



## COMPANIES FORM No. 12

12

**Statutory Declaration of compliance  
with requirements on application  
for registration of a company**

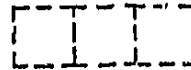
Pursuant to section 12(3) of the Companies Act 1985

Please do not write  
in this margin

To the Registrar of Companies

For official use

For official use

Please complete  
legibly, preferably in  
black type, or bold  
block lettering.\* Insert full name  
of company.

22634YY

Name of Company

\* WAREHAM BALL CLAY COMPANY LIMITED

I, Claire Elizabeth Paul  
of Suite 2, Kinetic Centre,  
Theobald Street,  
Borehamwood, Herts.† Delete as  
appropriate

do solemnly and sincerely declare that I am a ~~Secretary or Director~~ <sup>person named as secretary or director</sup> of the company in the statement delivered to the Registrar under section 10(2)† and that all the requirements of the above Act in respect of the registration of the above company and of matters precedent and incidental to it 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 16-18 Shenley Road


Borehamwood

Herts. WD6 1DN.

the 13<sup>th</sup> day of May  
One thousand nine hundred and Eighty Eight.

Declarant to sign below

C Paul

before me  Stephen Rehder.  
STEPHEN C. REHDER‡ Or Notary Public or  
Justice of the Peace  
or Solicitor having  
the powers conferred  
on a Commissioner  
for Oaths.

A Commissioner for Oaths‡

A SOLICITOR EMPOWERED  
TO ADMINISTER OATHSPresenter's name, address and  
reference (if any):Quick Company Formations Ltd  
Suite 2, Kinetic Centre,  
Theobald Street  
Borehamwood,  
Herts.For official use  
New companies section

Post room



**G****Statement on formation of a company  
to be incorporated with limited liability  
under the Companies Act 1985**

Pursuant to Part V of the Finance Act 1973

**PUC1**Please do not write in  
this binding margin  
↓Please complete  
legibly, preferably in  
black type, or bold  
block lettering.

For official use

☐

Company number

Please do not write in  
the space below.  
For Inland Revenue  
use only  
↓

Name of Company

WAREHAM BALL CLAY COMPANY	
Limited?	

\*Delete if  
inappropriate†Distinguish between  
ordinary, preference,  
etc.

A Nominal Capital		£100	
Description of shares†			ORD
B Nominal value of each share	£	£	£ ONE
C Number of shares taken on incorporation			TWO
D Total amount payable on each (including premium if any)	£	£	£ NIL
E Amount paid or due and payable on each	£	£	£ NIL
F Total amount paid or due and payable in respect of C		£ NIL	
G Capital duty payable on F at £1 per £100 or part of £100		£ NIL	

**Notes**

This form must be delivered to the Registrar of Companies when applying for incorporation of the company.

If amounts are contributed otherwise than in cash, that fact with full particulars must be stated and attached to this form.

☐Please tick box if  
attached

I hereby certify that the above particulars are correct in all respects

‡ Delete as  
appropriate.

Signed

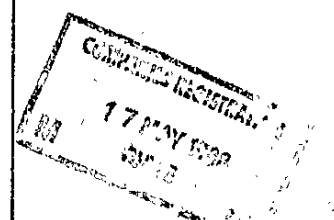
*Paul*

[Director/Secretary]‡

Date 13-5-88

Presenter's name, address and  
reference (if any)Quick Company Formations Ltd.  
Suite 2, Kinetic Centre  
Theobald Street,  
Borehamwood,  
Herts.For official use  
Capital section

Post room





# COMPANIES FORM No. 10

# 10

## Statement of first directors and secretary and intended situation of registered office

Pursuant to section 10 of the Companies Act 1985

Please do not write  
in this margin

To the Registrar of Companies

For official use

Name of Company

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

\* Insert full name  
of company

* <i>WAREHAM BALL CLAY COMPANY LIMITED</i>
--

The intended situation of the registered office of the company on incorporation is as  
stated below

Suite 2, Kinetic Centre,	
Theobald Street	
Borehamwood	
Herts	Postcode WD6 4PJ

If the memorandum is delivered by an agent for the subscribers of  
the memorandum, please mark 'X' in the box opposite and insert the  
agent's name and address below

☐

Quick Company Formations	
Suite 2, Kinetic Centre,	
Borehamwood, Herts,	Postcode WD6 4PJ

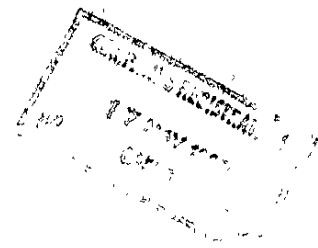
Number of continuation sheets attached (see Note 1)

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

Quick Company Formations Ltd  
Suite 2, Kinetic Centre,  
Theobald Street,  
Borehamwood  
Herts WD6 4PJ  
Tel: 01-207-4475

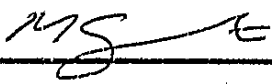
For official use  
General section

Post room



e(s) and particulars of the person who is, or the persons who are, to be the first director or  
rs of the company (note 2) are as follows:

Please do not  
write in this  
margin

Name (Note 3) Martin Robert Gaunt		Business occupation <b>DIRECTOR</b>
Previous name(s) (Note 3)		Nationality <b>BRITISH</b>
Address (Note 4) Suite 2 Kinetic Centre Theobald Street, Borehamwood, Herts		Date of birth (where applicable) (Note 6)
Postcode	WD6 4PJ	
Other directorships <sup>(1)</sup> Daniel Gray & Company Limited.		
I consent to act as director of the company named on page 1		
Signature 		Date <b>13-5-88</b>

(1) Enter particulars  
other directorships  
held or previously  
held (see Note 5). If  
this space is  
insufficient use a  
continuation sheet.

Name (Note 3)		Business occupation
Previous name(s) (Note 3)		Nationality
Address (Note 4)		Date of birth (where applicable) (Note 6)
Postcode		
Other directorships <sup>(1)</sup>		
I consent to act as director of the company named on page 1		
Signature		Date

Name (Note 3)		Business occupation
Previous name(s) (Note 3)		Nationality
Address (Note 4)		Date of birth (where applicable) (Note 6)
Postcode		
Other directorships <sup>(1)</sup>		
I consent to act as director of the company named on page 1		
Signature		Date

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in  
ase complete  
egibly, preferably  
in black type or  
bold block lettering.

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (Notes 3 & 7)		Claire Elizabeth Paul	
Previous name(s) (Note 3)			
Address (Notes 4 & 7)		Suite 2, Kinetic Centre	
		Theobald Street	
		Borehamwood, Herts.	
		Postcode	WD6 4PJ
I consent to act as secretary of the company named on page 1			
Signature		C Paul	
		Date	13-5-88

Name (Notes 3 & 7)			
Previous name(s) (Note 3)			
Address (Notes 4 & 7)			
		Postcode	
I consent to act as secretary of the company named on page 1			
Signature			
		Date	

delete if the form is  
signed by the  
subscribers

Signature of agent on behalf of subscribers	C Paul	Date	13-5-88
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delete if the form is  
signed by an agent  
on behalf of the  
subscribers.

All the subscribers  
must sign either  
personally or by  
a person or persons  
authorised to sign  
for them.

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

COMPANY LIMITED BY SHARES

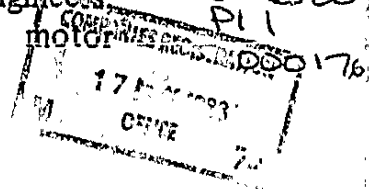
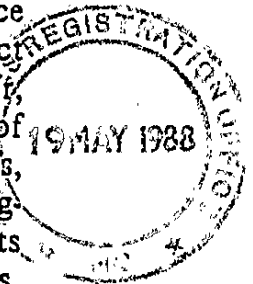


Memorandum of Association  
OF

2263488

WAREHAM BALL CLAY COMPANY  
LIMITED

1. The Company's name is "WAREHAM BALL CLAY COMPANY LIMITED."
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:—
  - (A) To carry on in conjunction with each other or as separate and distinct undertakings, all or any of the following businesses; manufacturers, importers, exporters, agents, dealers (both wholesale and retail) in all articles of commercial manufacturing, personal and household use and consumption and in all kinds of raw materials, warehousemen, storage contractors, shipping and forwarding agents, dealers in property and estates, property developers, property managers, estate agents, insurance agents and brokers, financiers, financial agents and to act as nominee, trustee, agent, factor, broker, executor, administrator, receiver for or otherwise on behalf of Companies, Corporations, firms or persons, builders, scaffolders, contractors, heating and ventilation engineers and contractors, refrigeration engineers, specialists and contractors, decorators, painters, bricklayers, carpenters, shuttering manufacturers and erectors, joiners, public works contractors, plasterers, plumbers, electricians, shop front fitters, builders and decorators merchants, civil, mechanical, constructional, agricultural, consulting, heating, electrical and general engineers, welders, sheet metal workers, blacksmiths, motor



engineers, garage proprietors, car hire service, taxi proprietors and operators, travel agents, tour operators, proprietors of vehicles and vessels of all kinds, transport and haulage contractors, general engineers, tool makers, booking agents for and managers of theatres, cinemas and all other kinds of entertainments and sporting events, turf and sporting accountants in all their branches, proprietors of shops, cafes, clubs, hotels and restaurants, catering contractors, dealers in foods and provisions of all kinds, wine and spirit merchants, butchers, grocers, greengrocers, fishmongers, and poultry merchants, farmers, florists, horticulturists, bakers, confectioners, tobacconists, ironmongers, hardware merchants, dealers in plastics of all kinds, antique dealers, furniture manufacturers and dealers, leather and fancy goods dealers, jewellers, radio, television and electrical retailers, dealers and repairers, toys, games and sports equipment dealers, photographers and dealers in all kinds of photographic material and equipment, film producers and distributors, textile merchants, tailors, fashion designers, ladies and gentlemen's outfitters, boot and shoe retailers, perfumery and cosmetic dealers, hairdressers, manufacturing and retail chemists, printers, publishers, stationers, advertising and publicity agents, public relation specialists, consultants, business transfer agents and employment agents, computer operators, programmers and dealers, market research specialists, business advisers, mail order specialists, dyers and cleaners, dry cleaners, proprietors of launderettes, excavation and demolition contractors, plant hirers, scrap iron and waste merchants and to carry on all or any of the said businesses, and provide services in connection therewith either together as one business or as separate and distinct businesses, in any part of the world.

- (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purpose of or in connection with the Company's business or any branch or department thereof.
- (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) To mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (G) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the liabilities, obligations and contracts of any other person, firm or company whether a customer of the Company or otherwise, and the dividends, interest and capital of the shares, stocks or securities of any company of or in which this Company is a member or is otherwise interested.



- (H) To receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (I) To grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or of any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary or to the dependents or any member of the family of such persons, and to contribute to any fund and pay premiums for the purchase or provision of any such benefit and to establish and support, or to aid in the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment or benefit fund or profit-sharing scheme calculated to advance the interests of the Company or of the officers of or persons employed by the Company or any such subsidiary.
- (J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments.
- (K) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as may from time to time be determined.
- (L) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or

restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (N) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.
- (O) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (P) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (Q) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(R) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(S) To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that:—



- (A) the word "Company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere, and
- (B) the objects of the Company specified in each of the foregoing paragraphs of this Clause shall be distinct and separate objects of the Company and shall be no way limited by reference to any other paragraphs hereof or to the order in which the same occur, but shall be construed in as wide a sense as possible as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.

5. The Company's share capital is £100, divided into 100 shares of £1.00 each.

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WE, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum, and we agree to take the number of shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
Claire Elizabeth Paul Suite 2 Kinetic Centre Theobald Street Borehamwood Hertfordshire 	ONE
Martin Robert Gaunt Suite 2 Kinetic Centre Theobald Street Borehamwood Hertfordshire 	ONE

Dated this 13<sup>th</sup> day of MAY, 1988

Witness to the above Signatures—

Audrey Paul  
Suite 2 Kinetic Centre  
Theobald Street  
Borehamwood  
Hertfordshire



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COMPANY LIMITED BY SHARES

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**Articles of Association**

OF

WAREHAM BALL CLAY COMPANY  
LIMITED

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1. Subject as hereinafter provided, the regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.

2. Regulations 8, 64, 76, 77 and 113 of Table A shall not apply to the Company.

3. The Company is a private company and accordingly no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

4. At the date of the adoption of these Articles the capital of the Company is £100 divided into 100 Ordinary Shares of £1 each.

5. (a) The Directors may subject to Article 6 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by section 80(2) of the Companies Act 1985) of the Company to such persons and generally on such terms and conditions as the Directors think proper.

(b) The general authority conferred by paragraph (a) of this Article shall be conditional upon due compliance with Article 6 hereof and shall extend to the amount of the authorised share capital of the

Company upon its incorporation. The said authority will expire five years from the date of incorporation unless renewed, varied or revoked by the Company in general meeting in accordance with the said section 80.

(c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.

6. (a) Subject to any direction to the contrary that may be given by the Company in general meeting all shares authorised pursuant to Article 5 hereof to be allotted shall be offered to the members in proportion to the existing shares held by them and such offer shall be made by notice in writing specifying the number of the shares to which the member is entitled and limiting a time (being not less than 21 days) within which the offer if not accepted will be deemed to have been declined, and after the expiry of such time or upon receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may, subject to these Articles, allot or otherwise dispose of the same to such persons and upon such terms as they think most beneficial to the Company. The Directors may in like manner dispose of any such shares as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

(b) By virtue of section 91(1) of the Companies Act 1985, sections 89(1) and 90(1) to 90(6) inclusive of that Act shall not apply to the Company.

7. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

8. The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share. The first sentence of regulation 24 of Table A shall not apply to the Company.

9. In accordance with section 372(3) of the Companies Act 1985 in every notice calling a General Meeting of the Company there shall appear with reasonable prominence 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 be a member of the Company. Regulation 38 of Table A shall be modified accordingly and the second sentence of Regulation 59 of Table A shall not apply to the Company.

10. In regulation 41 of Table A there shall be added at the end: "If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved."

11. Unless and until the Company in general meeting shall otherwise determine, there shall be no maximum number of Directors and the minimum number of Directors shall be one. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles and by Table A and regulation 89 of Table A shall be modified accordingly. The first Directors of the Company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Companies Act 1985.

12. The Company shall not be subject to section 293 of the Companies Act 1985, and accordingly any person may be appointed or elected as a Director, whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

13. No person other than a Director retiring by rotation shall be elected a Director at any general meeting unless—

- (i) he is recommended by the Directors; or
- (ii) not less than fourteen or more than thirty-five clear days before the date of the meeting a notice in writing signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election, together with a notice in writing signed by that person of his willingness to be elected.

14. A Director shall not be required to hold any share qualification but shall nevertheless be entitled to receive notice of and to attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

Claire Elizabeth Paul  
Suite 2 Kinetic Centre  
Theobald Street  
Borehamwood  
Hertfordshire

*Paul*

Martin Robert Gaunt  
Suite 2 Kinetic Centre  
Theobald Street  
Borehamwood  
Hertfordshire

*MS*

---

Dated this 13<sup>th</sup> day of May, 1988.

Witness to the above Signatures—

Audrey Paul  
Suite 2 Kinetic Centre  
Theobald Street  
Borehamwood  
Hertfordshire

*A Paul*



FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

No. 2263477

I hereby certify that

**WAREHAM BALL CLAY COMPANY LIMITED**

is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the 31 MAY 1988

A handwritten signature in dark ink, appearing to read 'D. M. Wilkie'.

MRS. D. M. WILKIE

an authorised officer

Number of } 2263477  
Company }

*The Companies Act 1985*

COMPANY LIMITED BY SHARES

**Special Resolution**

*(Pursuant to s. 378 (2) of the Companies Act 1985)*

OF

WAREHAM BALL CLAY COMPANY LIMITED

Passed 7th August , 19 89

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at Queens House  
.55/56 Lincoln's Inn Fields London WC2

on the 7th day of August , 19 89 the subjoined  
SPECIAL RESOLUTION was duly passed, viz.:—

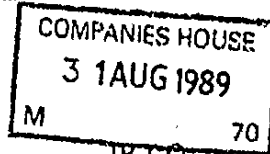
RESOLUTION

That the Articles of Association contained in the printed document produced to the Meeting marked "A" and for the purpose of identification signed by the Chairman thereof be and the same are approved and adapted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company

Signature ..... *A. V. G. Pullinger* .....

To be signed by  
the Chairman, a  
Director, or the  
Secretary of the  
Company.

NOTE.—To be filed within 15 days after the passing of the Resolution(s).



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoot Street, London SE1 5TS

Companies 7

10th Edition  
1.86 F5902  
5017408

We Paris Smith & Raandall certify  
this to be a true copy of the original  
dated this 30 August 1989  
*Paris Smith & Raandall*

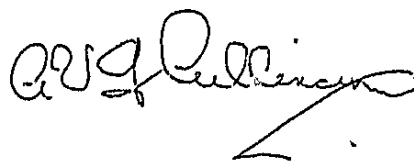
NOTE.—The Registrar of Companies is prepared to accept copy resolutions or agreements if produced by the following processes:—

Letterpress, Gravure, Lithography, Stencil duplicating, Offset Lithography, "Office" Type-Set, Electrostatic Photocopying, "Photostat" or similar processes properly processed and washed; or if produced by spirit duplicator, or if typed.

No document will be accepted however, if, in general appearance, legibility, format or durability, it is unsuitable for publication and use on the Company's public file.

We Paris Smith & Randall certify  
this to be a true copy of the original  
dated this 30 August 1989

Paris Smith & Randall.....



"A"

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION

OF

WAREHAM BALL CLAY COMPANY LIMITED

Adopted by Special Resolution passed on 7th August 1989

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to regulations are to regulations in the said Table A

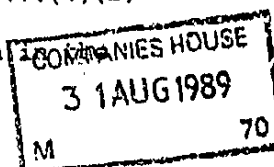
INTERPRETATION

2. (1) In the first line of regulation 1 after the word "regulations" the words "and in any articles adopting in whole or in part the same" shall be inserted

(2) In these Articles:

(a) unless the context otherwise requires the following expressions have the following meanings:

"Additional Director"	means any director for the time being appointed and holding office pursuant to Article 17(3)
"AJC"	means Alfred James Cullinane or the holder from time to time of the largest single block of shares issued to him on the date of adoption of these Articles (together with any bonus issue in respect thereof) or of any shares from time to time issued by the Company in their place
"AJC' Director"	means the director for the time being appointed and holding office pursuant to Article 17(1)(a)
"A' Ordinary Shares"	means the ordinary shares of £1.00 each in the capital of the Company
"AVJC"	means Adrian Vincent James Cullinane or the holder from time to time of the largest single block of the shares issued to him on the date of adoption of these Articles (together with any bonus issue in respect thereof) or of any shares from time to time issued by the Company in their place
"AVJC' Director"	means the director for the time being appointed and holding office pursuant to Article 17.(1)(b)
"B' Ordinary Shares"	means the ordinary shares of £0.50 each



capital of the Company

"Cullinane Shareholders"

means all or any of AJC and EMC and AVJC and DMJC and "Cullinane Shareholder" means any one of them

"directors' transfer discretion"

means the discretion accruing to the directors pursuant to these Articles upon their unanimously agreeing to exercise the same to serve notice upon a member requiring such member forthwith to transfer all of his shares in the capital of the Company as provided in these Articles save that where such member has powers of appointment of directors under Article 17.(1) or Article 17.(2) or under any Relevant Agreement the said discretion shall only accrue and be exerciseable pursuant to the unanimous agreement of those directors of the Company who are not directors appointed by such member under the aforementioned powers or any of them

"DMJC"

means Damien Michael John Cullinane or the holder from time to time of the largest single block of the shares issued to him on the date of adoption of these Articles (together with any bonus issue in respect thereof) or of any shares from time to time issued by the Company in their place

"DMJC Director"

means the director for the time being appointed and holding office pursuant to Article 17.(1)(c)

"DSL"

means Drinkwater Sabey Limited or the holder from time to time of the largest single block of the shares issued to it on the date of adoption of these Articles (together with any bonus issue in respect thereof) or of any shares from time to time issued by the Company in their place

"DSL Directors"

means the three directors for the time being appointed and holding office pursuant to Article 17(2) and "DSL Director" means any one of them

"deemed transfer notice"

means a transfer notice deemed to be given under any provision of these Articles or any Relevant Agreement

"EMC"

means Eileen Mary Cullinane or the holder from time to time of the largest single block of the shares issued to her on the date of adoption of these Articles (together with any bonus issue in respect thereof) or of any shares from time to time issued by the Company in their place

"immediate relative"

means a parent spouse sibling child or grand-child whether of blood relationship or

otherwise of a member or any person acting in the capacity of a trustee of a settlement created partly or wholly for the benefit of any such person or persons

"paid up" means, in relation to a share, that such share is paid up or credited as paid up

"Relevant Agreement" means any agreement relating (in whole or in part) to the management of the Company which is binding from time to time on the Company and the members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles

"shares" means a share in the capital of the Company of whatever class and "share" shall be construed accordingly

"transfer notice" has the meaning attributed thereto in Article 9(1)

(b) words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them, but excluding any statutory modification thereof not in force on the date of adoption of these Articles

(c) words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa, and words importing persons shall include bodies corporate, unincorporated associations and partnerships

(d) references to Articles are references to these Articles and references to paragraphs and sub-paragraph are unless otherwise stated, references to paragraphs of these Articles or references to sub-paragraphs of the paragraphs in which the reference appears

(3) A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of the regulations or these Articles

#### SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of these Articles is £1,001 divided into 1,000 'A' Ordinary Shares and 2 'B' Ordinary Shares. The 'A' Ordinary Shares and the 'B' Ordinary Shares shall be separate classes of shares by reason of their differing nominal values but shall nevertheless in all other respects rank *pari passu*

#### ISSUE OF NEW SHARES

4. (1) Save for the shares allotted by the directors on the date of

adoption of these Articles no share of any class shall be issued otherwise than to members holding shares of the same class except with the prior written consent of all the members. As between holders of the same class except with the prior written consent of all such holders any shares issued shall be issued to such holders in proportion to their existing holdings of such shares

(2) Subject as aforesaid and subject to Section 80 of the Act, all unissued shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper provided that no shares shall be issued at a discount

(3) Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act shall not apply to the Company

#### ALTERATION OF SHARE CAPITAL

5. Except with the prior written consent of all the members the powers referred to in regulations 3, 32, 33, 34, 35 and 110 shall not be exercised

#### LIEN

6. The lien conferred by Regulation 8 shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all monies presently payable by him or his estate to the Company. Regulation 8 shall be modified accordingly.

#### TRANSFER OF SHARES

7. (1) The directors shall refuse to register the transfer of any share unless such transfer is permitted by, or made pursuant to and in accordance with Article 8 or Article 9 or the provisions of any Relevant Agreement. The directors shall also refuse to register a transfer of shares which is prohibited under Article 10 or the provisions of any Relevant Agreement

(2) Subject to sub-Articles (3) and (6), the directors shall not be entitled to decline to register the transfer of any share which is permitted by, or is made pursuant to and in accordance with Article 8 or Article 9 or the provisions of any Relevant Agreement

(3) For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles or under the provisions of any Relevant Agreement, the directors may require the transferor or the person named as transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the directors may think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question

(4) If a member or other person entitled to transfer a share at any time attempts to deal with or dispose of the share or any interest therein otherwise than in accordance with the provisions of Article 8 or Article 9 or any Relevant Agreement or in contravention of Article 10 then a directors' transfer discretion shall thereupon arise

(5) Where a directors' transfer discretion arises or a transfer notice in respect of any share is deemed to have been given under any provision of these Articles or under any Relevant Agreement and the circumstances are such that the directors are unaware of the facts giving rise to the same such directors' transfer discretion or such transfer notice shall be deemed to have arisen or been received by the directors on the date on which the directors receive actual notice of such facts and the provisions of Article 9 shall apply accordingly

(6) A deemed transfer notice shall be deemed not to contain a Total Transfer Condition (as defined in Article 9.) and shall not be revocable

(7) The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted under these Articles if it is a transfer:

(a) of a share on which the Company has a lien;

(b) of a share (not being a fully paid share) to a person of whom they shall not approve.

The first sentence of regulation 24 shall not apply

#### PERMITTED TRANSFERS

8. Subject always to Articles 7, 9(12) and 10:

(1) (a) Any member being a body corporate may at any time transfer all or some of the shares held by it to a member of the same group (as hereinafter defined)

(b) Where shares have been transferred under paragraph (a) (whether directly or by a series of transfers thereunder) from a body corporate ("the transferor company" which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group ("the transferee company") and subsequently the transferee company ceases to be a member of the same group as the transferor company then the transferee company shall forthwith transfer the relevant shares (as hereinafter defined) to the transferor company, and failure so to transfer such shares within 28 days of the transferee company ceasing to be a member of the same group as the transferor company shall result in a transfer notice being deemed immediately to be given in respect of the relevant shares PROVIDED THAT before the operation of Article 9.(7) in the foregoing circumstances the relevant shares shall first be offered by the directors to the transferor company which shall be



entitled to purchase the same at a price determined in accordance with paragraph (b) of Article 9.(4) at any time within 7 days from the date of such offer

(c) For the purposes of this paragraph:

(i) the expression 'a member of the same group' means a company which is for the time being a holding company of which the transferor company is a wholly-owned subsidiary or a wholly-owned subsidiary of the transferor company or of any holding company of which the transferor company is a wholly-owned subsidiary; and

(ii) the expression 'relevant shares' means and includes (so far as the same remain for the time being held by the transferee company) the shares originally transferred to the transferee company and any additional shares issued or transferred to the transferee company by virtue of the holding of the shares originally transferred or any of them

(2) Any member may at any time transfer all or any of his shares to any person holding shares of the same class

(3) Any member may at any time transfer all or any of his shares to any person with the prior written consent of all the other members

(4) Any member being an individual may at any time transfer all or some of the shares held by him to an immediate relative

(5) (a) Upon the death of a member or upon a member coming to suffer mental disorder to such an extent as would result (were that member a director of the Company) in the taking effect of Regulation 81(c) the personal representatives of such a member shall be entitled to call for the immediate transfer to them of his holding in the Company and/or

(b) Upon the death of a member (if no call upon the Company has been made pursuant to paragraph (a)) any immediate relative of the deceased member to whom the member's holding would (save for any restriction under these Articles) pass (whether under a will admitted to probate or under letters of administration on intestacy) shall be entitled to call for the immediate transfer to them of his holding in the Company

(c) If any member being an individual shall become insolvent (by reference to the provisions of the Insolvency Act 1986) or make any arrangement or composition with his creditors generally then such member shall be deemed to have immediately given a transfer notice as contemplated by the provisions of Article 9.(13) but prior to the further provisions of that Article coming into effect the directors shall first offer all of the shares as shall then be registered in the name of such member amongst any immediate relatives of such member who are at that time also members at a price determined in accordance with paragraph (b) of

Article 9.(4) and such immediate relatives or any of them shall be entitled to purchase such shares at that price at any time within 7 days from the date of such offer and in case of competition in the same proportions as each purchaser's holding of shares in the Company bears to the total of all of the purchasers' holdings of shares in the Company

(6) A transfer of any share pursuant to this Article shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share free from all liens, charges and other encumbrances

#### PRE-EMPTION RIGHTS

9. (1) Except as provided in Article 8, before transferring or agreeing to transfer any share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such share or the renunciation or assignment of any right to receive or subscribe for such share) the person proposing to transfer the same (the "proposing transferor") shall be obliged to give notice in writing ("transfer notice") to the directors that the proposing transferor desires to transfer all of the shares then held by him. In the transfer notice the proposing transferor shall specify:

(a) the number and class of shares which the proposing transferor wishes to transfer ("Transfer Shares");

(b) the price at which the proposing transferor wishes to sell the Transfer Shares and the identity of any person who has indicated a willingness to purchase the Transfer Shares at such price

A transfer notice shall also state whether the proposing transferor wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article none shall be so sold) but in the absence of such a statement the transfer notice shall be deemed not to contain a Total Transfer Condition

In the event that any notice is served upon a member in exercise of a directors' transfer discretion then for the purposes of this Article that member shall be deemed to be a proposing transferor in respect of whose holding of shares in the Company a deemed transfer notice had been served on the date of such exercise of the directors' transfer discretion

A transfer notice shall constitute the directors as the agents of the proposing transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the transfer notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this Article. Once given a transfer notice may not be revoked save with the prior written consent of all the members other than the proposing transferor

(2) Within 14 days after the receipt of a transfer notice the directors shall serve a copy of that transfer notice on all the members

other than the proposing transferor. In the case of a deemed transfer notice this shall be deemed to relate to the entire holding of shares of the proposing transferor and the directors shall similarly serve notice on all the members (including the proposing transferor) notifying them that the same has been deemed to have been given

(3) Subject as provided otherwise in these Articles or in any Relevant Agreement the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price ("the Transfer Price") determined in accordance with sub-Article (4)

(4) (a) If the transfer notice is not a deemed transfer notice then the Transfer Price shall be the price specified by the proposing transferor in the transfer notice; or

(b) If the transfer notice is a deemed transfer notice the Transfer Price shall be such price as shall be unanimously agreed in writing between the proposing transferor and the other members or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to sub-Article (2) the Transfer Price will be determined by the auditor for the time being of the Company ("the Auditor"). The Auditor shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members. The Auditor will certify the open market value of each of the Transfer Shares as at the date of the transfer notice on the following assumptions and bases:

- (i) valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
- (ii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (iii) that the Transfer Shares are capable of being transferred without restriction;
- (iv) valuing the Transfer Shares as a rateable proportion of the total number of all the issued shares of the Company which value shall not be discounted or enhanced by reference to the class of the Transfer Shares or by the fact that the number thereof may represent a majority or a minority holding of the shares in issue

If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Auditor in such manner as he shall in his absolute discretion think fit

The Company will use its best endeavours to procure that the Auditor determines the Transfer Price within 21 days of being requested to do so

(5) If the determination of the Transfer Price is referred to the Auditor the date of determination of the Transfer Price ("the Determination

Date") shall be the date upon which the directors receive the Auditor's determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between all the members as aforesaid then the Determination Date shall be the date on which such agreement is made. If the Transfer Price is determined pursuant to sub-Article (4)(a) then the Determination Date shall be the date upon which the directors receive the transfer notice

(6) The costs and expenses of the Auditor in determining the Transfer Price shall be borne by the Company

(7) Within 7 days after the Determination Date the Transfer Shares shall be offered for purchase at the Transfer Price by the directors to the members at the date of the offer (other than the proposing transferor) and, in the case of competition, shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or selling to any member a greater number of Transfer Shares than the maximum number applied for by him) to the number of shares then held by them respectively. If any of the Transfer Shares shall not be capable of being allocated as aforesaid without involving fractions, the same shall be offered amongst the acceptors, or some of them, in such proportions or in such manner as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit

(8) Any offer made pursuant to sub-Article (7) shall be made by notice in writing and shall specify (a) the number and class of the Transfer Shares; (b) the proportionate entitlement of the relevant member (on the assumption that there will be competition for the Transfer Shares); (c) the Transfer Price and (d) a period (being not less than 21 days and not more than 42 days) within which the offer must be accepted or shall lapse

(9) (a) If by the foregoing procedure the directors shall not receive acceptances from any member or members pursuant to sub-Article (7) in respect of all of the Transfer Shares within the period of the aforesaid offer the directors shall forthwith give notice in writing of that fact to all the members, whereupon the proposing transferor shall be entitled within 21 days of the date of service of that notice to nominate (by giving notice in writing to the directors) any person or persons (whether or not a member or members) ("nominated purchaser or purchasers") who has or have expressed willingness in writing to purchase the Transfer Shares which have not been so accepted ("the Remaining Transfer Shares") at not less than the Transfer Price detailing the proportions in which the nominated purchaser or purchasers will so purchase the Remaining Transfer Shares

(b) If all of the members (other than the proposing transferor) give written approval of the nominated purchaser or purchasers the directors shall register any transfers in favour of any nominated purchaser or purchasers in respect of any of the Remaining Transfer Shares produced to them within 28 days of their receipt of such written approval but if any of the Remaining Transfer Shares have not been transferred as aforesaid by the expiration of that period the directors shall forthwith

give notice in writing of that fact to the members (including the proposing transferor) and the proposing transferor shall thereafter be obliged to retain the Remaining Transfer Shares which have not been transferred pending fresh compliance by the proposing transferor with the provisions of this Article

(c) If all of the members (other than the proposing transferor) or any of them fail to give written approval of the nominated purchaser or purchasers (or any of them) so nominated by the proposing transferor then the proposing transferor shall only be permitted to proceed in a sale of the Remaining Transfer Shares or any of them to such unapproved nominated purchaser or purchasers if the proposing transferor first procures that such unapproved nominated purchaser or purchasers (or any of them) offers to purchase (and save where any of the other members serves a counter-notice pursuant to sub-Article (10) refusing to sell his shares does purchase) all of the shares of the other members at the same time and on the same terms and conditions (share for share) as those offered to the proposing transferor for the purchase of the Remaining Transfer Shares

(10) If any nominated purchaser or purchasers shall not be approved as provided in paragraph (c) of sub-Article (9) but shall within the period stipulated in that paragraph agree to purchase all of the issued shares in the Company as contemplated in that paragraph the directors shall forthwith give notice in writing as hereinafter mentioned to the members (including the proposing transferor) and the members (other than the proposing transferor) shall be entitled within 7 days of receipt of such notice to serve a counter-notice in writing upon the Company refusing to sell their shares but after the expiration of the said period of 7 days the proposing transferor and any other members who shall not have served a counter-notice upon the Company as aforesaid shall become bound upon payment to them of the price for their shares in accordance with sub-Article (9) to transfer to each of the nominated purchaser or purchasers the number of shares accepted by him or (where the nominated purchaser or purchasers agree as aforesaid to purchase all of the issued shares in the Company but any member serves counter-notice upon the Company as aforesaid) that number of shares reduced pro rata. Every notice served by the directors under this sub-Article shall state the name and address of each of the nominated purchaser or purchasers, the number of shares agreed to be purchased by him and the place and time appointed by the directors for the completion of the purchase (being not less than 14 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the directors

(11) If the proposing transferor or any other member, having become bound to transfer any shares pursuant to this Article, makes default in transferring the same the directors may authorise some person (who shall be deemed to be the attorney of (as applicable) the proposing transferor or the said member for the purpose) to execute the necessary instrument of transfer of such shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the

holder of such shares and shall hold such purchase money on behalf of (as applicable) the proposing transferor or the said member. The Company shall not be bound to earn or pay interest on any money so held. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person

(12) Without prejudice to the generality of Article 7(3), the directors may require to be satisfied that any shares being transferred pursuant to sub-Article (9) are being transferred in pursuance of a bona fide sale or sales for the consideration stated in the transfer(s) relating thereto and if not so satisfied may refuse to register such transfer(s)

(13) Upon the operation of this Article pursuant to service of a transfer notice containing a Total Transfer Condition no acceptance or acceptances of any offer of Transfer Shares made by the directors pursuant to this Article shall be binding upon the proposing transferor until all of the Transfer Shares shall have been accepted by the members and if the proposing transferor shall not invoke his rights of nomination contained in sub-Article (9)(a) the Total Transfer Condition shall take effect and none of the Transfer Shares will be sold to the members and the transfer notice shall be deemed withdrawn but if the proposing transfer does invoke his rights to nominate pursuant to sub-Article (9)(a) and the nominated purchaser or purchasers proposed by him are not approved as provided in paragraph (c) of sub-Article (9) the proposing transferor shall thereupon be entitled to serve notice in writing upon the Company invoking the Total Transfer Condition and none of the Transfer Shares will be sold to the members and the transfer notice shall be deemed withdrawn

(14) (a) In this sub-Article a "Relevant Event" means:

- (i) in relation to a member being an individual such member becoming insolvent (by reference to the provisions of the Insolvency Act 1986) or making any arrangement or composition with his creditors generally or the death of such member (subject in every case to the operation of Article 8.(5));
- (i) in relation to a member being a body corporate:
  - (aa) a receiver, manager, administrative receiver or administrator being appointed of such member or over all or any part of its undertaking or assets; or
  - (bb) such member entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction);
  - (cc) such member making any arrangement or composition with its creditors generally
- (b) Upon the happening of any Relevant Event the member in

question shall be deemed to have immediately given a transfer notice in respect of all the shares as shall then be registered in the name of such member

(c) If the Relevant Event shall be the death or insolvency of a member and if the shares ("the unsold shares") which are offered to the members pursuant to the transfer notice deemed to be given under paragraph (b) shall not be sold to the members (or any of them) pursuant to sub-Article (7) then, after the expiration of the periods during which the unsold shares might have been purchased by a member or members pursuant thereto, sub-Articles (9) to (11) inclusive shall not operate and the person who has otherwise become entitled to the unsold shares in consequence of the death or insolvency of the member shall be entitled either:

- (i) to sell the unsold shares to any person in the same manner and subject to the same conditions (mutatis mutandis) as a proposing transferor could under sub-Article (9); or
- (ii) to elect at any time to be registered himself as the holder of the unsold shares (but so that such election shall not give rise to any obligation to serve a transfer notice in respect of the unsold shares)

(15) An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance

(16) The provisions of this Article may be waived in whole or in part in any particular case with the prior written consent of all the members

#### PROHIBITED AND PERMITTED TRANSFERS

10. Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any infant, bankrupt or person of unsound mind

#### NOTICES OF GENERAL MEETINGS

11. (1) Any general meeting of members shall be deemed validly called if the notice in respect thereof is given to the members by first class pre-paid post or telex or electronic facsimile transmission sent to (as applicable) the address or receiving number last advised to the Company by each member for the purposes of this Article and any such notice shall be deemed received by the addressee thereof 48 hours after the same is posted (if sent by first class pre-paid post) or immediately the same is transmitted (if sent by telex or electronic facsimile transmission)

(2) Any consent to short notice for the calling of a general meeting shall be deemed validly given by a member if the same is communicated to the Company at any time prior to the date and time proposed for such general meeting and whether by post telex or electronic facsimile transmission or by any other means from time to time approved or accepted by the Directors



(3) Regulation 38 shall be construed subject to the provisions of this Article

#### PROCEEDINGS AT GENERAL MEETINGS

12. (1) Two members present in person or by proxy shall be a quorum of which one shall be or represent the Cullinane Shareholders or any of them and the other shall be or represent DSL. Regulation 40 shall be modified accordingly

(2) Regulation 41 shall be read as if the words "and at the adjourned meeting those members who are present (in person or by proxy) shall represent a quorum"

(3) An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative

(4) The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting

(5) The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply

13. Any such resolution in writing as is referred to in regulation 53 may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative

#### VOTES OF MEMBERS

14. (1) Subject as provided below in this sub-Article and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote for every share of which he is the holder; Provided that shares of any class shall confer any right to vote upon a resolution for the removal from office of a director save as provided in Article 17

(2) Regulation 54 shall not apply

#### ALTERNATE DIRECTORS

15. (1) Any director (other than an alternate director) or an Additional Director may at any time appoint any person (including another director) to be an alternate director and may at any time terminate such appointment. Any such appointee (if not already a director) shall prior to his appointment require to be approved by a majority of the directors. Any such appointment or termination of appointment shall be effected in like manner as provided in Article 17.(4). The same person may be appointed as the alternate director of more than one director



(2) The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director

(3) An alternate director shall be entitled to receive notices of meetings of the directors and of any committee of the directors of which his appointor is a member and shall be entitled to attend and vote as a director and be counted in the quorum at any such meeting at which the appointor is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director of the relevant class. It shall not be necessary to give notices of meetings to an alternate director who is absent from the United Kingdom. If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. An alternate director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.

(4) An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration 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

(5) Regulations 65 to 69 shall not apply

#### DELEGATION OF DIRECTORS' POWERS

16. Save where the powers delegated are of an executive nature devolving upon a managing director or other executive director pursuant to the provisions of a Service Agreement entered into with him by the Company any of the Cullinane Shareholders or DSL may at any time and from time to time revoke all or any of the powers delegated to a managing director or other executive director pursuant to Regulation 72 by notice in writing in like manner as provided in Article 17.(4). Regulation 72 shall be modified accordingly

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

17. (1) (a) AJC shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director or directors in the place of the director so removed. Any directors so appointed shall be the 'AJC' Director

(b) AVJC shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director or directors in the place of the director so removed. Any directors so appointed shall be the 'AVJC' Director

(c) DMJC shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director or directors in the place of the director so removed. Any directors so appointed shall be the 'DMJC' Director

(2) DSL shall be entitled by notice in writing to the Company to appoint three directors and any Additional Director permitted pursuant to a Relevant Agreement and by like notice to remove such directors and any of them and at any time and from time to time by like notice to appoint any other person or persons to be a director or directors in place of the director or directors so removed. Any directors so appointed shall be 'DSL' Directors

(3) Two or more of the Cullinane Shareholders in conjunction with DSL shall be entitled together by notice in writing to the Company to appoint one or more additional directors and any such additional director may be removed by notice in writing to that effect being given to the Company by the said appointors or any of them. Any director so appointed shall be an Additional Director

(4) A notice of appointment or removal of a director pursuant to this Article shall take effect upon lodgement at the registered office of the Company or on delivery to a meeting of the directors or on delivery to the secretary

(5) Every director appointed pursuant to this Article shall hold office until he is either removed in manner provided by this Article or dies or vacates office pursuant to regulation 81 (as modified by Article 21) and neither the Company in general meeting nor the directors shall have power to fill any such vacancy

(6) Any director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointors as to the business and affairs of the Company and its subsidiaries as he shall in his absolute discretion determine

18. The directors shall not be subject to retirement by rotation and accordingly regulation 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded

19. No director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

20. Regulation 81 shall be modified by deleting paragraph (e)

thereof. The office of director shall also be vacated if he shall be removed from office as hereinbefore provided

#### REMUNERATION OF DIRECTORS

21. The ordinary remuneration of the directors shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the directors as they may agree or, failing agreement, equally, except that any director who shall hold office for part only of the period in respect of such remuneration is payable shall be entitled to rank in such division for a proportion of the remuneration related to the period during which he has held office.

Regulation 82 shall not apply.

#### PENSIONS

22. The directors may give or award pensions annuities gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such person and may establish support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and/or their relations or dependants or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuities, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article conferred upon the directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply

#### PROCEEDINGS OF DIRECTORS

23. Except during periods when for any reason there are no directors appointed pursuant to Article 17.(1) or no DSL Directors:

(1) the quorum for the transaction of the business of the directors shall be two of whom one shall be a director appointed pursuant to Article 17.(1) and one a DSL Director; and

(2) any committee of the directors shall include a director appointed pursuant to Article 17.(1) and a DSL Director and the quorum for the transaction of the business of any such committee shall be two of whom one shall be a director appointed pursuant to Article 17(1) and one shall be a DSL Director

In the event that at any duly convened meeting of the directors or any committee of the directors the meeting is not so quorate or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place (or to such other day and such other time and place as a director appointed pursuant to Article 17.(1) and a DSL Director may agree in writing) and at such

adjourned meeting a quorum shall be any two directors

24. All business arising at any meeting of the directors or of any committee of the directors shall be determined only by resolution passed by a majority of votes. In the case of an equality of votes, the chairman shall not have a second or casting vote

25. The chairman of the board of directors shall be subject to appointment removal and replacement by the majority decision of all of the directors. Each chairman so appointed shall automatically vacate his office at the conclusion of the annual general meeting next following his appointment. If no chairman is appointed, or if at any meeting of the directors he is unwilling to preside or is not present within five minutes after the time appointed for the meeting, those directors who are entitled to appoint the chairman, and who are present at the meeting, may appoint one of their number to be the chairman of the meeting, failing which the directors present may appoint one of their number to be the chairman.

Regulation 91 shall not apply

26. (1) Unless otherwise agreed in writing by a director appointed pursuant to Article 17.(1) and a DSL Director in any particular case at least 21 clear days' notice in writing shall be given to each director of every meeting of the directors, except any absent from the United Kingdom for the time being who have nominated an alternate. The third sentence of regulation 88 shall not apply to the Company

(2) Regulation 111 shall be read as if the words "except that a notice calling a meeting of the directors need not be in writing" were deleted therefrom

(3) Each such notice shall (a) be sent to the address notified from time to time by each director to the secretary (or, if there is none at that time the chairman) for the service of such notices (or if no address has been so supplied, to his last known address); (b) contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting; (c) be accompanied by any relevant papers for discussion at such meeting; and (d) if sent to an address outside the United Kingdom, be sent by courier, telex or facsimile transmission

(4) Save as provided in sub-Article (3) any such notice may be delivered personally or by first class pre-paid post and shall be deemed to have been served if by delivery when delivered and if by first class letter 48 hours after posting

(5) Except as may be agreed by a director appointed pursuant to Article 17.(1) and a DSL Director in any particular case, no business or resolution shall be transacted or passed at any meeting of the directors except as was fairly disclosed in the agenda of such meeting

27. Appropriate complete minutes of each meeting of the directors shall be maintained by the Company and copies thereof distributed to the directors as soon as reasonably practical after the meeting shall have been held

28. A director who is in any way whether directly or indirectly interested in any transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply.

#### BORROWING POWERS

29. The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

#### ACCOUNTS AND INFORMATION

30. Every member shall be entitled, either himself or through his agents duly authorised in writing during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than 48 hours written notice to the secretary or if there is none for the time being the chairman. The Company shall give each such member all such facilities as he may reasonably require for such purposes including the use of copying facilities. The Company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid. Regulation 109 shall not apply

#### NOTICES

31. A notice sent by post shall be deemed to be given 48 hours after the same was posted. The second sentence of Regulation 115 shall not apply

#### INDEMNITY

32. Subject to the provisions of and so far as may be permitted by law, every director, auditor, secretary or other officer 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 including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any other application under any statute for relief from liability in respect of any such fact or omission in which relief is granted to him by the Court. Regulation 118 shall not

apply

OVERRIDING PROVISIONS

33. (1) Notwithstanding the provisions of these Articles the directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to any Relevant Agreement

(2) Where the approval, agreement or consent of any member or director is required under any provisions of these Articles to any particular matter, such approval, agreement or consent may be given to such terms and conditions as that member or director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles.

**G**

COMPANIES FORM No. 225(1)

**225(1)****Notice of new accounting reference date given during the course of an accounting reference period**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number


2263477

Name of company

\*Insert full name of company

\* WAREHAM BALL CLAY COMPANY LIMITED

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

**Note**  
Please read notes 1 to 5 overleaf before completing this form

Day Month

3	1	0	7
---	---	---	---

<sup>†</sup>Delete as appropriate

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

Day Month Year

3	1	0	7	1	9	9	0
---	---	---	---	---	---	---	---

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

See note 4c and complete as appropriate

The company is a [subsidiary] ~~holding company~~<sup>†</sup> of Drinkwater Sabey Limited

, company number 1373225

the accounting reference date of which is 31 July

Signed  [Director] [Secretary]<sup>†</sup> Date 7 August 1989

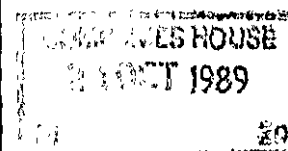
Presenter's name, address and reference (if any):

Paris Smith & Randall  
Lansdowne House  
Castle Lane  
Southampton  
Hampshire SO9 4FD

ref : DC

For official use  
General Section

Post room



Number of } 2263477  
Company }

The Companies Act 1985

COMPANY LIMITED BY SHARES

Special Resolution

(Pursuant to s. 378 (2) of the Companies Act 1985)

OF

WAREHAM BALL CLAY COMPANY LIMITED

Passed 4th August, 1989.

AT an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at 22 Benlease Way Swanage  
Dorset

on the 4th day of August, 1989, the subjoined SPECIAL RESOLUTIONS were duly passed, viz.:—

RESOLUTIONS

- (1) that the authorised share capital of the Company be increased from £100 divided into 100 shares of £1.00 each to £1,001 divided into 1,000 shares of £1.00 each and 2 shares of £0.50 each possessing the designated classifications referred at (2) below
- (2) that the increased authorised share capital of the Company be designated as follows:
  - (i) the 1,000 shares of £1.00 each in the Company (including the 2 shares already in issue) as 'A' Ordinary Shares; and
  - (ii) the 2 shares of £0.50 each as 'B' Ordinary Shares

all such shares to rank pari passu in all respects notwithstanding their differing nominal values

Signature A. J. G. Co.

To be signed by  
the Chairman, a  
Director, or the  
Secretary of the  
Company.

COMPANIES HOUSE  
20 OCT 1989

COMPANIES HOUSE  
06 OCT 1989  
M 55  
F.T.O.

NOTE.—To be filed within 15 days after the passing of the Resolution(s).



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoot Street, London SE1 5TS





COMPANIES FORM No. 123

# Notice of increase in nominal capital

# 123

Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]

2263477

Name of company

\* WAREHAM BALL CLAY COMPANY LIMITED

\*Insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 4 August 1989 the nominal capital of the company has been increased by £ 901.00 beyond the registered capital of £ 100.

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

A copy of the resolution authorising the increase is attached.†

The conditions (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:

1. 1,000 of the new shares have a nominal value of £1.00 each and are categorised as 'A' Ordinary Shares.
2. 2 of the new shares have a nominal value of £0.50 each and are categorised as 'B' Ordinary Shares.

Save for the differentiation in their nominal value the 'A' Ordinary Shares and the 'B' Ordinary Shares rank pari passu for all purposes.

Please tick here if  
continued overleaf

☐

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

Signed

*Am J. C. L. L. L.*

Designations

Date

22/8/89

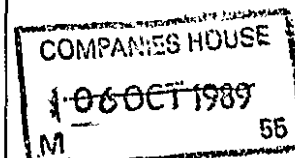
Presentor's name, address and  
reference (if any):  
Paris Smith & Randall  
Lansdowne House  
Castle Lane  
Southampton  
Hampshire SO9 4FD

Ref : DC

For official use

General section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies G123

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