

O'ROURKE CONSTRUCTION AND SURFACING LIMITED
("the Company")

WRITTEN RESOLUTION OF ALL MEMBERS

Pursuant to section 381A of the Companies Act 1985 we, the undersigned, being all the members of the Company who, at the date of this Resolution would be entitled to attend and vote at General Meetings of the Company hereby pass the following resolution as a Special Resolution and agree that the said Resolution shall, for all purposes, be as valid and effective as if the same had been passed by us all at a General Meeting of the Company duly convened and held:-

THAT the articles of association of the company be amended by deleting the existing text of article 7 and replacing it with the following:-

- "(A) (1) Any Share may be transferred at any time by a member to any other person with the prior written consent of all the other holders for the time being of the shares
- (2) Any member may transfer any Shares to the Trustees of a family settlement set up wholly or partly for the benefit of such member and/or relatives of such member and of which the said member is settlor provided always that the said Trustees shall be deemed to hold the Shares for the benefit of the member or his family and shall give an undertaking to the Company that in the event of the family settlement ceasing to exist or to be for the benefit of such member or his family, such Shares shall be transferred back to the member from whom such shares were transferred and in the event of the member being an employee and ceasing to be employed by the Company or any subsidiary otherwise than through death, incapacity or retirement at normal retirement age a deemed Sale Notice pursuant to Article 7(C) in respect of such Shares (or the relevant proportion thereof) shall be deemed to have been served.
- (3) Any member may transfer any Shares to his or her spouse or children or, upon death, to his or her personal representatives and such personal representatives may transfer shares to his or her heirs provided always that such transferee gives an undertaking to the Company that if such individual cease to cohabit with such spouse such Shares shall be deemed to be forthwith transferred back to the member from whom such Shares were transferred and in the event of the member ceasing to be employed by the Company or any subsidiary otherwise than through death, incapacity or



retirement at normal retirement age a deemed Sale Notice pursuant to Article 7(C) in respect of such Shares (or the relevant proportion thereof) shall be deemed to have been served.

(B) Save as provided in Article 7(A), the member shall not be entitled to transfer any shares whether by way of sale or otherwise except in accordance with the following provisions of this Article 7(B):-

- (1) any member wishing to transfer part or all of the shares held by him or any interest therein (hereinafter referred to as the "Retiring Shareholder") shall first give a notice in writing (herein referred to as a "Sale Notice") to the Company specifying the number and de-noting numbers (if any) of the Shares which the Retiring Shareholder wishes to sell ("the Sale Shares") which notice shall constitute the Company the agent of the Retiring Shareholder for the sale of the Sale Shares at the value to be determined in accordance with the provisions of paragraph (6) of this Article 7(B) ("Market Value") and this Article 7(B). A Sale Notice may require that unless all the shares comprised in it are sold, none shall be sold;
- (2) subject to the proviso contained in Article 7(C) below the Retiring Shareholder shall have the right to revoke his Sale Notice within 10 days of service of the Sale Notice or within seven days of the date of the auditor's certificate referred to in Article 7(B)(6);
- (3) if the Retiring Shareholder does not revoke his Sale Notice pursuant to paragraph (2) above then the Company shall:-
 - (a) first if within 7 days the Directors so determine and if permitted in accordance with the Statutes, purchase such Sale Shares at Market Value in accordance with the provisions of the Statutes;
 - (b) secondly offer at Market Value such Sale Shares to all the other members in proportion as nearly as may be to the nominal amount of their existing holdings of shares in the Company. Such offer shall to the extent that the same is not accepted within 30 days be deemed to be declined and any remaining Sale Shares which have not been accepted shall forthwith be offered at Market Value to the members who have accepted Sale Shares and if there be more than one such member in proportion as nearly as may be to their existing holdings of shares in the Company;
- (4) if the Company shall within 120 days after determination of Market Value

find purchasing members in accordance with (3) above in respect of all or (except where the Sale Notice provides otherwise) any of the Sale Shares it shall give notice thereof to the Retiring Shareholder which notice shall provide that he shall be bound to complete the sale and purchase within seven days;

- (5) if the Company shall not within the space of 120 days after determination of Market Value find purchasing members for all of the Sale Shares the Retiring Shareholder shall be at liberty at any time within six months after the expiry of the said 120 days or the service on him of the said notice as the case may be to transfer such of the Sale Shares as were not accepted by purchasing members or in respect of which the sale was not completed as aforesaid to any person he may wish PROVIDED THAT
 - (a) the terms of payment of the purchase price are no more favourable to the Purchaser than those rejected by the existing members; and
 - (b) (subject to the proviso contained in Article 7(B)(6) below) no Sale Shares shall be sold at a lower price than Market Value without first serving a further Sale Notice upon the Company specifying such lower price as the price at which such Sale Shares are offered and all the provisions of this Article 7(B) shall apply to such further Sale Notice save that the period for acceptance under Article 7(B)(3)(b) shall be 21 days instead of 30 days and that the Market Value shall be such lower price;
- (6) the Market Value of the Sale Shares shall be determined by agreement between the Retiring Shareholder and the Company but in default of agreement thereon within 10 days of the service of the Sale Notice by the Retiring Shareholder shall be calculated by the auditors of the Company from time to time on the basis of a sale between the willing seller and a willing purchaser of the Sale Shares so offered (as at the date of the Sale Notice) taking into account (if such be the case) any bona fide offer from any person not being a member to purchase any shares comprised in or of the class comprised in the Sale Notice and disregarding the minority interest and restrictions in these Articles and shall be certified by Auditors of the Company. In so certifying the auditors shall act as experts and not as arbitrators and their decision shall be final and binding upon the parties;
- (7) in the event of the Retiring Shareholder failing to carry out the sale of any of the Sale Shares after the expiry of the time limit specified in Article 7(B)(4) above the Directors may authorise some person to execute a transfer

of the Sale Shares to the purchasing member(s) and the Company may give a good receipt for the purchase price of such Sale Shares and may register the purchasing members as holders thereof and issue to them certificates for the same whereupon the purchasing member(s) shall become indefeasibly entitled thereto. The Retiring Shareholder shall in such case be bound to deliver up his certificate for the Sale Shares to the Company whereupon the Retiring Shareholder shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Retiring Shareholder but without interest. If such certificate shall comprise any shares which the Retiring Shareholder has not become bound to transfer as aforesaid the Company shall issue to the Retiring Shareholder a balance certificate for such shares


- (8) the cost of obtaining a certificate pursuant to Article 7(B)(6) above shall be borne wholly by the Retiring Shareholder provided that if the Market Value calculated by the Auditors is more than 50% above the Market Value determined by the Company the cost of obtaining the certificate shall be borne by the Company and provided further if any Retiring Shareholder shall within twelve months of revoking a Sale Notice serve a further Sale Notice in respect of any of the Shares comprised in an earlier Sale Notice the cost of obtaining a certificate relating to such further Sale Notice shall be borne wholly by such Retiring Shareholder.

(C) In any case where a Director (who is also an employee of the Company or any of its subsidiaries) or an employee of the Company or any of its subsidiaries ceases:

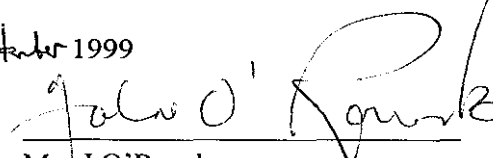
- (a) by reason of dismissal by the Company or one of its subsidiaries for due cause to be either a Director or an employee (and is not continuing as either a Director or employee of the Company or any of its subsidiaries) and such Director or employee shall not have commenced proceedings by application to the Court for wrongful dismissal or, if proceedings shall have commenced, he shall be judged as having been dismissed for due cause; or
- (b) for any other reason other than either the circumstances described in (a) above or because of death, incapacity or reaching normal retirement age there shall be deemed to have been served a Sale Notice pursuant to Article 7(B) above in respect of his entire holding of Shares in the Company. The provisions of Article 7(B) above shall apply in relation to a deemed Sale Notice (whether the same is deemed to have been given pursuant to the foregoing provisions or to any other circumstances specified in these Articles in which a deemed Sale Notice is deemed to have been given) save


that the provisions relating to revocation of a Sale Notice contained in Article 7(B)(2) shall not apply and a Sale Notice deemed to be given in all the circumstances herein referred to shall not be revocable and PROVIDED ALWAYS THAT in the event the Market Value in respect of the Shares the subject of the deemed Sale Notice shall be deemed in the circumstances set out in (a) above only to be the lesser of (i) the amount which the member originally paid for such Shares as adjusted in proportion to the variation in the Retail Price Index to be determined by reference to the latest figure, published before the day that the deemed Sale Notice was given and (ii) the amount which (in the absence of this proviso) would have been the Market Value of such Shares.

- (D) (1) Subject to Article 7(A)(1) if the member or members holding not less than 90% of the shares in the Company ("Selling Shareholders") shall receive an offer for the purchase of their shareholding(s) in the Company from a third party (which for the purposes of this Article 7(D) excludes any of the members or their family and at such time the Selling Shareholder(s) own or between them beneficially own in aggregate a majority of the then issued ordinary share capital of the Company, then any recipient of such offer shall prior to acceptance of it procure that an offer is extended to the other member(s) on terms no less favourable than those offered to such Selling Shareholder(s) and that sufficient information and opportunity is given to them to enable them to make a reasonable evaluation of the offer and to accept it.
- (2) If such a third party offer as is described in the preceding sub-article is accepted by a member or member(s) then beneficially owning not less than 90% of the then issued ordinary share capital of the Company, then such accepting member(s) shall be entitled to require the remaining member(s) by notice in writing to accept the offer on the same terms made to them pursuant to the preceding sub-article."

Dated this 9th day of September 1999

Mr John O'Rourke


Mrs Maureen O'Rourke


Mrs J O'Rourke as
Trustee of the M O'Rourke Settlement


Mrs M O'Rourke as
Trustee of S O'Rourke Settlement