principally for the benefit of such persons as aforesaid ceasing to hold between them or have the power to exercise voting rights conferring in aggregate more than fifty per centum

of the total voting rights conferred by all the shares in the capital of such corporate member other than those with restricted voting rights

(ii) in the case of a member holding "B" Ordinary Shares or "D" Ordinary Shares the occasion of that member ceasing to be a subsidiary of Tarmac plc or Tarmac plc itself becoming a subsidiary of some other company

(d) in the case of all members holding "B" Ordinary Shares or "D" Ordinary Shares the termination for whatever reason of an Agreement dated Seventh June 1982 between the Company and Tarmac Econowaste Limited (then Econowaste Limited)

the Company shall forthwith upon becoming aware of such event notify all members thereof and shall subject to first obtaining a Class Consent from either the holders of "A" Ordinary Shares or the holders of "B" Ordinary Shares serve notice upon such member or members his personal representatives its Receiver or Liquidator as the case may be requiring such member or members as aforesaid within 28 days of such notice to transfer all his or its shares in accordance with Article 8 hereof and in the event of such member failing to make such transfer within the said period of 28 days the member shall be deemed to have given a transfer notice or notices in respect of all his or its shares (but so that such member shall be deemed to have given written notice of a request pursuant to Article 9(4) hereof for the fair value of such shares to be determined) at the date of expiration of the said period of 28 days and thereupon all the provisions of this Article shall apply as if such notice or notices had then been given.

- (9) The members holding all the issued Ordinary Shares in the Company may if they think fit agree in writing to waive the provisions of this Article in any particular case.

PROCEEDINGS AT GENERAL MEETINGS

10(a) TWO members present in person or by proxy shall be a quorum at any General Meeting provided that such quorum shall throughout the meeting include one person being or representing a holder of any of the "A" or "C" Ordinary Shares and one being or representing a holder of any of the "B" or "D" Ordinary Shares. Regulation 53 of Table A shall be modified accordingly.

(b) If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting shall be dissolved. Regulation 54 of Table A shall be modified accordingly.

11. A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 58 of Table A shall be modified accordingly.

12. THE Chairman shall not be entitled to a second or casting vote. Regulation 60 of Table A shall not apply.

13. ON a show of hands every member present in person shall have one vote, and on a poll each member holding an "A" Ordinary Share shall have one vote for every "A" Ordinary Share of which he is the holder and a member holding a "B" Ordinary Share shall have one vote for every "B" Ordinary Share of which he is a holder and a member holding a "C" Ordinary Share shall have one vote for every "C" Ordinary Share of which he is the holder and a member holding a "D" Ordinary Share shall have one vote for every "D" Ordinary Share of which he is the holder. Provided that:

- (i) No shares of any one class shall confer any right to vote upon a resolution for the removal from office of a Director appointed by holders of shares of the other class, and
- (ii) on a resolution of the Company in General Meeting to remove an A Director the "A" Ordinary Shares shall on a poll carry ten votes for every such "A" Ordinary Share. On such a resolution to remove a B Director the "B" Ordinary Shares shall on a poll carry ten votes per share, and
- (iii) on any resolution of the Company in General Meeting to remove a Director appointed by the holders of shares of either "A" or "B" shares the holders of shares of the other of such classes shall be deemed to have given and not withdrawn a proxy in favour of the holders of shares of the class which appointed such director or such of them as attend such meeting and a vote given in pursuance of such proxy shall be accepted in preference to any vote cast by a member or members deemed to have given it
- (iv) if at any meeting a holder of any shares of either class "A" or "B" is not present in person or by proxy the votes exercisable on a poll in respect of the shares of the same class held by members present in person or by proxy shall be pro tanto increased so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the shares of that class if all the holders thereof were present. Regulation 62 of Table A shall not apply.

DIRECTORS

14. UNLESS and until otherwise resolved by Special Resolution of the Company, the Directors shall not be more than six in number of whom not more than three shall be appointed as provided in Article 17 below by the holders of the "A" Ordinary Shares and not more than three shall be appointed as provided in Article 17 below by the holders of the "B" Ordinary Shares. Regulation 75 of Table A shall not apply to the Company.

15. IN these Articles the expressions "A Director" and "B Director" respectively designate Directors according to the class of shares, holders of a majority of which have appointed them.

16. EACH Director shall hold office subject only to Article 19 hereof but may at any time be removed from office under Articles 13 or 17 hereof

17. ANY appointment or removal of a Director shall be in writing served on the Company and signed by or on behalf of the holders of a majority of the issued "A" Ordinary Shares or "B" Ordinary Shares as the case may be.

18. THE proviso in Regulation 79 of Table A shall not apply to the Company.

19. THE office of a Director shall be vacated in any of the following events, namely:

- (a) if he shall become prohibited by law from acting as a Director;
- (b) if he shall resign by writing under his hand left at the registered office;
- (c) if he shall have a receiving order made against him or shall compound with his creditors generally;
- (d) if he becomes a patient for the purposes of Part VIII of the Mental Health Act 1959 or becomes of unsound mind; or
- (e) if he shall be removed from office as herein provided, Regulation 88 of Table A shall not apply.

20. THE Directors shall not be subject to retirement by

rotation and accordingly Regulations 89 to 92 of Table A shall not apply and all other references in Table A to retirement by rotation shall be disregarded.

21. NO Director shall be appointed otherwise than as herein provided and accordingly Regulations 93 to 97 of Table A shall be modified appropriately.

22. THE quorum for a meeting of the Directors shall throughout the meeting be at least one A Director and one B Director (or in either case or both cases the Alternate Director of such a Director). Regulation 99 of Table A shall not apply.

23. THE Chairman of the Board of Directors shall be appointed initially by a majority of the holders of the "A" Ordinary Shares from amongst either the A or B Directors for a term of one year from the date of adoption of these Articles of Association. After the expiration of the said period of one year the Chairman shall be appointed by a majority of the holders of the "B" Ordinary Shares from amongst either the A or B Directors for a term of one year from the end of the period of office of the preceding Chairman. The appointment of the Chairman thereafter shall be made turn and turn about by the majority of the holders of the "A" Ordinary Shares and the majority of the holders of the "B" Ordinary Shares respectively and each such appointment to be of the duration of one year from the end of the period of office of the preceding Chairman. In the absence from any meeting of the Directors of the person

elected Chairman a Director or Alternate Director appointed by the same class of shareholder as appointed the Chairman shall act as Chairman. The Chairman shall not have a casting vote. Regulations 98, 101 and 104 of Table A shall be modified accordingly.

24. AT any meeting of the Directors each Director shall have one vote but no resolution of the Directors shall be effective unless the vote of at least one of the A Directors and one of the B Directors present or of their respective Alternate Directors is cast in favour thereof.

25. THE Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they shall think fit. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of a meeting of Directors shall be in writing and delivered or sent by post to each Director at his address in the United Kingdom last notified to the Company.

26. A resolution in writing signed by all the A Directors and all the B Directors or their respective Alternate Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form each signed by one or more persons. Regulation 106 of Table A shall not apply.

27. (a) The holders of a majority of the "A" Ordinary Shares may at any time appoint any person to be the

Alternate Director of any A Director or a number of such persons of whom anyone present at any meeting shall be the Alternate Director of such A Director and such holders may at any time terminate such appointment. Any such appointment or termination shall be effected as provided in Article 17 hereof. The same person may be appointed as the Alternate Director of more than one Director. If at any meeting of the Directors less than three A Directors or their Alternates shall be present the A Director or A Directors present at such meeting shall be deemed to be the Alternate or Alternates of the A Director or A Directors not attending. The holders of a majority of the "B" Ordinary Shares shall have a similar right to appoint or terminate the appointment of any Alternate Director of any B Director and the provisions set out above shall apply mutatis mutandis to the B Directors or their Alternates.

(b) The appointment of an Alternate Director shall ipso facto determine:-

- (i) on the happening of any event which if he were a Director would render him legally disqualified from acting as a Director; or
- (ii) if he shall have a receiving order made against him or shall compound with his creditors generally; or
- (iii) if he becomes a patient for the purposes of Part

VIII of the Mental Health Act 1959 or becomes of unsound mind; or

(iv) if he shall resign by writing under his hand left at the registered office.

His appointment as Alternate Director of a Director shall also determine ipso facto if the Director concerned (below called "his principal") shall cease for any reason to be a Director

- (c) An Alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notice of meetings of the Directors and of any committee of the Directors or Management Committee of which his principal is a member and to attend and vote as a Director and be counted in the quorum at any such meeting at which his principal is not personally present and generally at such meeting to perform all functions of his principal as a Director.
- (d) An Alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director but shall not in respect of such appointment be entitled to receive any remuneration from the Company. An Alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.

28. THE Directors may from time to time appoint any person to an office or employment having a designation or

title including the word "Director" or attach to any existing office or employment with the Company such a designation or title. The inclusion of the word "Director" in the designation or title of any office or employment with the Company (other than the office of Managing or Joint Managing or Deputy or Assistant Managing Director) shall not imply that the holder thereof is a Director of the Company nor shall such holder thereby be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any of the purposes of these Articles.

29. A Director may vote in respect of any contract or arrangement in which he is interested and be counted in the quorum present at any meeting at which any such contract or arrangement is proposed or considered, and if he shall so vote his vote shall be counted. This Article shall have effect in substitution for paragraphs (2) and (4) of Regulation 84 of Table A which paragraphs shall not apply to the Company.

30. THE Directors shall have no power to make any decision or pass any resolution upon any of the following matters without the Class Consent of the holders of both "A" Ordinary Shares and "B" Ordinary Shares :-

- (a) the creation of any mortgage charge lien or other encumbrance on the undertaking property or assets of the Company
- (b) the acquisition or disposal of any freehold or

leasehold lands

- (c) the adoption of any programme of capital expenditure or any acquisition or disposal of a capital item at a cost in either case exceeding an amount fixed by the Company from time to time by Ordinary Resolution (or such other sum as all the members of the Company may from time to time agree in writing) and for this purpose capital expenditure shall be deemed to include the capital value (determined on an open market basis) of any items acquired on lease hire purchase credit or deferred sale terms
- (d) any borrowings other than bank overdraft facilities not exceeding £50,000 and for this purpose "borrowings" shall mean the total of :-
 - (i) all amounts owing on any debenture debenture stock bond or other security (whether or not secured on a charge on assets of the Company)
 - (ii) all amounts owing in respect of any loan advance facility or acceptance credit from or with any bank acceptance house or finance company
 - (iii) the maximum amount that could fall to be paid by the Company under any guarantee or indemnity
 - (iv) the total amount payable under any agreement for the conditional purchase of any asset and the total amount raised under any agreement for factoring debts or discounting bills or any similar transaction

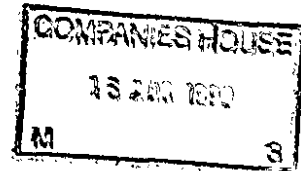
- (e) the giving of any guarantee or indemnity
- (f) any increase or reduction in authorised or issued share capital
- (g) any increase in the total emoluments of the Directors for any financial year above the sum fixed from time to time by the Company by Ordinary Resolution
- (h) any loans to members or an Associated Company of a Member
- (i) any merger or amalgamation with or the acquisition of any interest in any other corporate body firm or business
- (j) the incorporation of a subsidiary as defined in the Act

INDEMNITY

31. SUBJECT to the provisions of the Act, every Auditor, Secretary or other office of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

B/1579

Company Number: 930157



THE COMPANIES ACTS
1985 to 1989

RESOLUTIONS dated the 5th day of August 1992 agreed to by all the members of the Company taking effect as

ORDINARY, SPECIAL AND ELECTIVE RESOLUTIONS

of the members of

ARNOLD WASTE DISPOSAL LIMITED

presented for filing pursuant to Section 380(1) and (4)(bb) and (c) of the
Companies Act 1985

WE, being all the members of the above named Company, hereby resolve, and agree that resolution (1) shall take effect as an ORDINARY RESOLUTION, resolution (2) shall take effect as a SPECIAL RESOLUTION, and that resolutions (3), (4), (5) and (6) shall take effect as ELECTIVE RESOLUTIONS, and also that each of the said resolutions shall, where appropriate, take effect as SPECIAL RESOLUTIONS of each separate class of the Company's shares, as follows:

- (1) "THAT each of the shares comprised within the authorised and issued share capital of the Company be and are hereby converted and redesignated as Ordinary Shares having their respective nominal values as at the date of but otherwise ranking pari passu in all respects".
- (2) "THAT the Articles of Association annexed hereto marked "A" for the purpose of identification be and they are hereby adopted with immediate effect as the Articles of Association of the Company in substitution for and to the exclusion of all other regulations and Articles of Association applicable to the Company prior to the adoption thereof".

- (3) "~~THAT~~ the provisions of Section 80(A) of the Companies Act 1985 shall apply, instead of the provisions of Section 80(4) and (5) thereof, in relation to the giving or renewal, after the date of this resolution, of an authority under the said Section 80".
- (4) "~~THAT~~ the Company shall, with effect from the date of this resolution, dispense with the laying of accounts and reports before the Company in general meeting".
- (5) "~~THAT~~ the Company shall, with effect from the date of this resolution, dispense with the holding of Annual General Meetings".
- (6) "~~THAT~~ the Company shall, with effect from the date of this resolution, dispense with the obligation to appoint auditors annually."

SIGNED for and on behalf of the members and dated the 5th day of August, 1992

Name of Member

Signature

Tarmac Quarry Products Limited

.....
duly authorised for and on behalf of
Tarmac Quarry Products Limited

Tarmac Roadstone Nominees Limited

.....
duly authorised for and on behalf of
Tarmac Roadstone Nominees Limited

Company Number: 930757

The Companies Acts 1965 to 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ARNOLD WASTE DISPOSAL LIMITED

PRELIMINARY

1. (A) The Regulations contained or incorporated in Table A of the Companies (Tables A-F) Regulations 1985, as amended by the Companies (Tables A-F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A") other than Regulations 40 and 41, 73 to 76 inclusive, 78 to 80 inclusive and 94 and 95 of Table A shall, subject to the modifications hereinafter expressed, apply to the Company, and, together with the regulations hereinafter contained, shall constitute the Articles of Association of the Company.
- (B) In Regulation 1 of Table A "execution" includes both signature under hand and execution under seal.

- (C) Words and expressions which are defined in Table A have the same meanings when used in these Articles and reference to "Regulations" means the regulations contained in Table A.

PRIVATE COMPANY

2. The Company is a private company and accordingly the provisions of Section 81 of the Act shall apply to the Company.

SHARE CAPITAL

3. (A) The authorised share capital of the Company at the date of the adoption of these Articles is £250,000 divided into 2,291,646 Ordinary Shares of 10 pence each and 2,083,540 Ordinary Shares of 1 pence each ranking pari passu in all respects save as to nominal value
- (B) For the purposes of Section 80A of the Act, and subject to the provisions of Article 4, the Directors are hereby generally and unconditionally authorised at any time or times to allot relevant securities of the Company (as defined in the said Section) up to the amount of the authorised but unissued share capital of the Company at the date of any such allotment provided that the authority hereby given may, subject to the Act, be renewed, revoked or varied by the Company at any time by Ordinary Resolution.

ALLOTMENT OF SHARES

4. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares or other securities, all shares or other securities shall be issued to such

persons and upon such terms and conditions and with such rights, priorities, privileges or restrictions as the Resolution creating or issuing such shares or other securities and/or effecting the increase in the authorised share capital of the Company shall prescribe but, in the absence of any such prescription, all shares or other securities whether forming part of the existing or any increased capital or other securities shall be at the disposal of the Directors who may issue them, subject to Section 60A of the Act, to such persons, at such times, and generally on such terms and conditions, and with such rights, priorities, privileges or restrictions, as they may think fit. Accordingly, and in accordance with Section 91 of the Act, Sections 89(1) and 90(1) - (6) inclusive of the Act shall not apply to the Company.

5. No shares shall be issued to any infant, bankrupt or person suffering from mental disorder (as that expression is used in Regulation 81(C)).

LIEN

6. The lien conferred by Regulation 8 shall extend also to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company, whether solely or jointly with any other person and whether he shall be the sole registered holder thereof or shall be one of several joint holders, and shall be a first and paramount lien for all moneys and liabilities owed to the Company whether presently due and payable or not.

FORFEITURE

7. The liability of any member in default of payment of a call shall, if the Directors so direct, also include any costs and expenses suffered or incurred by the Company in respect of such non-payment, and Regulations 18 and 21 shall be amended accordingly.

TRANSFER OF SHARES

8. The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share, whether or not it is a fully paid share, and for the purposes of these Articles the expression "transfer" includes the renunciation of any allotment of shares or of any rights to subscribe for or receive an allotment of shares and the first sentence of Regulation 24 is modified accordingly.

GENERAL MEETINGS

9. No business shall be transacted at any general meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting if convened on the requisition of Members will be dissolved. In any other case, the meeting will stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will be dissolved.
10. At any General Meeting of the Company, a poll may be demanded by one

of more Members present in person or by proxy and having the right to vote at the meeting and sub-clauses (b), (c) and (d) of Regulation 46 shall be modified accordingly.

APPOINTMENT AND REMOVAL OF DIRECTORS

11. Unless otherwise determined by Ordinary Resolution, the minimum number of Directors shall be one, and a sole Director shall have and exercise all the powers, duties and discretions conferred on or vested in the Directors by these Articles, and Regulations 64 and 89 shall be modified accordingly.
12. The Directors shall not be required to retire by rotation.
13. Subject as otherwise provided by these Articles, the Company may by Ordinary Resolution appoint a person who is willing to act, to be a Director either to fill a vacancy, or as an additional Director.
14. The Directors may also appoint a person who is willing to act, to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following Annual General Meeting but will then be eligible for re-election.

POWERS AND PROCEEDINGS OF DIRECTORS

15. Subject to the Act, a Director may vote at a meeting of Directors or of a committee of Directors, and may be counted in the quorum present

at any such meeting, on any resolution concerning any matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, provided that, at or prior to such meeting, he complies in respect of such a matter with the disclosure provisions of Section 317 of the Act.

16. The Directors may exercise all the powers of the Company conferred by the Memorandum to pay and/or provide pensions, annuities, gratuities, superannuation and other allowances, benefits, advantages, facilities and services, both for persons who are, or have been, Directors of, or who are, or have been, employed by, the Company, or by any subsidiary or associated company of the Company, and their dependants, and relatives, and the Directors are entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers, and Regulation 87 does not apply to the Company.
17. The Directors shall be entitled to such remuneration (if any) by way of fees, salary or otherwise, as shall from time to time be determined by resolution of the Directors, and the Directors (including alternate Directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties, and Regulations 82, 83 and 84 shall be amended accordingly.
18. Any Director who, by request of the Directors, performs special

services for any purpose of the Company, which in the opinion of the Directors is outside the normal scope of such Director's duties, shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine, which shall be charged as part of the Company's ordinary revenue expenses.

ALTERNATE DIRECTORS

19. The following provisions apply to the Company by way of variation of Regulations 65 to 69 inclusive:
- (A) The appointment of an alternate Director shall automatically terminate on the happening of any event which, if he were a Director, would cause him to vacate the office of Director, or if his appointor shall cease for any reason to be a Director, otherwise than by retiring and being re-appointed at the same Meeting.
 - (B) An alternate Director shall be repaid by the Company such expenses as might properly be repaid to him if he had been a Director. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
 - (C) A Director or any other person may act as alternate Director to represent more than one Director, and an alternate Director shall be entitled at Meetings of the Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, and Regulation 88 shall be modified accordingly.

RIGHTS OF HOLDING COMPANY

20. Whenever Tarmac Quarry Products Limited (Registered No. 453791) ("the Holding Company"), or any 90% subsidiary of the Holding Company, shall be the holder of not less than 90 per cent of the issued share capital of the Company as confers the right to attend and vote at all General Meetings, the following provisions shall apply, and to the extent of any inconsistency between this Article and the other provisions of these Articles, this Article 20 shall prevail:

- (i) the Holding Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed, but so that in the case of a Director holding an executive office his removal from office shall be deemed an act of the Company, and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (ii) no unissued shares or other securities shall be issued or agreed to be issued or put under option without the consent of the Holding Company.
- (iii) any or all powers of the Directors, or any of them, shall be restricted in such respects and to such extent as the Holding Company may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice as aforesaid shall be in writing served on the Company at its registered office and signed on behalf of the Holding Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose save that no person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors or any of them have been in any way restricted hereunder or as to whether any necessary consent of the Holding Company has been given and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had, at the relevant time, express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

HUBBART, DUROSE & PAIN

CHARTERED ACCOUNTANTS

PLEASE NOTE
CHANGE OF
POST CODE TO
NG1 6HB

Direct G/MIC

Valet

Date 26th August 1993

PO BOX 33, KING EDWARD COURT,
KING EDWARD STREET,
NOTTINGHAM NG1 1EW
TELEPHONE (0521) 677111
FAX (0521) 484200

The Directors,
Arnold Waste Disposal Limited,
P.O. Box 33,
King Edward Court,
King Edward Street,
Nottingham,
NG1 6HB

930757

Dear Sirs,

In accordance with Section 392 of the Companies Act 1985, we write to give you formal notice of our resignation as auditors to Arnold Waste Disposal Limited (the "Company") with effect from the date hereof.

In accordance with Section 394 of the Companies Act 1985, we confirm that there are no circumstances connected with our ceasing to hold office that we consider should be brought to the attention of the Company's members or creditors.

We also confirm that no amounts are outstanding against the Company in respect of our appointment as auditors and that we have no claim against the Company for loss of office or otherwise of our appointment as auditors or in respect of our resignation.

Yours faithfully,

Hubbart Durose & Paine



HD & P

Michael J. Stacey, David S. Oxland,
Michael Chamberlain, Michael A. Poole,
Consultant: John J. Ross Sergeant

Registered to carry on audit work and authorised to carry on investment
business by the Institute of Chartered Accountants in England & Wales.

HUBBART, DUROSE & PAIN
CHARTERED ACCOUNTANTS

PLEASE NOTE
CHANGE OF
POST CODE TO
NG1 6HB

Church: C/MIC
 Year: 1993
 Date: 26th August 1993

P.O. BOX 33, KING EDWARD COURT,
KING EDWARD STREET,
NOTTINGHAM NG1 1FW
TELEPHONE (0602) 527711
FAX (0602) 454290

The Directors,
Arnold Waste Disposal Limited,
P.O. Box 33,
King Edward Court,
King Edward Street,
Nottingham,
NG1 6HR.

In accordance with Section 392 of the Companies Act 1985, we write to give you formal notice of our resignation as auditors to Arnold Waste Disposal Limited (the "Company") with effect from the date hereof.

We also confirm that no amounts are outstanding against the Company in respect of our appointment as auditors and that we have no claim against the Company for loss of office or otherwise of our appointment as auditors or in respect of our resignation.

Hubbard Duose & Rain

22 SEP 1993

40135

H D & P

**Michael J. Sweeney, Staff Sergeant,
Michael Cramberton, Michael A. Peete
Corporal John J. Rose, Sergeant**

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

Written Resolution of Arnold Waste Disposal Limited
registered number 930757

Pursuant to Section 381A of the Companies Act 1985 as amended
(“the Act”)

Passed on 11 November 1994

The undersigned member of the above named Company being the sole member at the date hereof entitled to attend and vote at a General Meeting of the Company, hereby resolves as follows:

THAT the regulations contained in the printed document attached to this resolution for the purposes of identification be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association

.....
For and on behalf of ARC Limited

We being the auditors to the above named Company hereby acknowledge that a copy of the above resolution has been sent to us and notify the Company that in our opinion the above resolution does not concern us as auditors.

.....
ERNST & YOUNG

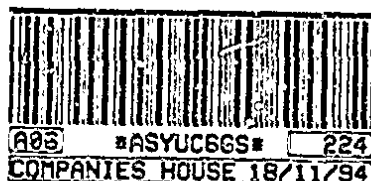
Date: 1994

*We certify that this is a
true copy of the original.*

Lawrence Tuckett

17 November 1994.

ejw.43.is



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

Written Resolution of Arnold Waste Disposal Limited
Registered number 930757

Pursuant to Section 381A of the Companies Act 1985 as amended
(The Act)

Passed on 1994

The undersigned member of the above named Company being the sole member at the date hereof entitled to attend and vote at a General Meeting of the Company, hereby resolves as follows:

THAT the regulations contained in the printed document attached to this resolution for the purposes of identification be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association

.....

For and on behalf of ARC Limited

We being the auditors to the above named Company hereby acknowledge that a copy of the above resolution has been sent to us and notify the Company that in our opinion the above resolution does not concern us as auditors.

Ernst & Young
.....
ERNST & YOUNG

Date: 11 November 1994

Registered number: 930757

THE COMPANIES ACT 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ARNOLD WASTE DISPOSAL LIMITED

PRELIMINARY

1. The Company is a private company and, subject as hereinafter provided and except where the same are varied or excluded by or inconsistent with these Articles, the Regulations contained or incorporated by reference in Table A in the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company and shall be deemed to form part of these Articles. References herein contained to "Regulations" are to Regulations in Table A and, references herein to "the Act" are references to the Companies Act 1985 unless otherwise stated

SHARE CAPITAL

2. The authorised share capital of the Company is £250,000, divided into 2,291,646 Ordinary Shares of 10 pence each and 2,083,540 Ordinary Shares of one pence each ranking pari passu in all respects save as to nominal value

3. RIGHTS OF HOLDING COMPANY

- (a) For so long as not less than 90% of the shares of the Company are owned by another Company (hereinafter called the "Holding Company") the provisions of this Article 3 shall apply and to the extent of any inconsistency between this Article 3 and the other provisions of these Articles, Article 3 shall prevail
- (b) The Holding Company may at any time by notice in writing to the Company appoint or remove any person as Director of the Company and where the Holding Company removes a Director under this provision the removal from office shall be deemed an act of the Company, and shall have effect without prejudice to any claim for damages for breach of any contract of service between the Director and the Company
- (c) The Holding Company may at any time by notice in writing to the Company restrict any or all the powers of the Directors in such respects and to such extent as the Holding Company may in the notice prescribe

- (d) The Directors shall not without the prior written consent of the Holding Company
- (i) Allot or issue any shares or securities convertible into shares or grant any options to acquire shares
 - (ii) Appoint or remove any person as a Director
- (e) Any notice in writing to the Company from the Holding Company shall be in writing signed by two of the Directors of the Holding Company or by a Director and a Secretary of the Holding Company and shall be served on the Company at its registered office

GENERAL MEETINGS AND RESOLUTIONS

4. No business shall be transacted at any Meeting unless a quorum is present. One person entitled to vote upon the business to be transacted being a member or a proxy for a member or a duly authorised representative shall be a quorum. Regulation 40 shall be modified accordingly

5. Every notice conveying a General Meeting shall contain a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not also be a Member; and notice of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company

6. Regulation 41 shall be read and construed as if the words "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall be dissolved" were added at the end

7. A resolution in writing signed by all Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such members. Regulation 53 shall not apply to the Company

APPOINTMENT OF DIRECTORS

8. (a) Regulation 64 shall not apply to the Company

(b) The number of the Directors shall be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be two

(c) The Directors shall not be required to retire by rotation and accordingly regulations 73 to 80 inclusive shall not apply to the Company

(d) The Members may by Ordinary Resolution passed at any

General Meeting of the Company appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director

(e) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting and if not re-appointed at such meeting, he shall vacate office at the conclusion thereof

ALTERNATE DIRECTORS

9. (a) Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor

(b) An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor

(c) An alternate Director shall (subject to his giving to the Company address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all General Meetings

(d) The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting

(e) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every Director who he represents in addition to his own vote (if any) as a Director, but he shall not be as only one for the purpose of determining whether a quorum is present

(f) regulations 65 to 69 inclusive shall not apply to the Company

POWERS OF DIRECTORS

10. The quorum necessary for the transaction of the business of the Directors shall be two

11. (a) Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:-

- (i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is in any way interested;
- (ii) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (iii) may, or any firm or company of which he is a principal may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- (iv) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- (v) shall be entitled to vote and be counted in the quorum on any matter concerning paragraph (i) to (iv) above

(b) For the purposes of this Article:-

- (i) a general notice to the Directors that a Director is to be regarded as having an interest in a particular transaction or arrangement shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and to the extent specified in such general notice;
- (ii) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- (iii) an interest of a person who is, for any purpose of the Act, connected with a Director shall be treated as an interest of the Director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without the prejudice to

any interest which the alternate director has otherwise.

(c) Regulations 85, 86 and 94 to 96 inclusive shall not apply to the Company.

12. The Directors may exercise the powers of the Company conferred in the Memorandum to provide for pensions and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers. Accordingly Clause 87 in Table A shall not apply to the Company

13. The Directors shall be entitled to such remuneration (if any) by way of fees salary or otherwise as shall from time to time be determined by resolution of the Directors and the Directors (including alternate Directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties and Regulations 82, 83 and 84 shall be amended accordingly

14. Any Director who, by request of the Directors, performs special services for any purpose of the Company which in the opinion of the Directors is outside the normal scope of such Director's duties shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine, which shall be charged as part of the Company's ordinary revenue expenses

15. Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting

DISQUALIFICATION OF DIRECTORS


16. (a) The office of a Director shall be vacated if:-

- (i) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (ii) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (iii) he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
- (iv) he resigns his office by notice to the Company

(b) Regulation 81 shall not apply to the Company

INDEMNITY

17. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 910 of the Act. Accordingly, Regulation 118 shall not apply to the Company


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for and on behalf of ARC Limited