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COMPANY NUMBER: 00296234

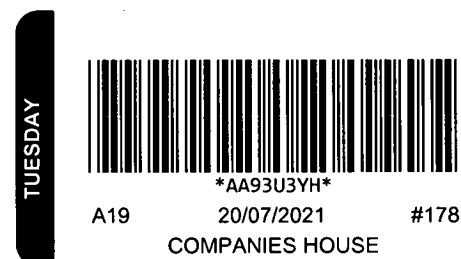
THE COMPANIES ACTS 1929, 1948, 1985 and 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

LEIGH ENVIRONMENTAL SOUTHERN LIMITED¹



1. The name of the Company is "CONTRACT GULLEY CLEANSING LIMITED".
2. The Registered Office of the Company is situated in England.
3. The objects for which the Company is established are:-
 - (a) To carry on business as Sanitary and general engineers and to manufacture, repair and deal generally in sanitary ware, goods, apparatus, fittings, machinery and supplies of every kind and to undertake the erection or demolition, repair, cleansing, construction, maintenance, decoration and cleansing of sewers, gullies, drains, watercourses, buildings, erections, constructions and works of all kinds and to carry on business as builders, contractors and decorators, glaziers, joiners, plasterers, painters, plumbers, paperhangers, polishers, carpenters, shopfitters, hydraulic, electrical, refrigerating and heating engineers, carriers and cartage contractors and to manufacture and deal in builders', contractors' and decorators' plant, tools, materials and requisites of every description and sanitary, electrical, hydraulic, heating and mechanical apparatus and fittings of all kinds.
 - (b) To carry on any other business similar to or complementary to the foregoing businesses or which in the opinion of the Company can be conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company.
 - (c) To buy, take on lease or hiring agreement or otherwise acquire, land or any other property, real or personal, movable or immovable, or any interest in such property and to sell, lease, let or hire, develop such property, or otherwise turn the same to the advantage of the Company.
 - (d) To take out, apply for and acquire by original grant or by transfer or assignment or otherwise letters patent, brevets d'invention, licenses, concessions, secret processes and inventions and to use and exercise the same or to sell, assign and develop the same or grant licenses in respect thereof or otherwise turn the same to the advantage of the Company.

¹ Incorporated on 16 January 1935 with the name Contract Gully Cleansing Limited changed by special resolution passed on 1 April 1990 and with effect from 10 April 1990 known as Leigh Environmental Southern Limited.

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- (e) To erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not.
- (f) To invest the money of the Company in any manner that the Company may think fit.
- (g) To enter into partnership or joint purse agreement with or to make any agreement or arrangement with any other Company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof or to amalgamate with any such Company, firm or person.
- (h) To sell the whole or any part of the undertaking of the Company for cash, shares, debentures or any other consideration.
- (i) To acquire by purchase or otherwise and either for cash, shares or debentures in the Company or any other consideration any other business or any interest therein which in the opinion of the Company may be conveniently or profitably combined with the business of the Company.
- (j) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, or giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary Company as defined by Section 154 of the Companies Act, 1948, or otherwise associated with the Company in business and whether or not this Company receives directly or indirectly any consideration or advantage therefrom.²
- (k) To borrow money and secure the repayment thereof by the creation and issue of mortgages, debentures, debenture stock or other securities.
- (l) To draw, make, endorse, accept, discount and negotiate, bills, notes, warrants and negotiable instruments of all kinds.
- (m) To remunerate any Company, firm or person for services rendered in the promotion of the Company or the issue or placing of the shares, stock, debentures, debenture stock or other obligations of the Company and to pay all expenses incurred in connection with such promotion or the creation, issue and placing of any such shares, stock, debentures, debenture stock or other obligation.
- (n) To grant pensions to employees and ex-employees and Directors and ex-Directors or other officers or ex-officers of the Company their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to or assist in the promotion of any charitable benevolent or public purpose or object.

² By Special Resolution passed on 1 June 1983 the Memorandum of Association of the Company be amended by insertion of new sub-paragraph (j) of paragraph 3.

- (o) To promote or assist in the promotion of any Company having objects similar to or complementary to the objects of the Company and to subscribe, underwrite, buy or hold the shares, stock, debentures, debenture stock or other obligations of such Company.
- (p) To promote the Company's interests by advertising its products and services in any manner and in particular to give prizes or gifts to customers or potential customers and to promote or take part in competitions, displays and exhibitions.
- (q) To distribute all or any of the assets of the Company in specie between the members of the Company in accordance with their rights.
- (r) To do all or any other acts and things which in the opinion of the Company may be conducive or incidental to the objects of the Company.
- (s) To do all such things in any part of the world either as principal or agent and either alone or in conjunction with any other person, firm or Company.

All of the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

4. The liability of the Members is limited.

5. The share capital of the Company is £1,500 divided into 1,500 shares of £1 each. The shares of the Company whether part of the original or any increased capital of the Company may be issued with any special, qualified, preferred or deferred rights and privileges or conditions as to capital, dividends, rights of voting or other matters but so that any such rights, privileges or conditions shall not be altered or modified except in accordance with the Articles of Association of the Company.³

³ By ordinary resolution passed on 6 February 1947 issuing 4,000 shares of £1 each thereby increasing authorised share capital to 5,500 shares of £1 each. By Special Resolution passed on 5 August 1959 creating 27,500 shares of £1 each thereby increasing the authorised share capital to 33,000 shares of £1 each. By Ordinary Resolution passed on 23 May 1977 creating 167,000 shares of £1 each thereby increasing authorised share capital to 200,000 shares of £1 each and by special resolution passed on 23 May 1977 that the sum of 3165,000 being part of the undivided profits of the Company be capitalised by applying the same in paying up in full 165,000 of the unissued shares of £1 each and such shares to be allotted and distributed credited as fully paid up to and amongst the holders of shares in proportion to the number of shares held by them respectively. By Special Resolution passed on 10 May 1985 198,000 of the existing issued ordinary shares of £1 each were converted and re-designated as Non-Cumulative 0.001% Preference Shares of £1 each.

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

| NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS | Number of shares taken by each subscriber |
|---|--|
| Geoffrey Rackham Red Roofs Roydon Ware Engineer | One |
| Hugh P Warren 171 Ordnance Road Enfield Lock Middlesex Medical Practitioner | One |

DATED this 7th day of January 1935

WITNESS to the above signatures:-

Nellie Jordan
H B M Cottages
Park Lane
Waltham Cross

Domestic Servant

"A"

Company Number 00296234

The Companies Act 1985 and 2006

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

of

LEIGH ENVIRONMENTAL SOUTHERN LIMITED

(adopted by Resolution passed on 16 January 1935 and altered by Resolutions passed on 1 April 1990 and 19 July 2021)

TABLE A

1. The Regulations contained in Table A as it relates to a private company limited by shares in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007, the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 ("Table A") and the Companies (Tables A to F) (Amendment) Regulations 2008 shall except where the same are excluded or varied by or inconsistent with these Articles apply to the Company. No regulations (other than those contained in Table A) set out in any statute or statutory instrument concerning companies shall apply as regulations of the Company.

INTERPRETATION

2. In these Articles unless the context otherwise requires:

"these Articles" means these Articles of Association in their present form or as from time to time altered;

"the Board" means the board of Directors of the Company;

"the Companies Acts" means every statute from time to time in force concerning companies insofar as the same applies to the Company;

"Director" means a Director of the Company;

"Member" means a member of the Company;

"Register of Members" means the register of Members of the Company;

"Secretary" means the company secretary of the Company;

every reference in these Articles to any statute or statutory provision shall be construed as if the reference were to such statute or statutory provision as it may have been, or may from time to time be, amended, modified or re-enacted (with or without amendment or modification);

any words or expressions defined in the Companies Acts in force at the time when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such part (as the case may be); and

where for any purpose an ordinary resolution of the Company is required, a special resolution shall be effective.

UNISSUED SHARE CAPITAL

3. Subject to the provisions of the Companies Acts and these Articles and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine.

CALLS

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSFERS OF SHARES

5. Subject to section 771 of the Companies Act 2006, the Directors may decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall not apply.

NOTICES CONVENING GENERAL MEETINGS

6.
 - (a) A notice convening a general meeting shall be required to specify the general nature of business to be transacted only in the case of special business and Regulation 38 in Table A shall be modified accordingly. All business shall be deemed special that is transacted at a general meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets and reports of the Directors and auditors and the appointment of and the fixing of the remuneration of the auditors.
 - (b) Every notice convening a general meeting shall comply with the provisions of section 325 of the Companies Act 2006 as to giving information to Members with regard to their right to appoint proxies.

NOTICES

7. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by giving it using electronic communications to an address (including any number or address used for the purposes of electronic communications) for the time being notified to the Company by the Member concerned, or by any other means provided such other means have been authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by first-class post, shall be deemed to have been served or delivered on the day after the day when the same was put in

the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document not sent by post but left by the Company at an address (other than an address for the purposes of electronic communications) shall be deemed to have been served or delivered when it was so left or sent. Any notice or other document sent or supplied by the Company using electronic communications shall be deemed to be received on the day on which it was sent or supplied. Proof that the notice or other document sent by electronic communications was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or other document was sent or supplied. Any notice or other document served, sent or supplied by the Company by any other means authorised in writing by the Member concerned shall be deemed to have been served, sent or supplied when the company has carried out the action it has been authorised to take for that purpose.

8. Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 112, 115 and 116 of Table A shall not apply.

PROCEEDINGS AT GENERAL MEETINGS

9. The quorum for a general meeting, at the time when the meeting proceeds to business, shall be one where there is a sole member. If there is more than one member the quorum for a general meeting shall be two members.
10. If a quorum is not present within half an hour from the time appointed for a general meeting, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor, such adjourned general meeting shall be dissolved. Regulation 41 in Table A shall not apply to the Company.

OFFICIAL SEAL

11. The Company may exercise all the powers conferred by the Companies Acts with regard to having any official seal, and such powers shall be vested in the Directors. Any instrument to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine.

BORROWING POWERS

12. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to section 80 of the Companies Act 1985 to grant any mortgage, charge or security over its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

CHANGE OF COMPANY NAME

13. Subject to section 79 of the Companies Act 2006 the Directors shall have the power to change the company name by board resolution.

NUMBER OF DIRECTORS

14. Unless otherwise determined by ordinary resolution, the number of Directors (other than alternate directors) shall not be subject to any maximum but shall be not less than one. Regulation 64 of Table A shall be modified accordingly. For such time as the company has

one Director, all references herein to the "Directors" shall mean that one director and any decision made by that Director shall be as valid and effectual as if it had been made at a meeting of the Directors duly convened and held.

ALTERNATE DIRECTORS

15. (a) Each Director shall have the power to appoint any person (whether a Director or not) to be his alternate Director and may at his discretion remove such alternate Director. If such alternate Director is not another Director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved.
- (b) Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointor and delivered to the Secretary at the registered office of the Company, or tendered at a meeting of the Directors.
- (c) An alternate Director shall, if his appointor so requests, be entitled to receive notices of meetings of the Directors or of a committee of the Directors to the same extent as, but in lieu of, his appointor and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties 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.
- (d) Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles relating to the Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointor.
- (e) An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part (if any) of the remuneration otherwise payable to the Director appointing him as such Director may by notice in writing to the Company from time to time direct.
- (f) Every person acting as an alternate Director shall have one vote for every Director for whom he acts as alternate (in addition to this own vote if he is also a Director) but he shall count as only one for the purpose of determining whether a quorum is present.
- (g) The signature of an alternate Director to any resolutions in writing of the Directors or a committee of the Directors shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointor.
- (h) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director.
- (i) Regulations 65 to 69 (inclusive) of Table A shall not apply to the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

16. Without prejudice to any other provisions of or incorporated in these Articles governing the appointment and removal of Directors, any Member or Members holding a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at general meetings of the Company may by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Board, or of the Company in general meeting, at any time and from time to time appoint any person to be a Director either to fill a casual

vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed.

17. The Directors and the Company by ordinary resolution shall each have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall (subject to Regulation 81 of Table A and to the provisions of the Companies Acts) hold office until he is removed pursuant to these Articles.
18. Regulations 73 to 80 (inclusive), Regulation 81 (e) and the last sentence of regulation 84 of Table A shall not apply.

DISQUALIFICATION OF DIRECTORS

19. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of Table A shall be modified accordingly.

DIRECTORS' GRATUITIES AND PENSIONS

20. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.

PROCEEDINGS OF DIRECTORS

21. Subject to the provisions of these Articles, the Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Meetings may be held in any part of the world. At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors. Notice of any meeting of the Directors may be given by e-mail, letter, telephone or facsimile or by such other electronic means as the Directors may determine from time to time. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom provided that notice of any meeting shall be given to any such Director if in the opinion of the Secretary he is, at the time notice is given, in a place where it is possible to give him notice of the meeting and from where it is possible for him to participate in the meeting by telephone or other telecommunications link as referred to in the next following Article. Any Director may waive notice of any meeting but no such waiver may be retroactive. Questions arising at a meeting shall be decided by a majority of votes. In the case of equality of votes the Chairman shall have a second or casting vote. Regulation 88 of Table A shall not apply to the Company.
22. A Director or a member of a Committee of the Directors shall be treated as present at a meeting of the Directors or such Committee notwithstanding that he is not physically present if he is in communication with the meeting by telephone or other telecommunications link so arranged that it is possible for each Director or member of the Committee to hear and be heard by each other person participating in the meeting. The quorum necessary for the transaction of the business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be two. A Director or member of a Committee who is in communication by telephone or other telecommunications link for the purposes of a meeting of the Directors or such Committee shall be counted as part of the quorum for such meeting. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

23. (a) The Board may, subject to the quorum and voting requirements set out in this Article, authorise any matter which would otherwise involve a Director breaching his duty under the Companies Acts to avoid conflicts of interest (a "Conflict").
- (b) A Director seeking authorisation in respect of a Conflict (the "relevant Director") shall declare to the Board the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The relevant Director shall provide the Board with such details of the relevant matter as are necessary for the Board to decide how to address the Conflict together with such additional information as may be requested by the Board.
- (c) Any Director (including the relevant Director) may propose that the relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Board shall be effected in the same way that any other matter may be proposed to and resolved upon by the Board under the provisions of these Articles save that:
- (i) the relevant Director and any other Director with a similar interest shall not count towards the quorum nor vote on any resolution giving such authority; and
 - (ii) the relevant Director and any other Director with a similar interest may, if he or they so volunteer or if the other members of the Board so decide, be excluded from any Board meeting while the Conflict is under consideration.
- (d) Where the Board gives authority in relation to a Conflict:
- (i) the Board may (whether at the time of giving the authority or subsequently) require that the relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the Board or otherwise) related to the Conflict; and impose upon the relevant Director such other terms for the purpose of dealing with the Conflict as it may determine;
 - (ii) the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Conflict;
 - (iii) the Board may decide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence;
 - (iv) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
 - (v) the Board may revoke or vary such authority at any time but this will not affect anything done by the relevant Director prior to such revocation in accordance with the terms of such authority.
24. (a) If a Director is in any way directly or indirectly interested in a proposed transaction or arrangement with the Company or a transaction or arrangement that has been entered into by the Company, he must declare the nature and extent of that interest to the Directors in accordance with the Companies Acts.
- (b) Provided he has declared his interest in accordance with paragraph (a), a Director may:

- (i) be party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company has a direct or indirect interest;
 - (ii) hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of Director for such period and upon such terms, including as to remuneration, as the Board may decide;
 - (iii) act by himself or through a firm with which he is associated in a professional capacity for the Company or any other company in which the Company may be interested (otherwise than as auditor);
 - (iv) be or become a director or other officer of, or employed by or otherwise be interested in any holding company or subsidiary company of the Company (or any subsidiary of any such holding company) or any other company in which the Company may be interested; and
 - (v) be or become a director of any other company in which the Company does not have an interest.
25. A Director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the Company for any remuneration, profit or other benefit realised by reason of his having any type of interest authorised under Article 24 or declared and permitted under Article 25 and no transaction or arrangement shall be liable to be avoided on the grounds of a Director having any type of interest authorised under Article 24 or declared and permitted under Article 25.
26. (a) References in Articles 24-26 and in this Article to a conflict of interest include a conflict of interest and duty and a conflict of interests and duties.
- (b) The Company may by ordinary resolution suspend or relax the provisions of Articles 24-26 to any extent or ratify any transaction or arrangement not properly authorised by reason of a contravention of any of the provisions of Articles 24-26.
- (c) Regulations 85 and 86 of Table A shall not apply to the Company.
27. Subject to the provisions of these Articles and provided such interest shall have been authorised under Article 24 or declared and permitted under Article 25, a Director shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the Company in which he is in any way, whether directly or indirectly, interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. For the purpose of this Article, an interest of a person who is, for any purpose of the Companies Acts, connected with a Director shall be treated as an interest of the Director and in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise. Regulations 94 to 98 (inclusive) of Table A shall not apply.

INDEMNITY

28. Subject to the provisions of the Companies Acts, every Director, alternate Director, 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 that 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 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 application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the Court. Regulation 118 of Table A shall not apply.