

Company No : 02630920

The Companies Act 1985

COMPANY LIMITED BY SHARES



SPECIAL RESOLUTIONS

of

CHURNGOLD (WASTE MANAGEMENT) LIMITED

Passed 27 November 1996

AT an Extraordinary General Meeting the Company, duly convened and held on 25 November 1996, the following resolutions were duly passed as special resolutions:

RESOLUTION

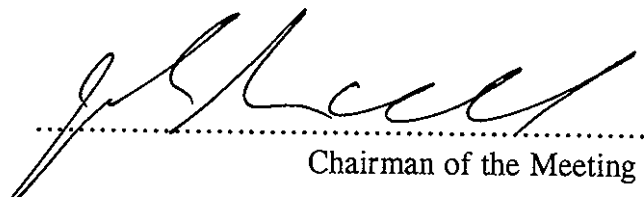
- 1 That with effect from the passing of this resolution the provisions of the Memorandum of Association of the Company are altered with regard to the objects of the Company by adding at the end of 3(p) of such Memorandum the following:

- 1.1 and to enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee in any manner, or otherwise provide security for, with or without directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets and uncalled capital of the Company or by any other means whatsoever, the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any costs or expenses relating thereto whether on any stocks, shares or securities or in any other manner whatsoever), the discharge of any debts or liabilities and the performance of any kind of obligation by any person, firm or corporation, wherever resident, formed or incorporated, including, without limitation, any corporation which is a

holding company, a subsidiary or a fellow subsidiary of the Company each as defined by Section 736 of the Companies Act 1985, to give any kind of indemnity or other undertaking in relation to the foregoing, to secure any such guarantee, indemnity or undertaking or the payment, discharge and performance of any such moneys, debts, liabilities and obligations by any mortgage, charge, pledge, lien, hypothecation, assignment by way of security or other security of any kind upon the whole or any part of the undertaking, property and assets of the Company, whether present or future, wherever situate, including its uncalled capital, and, without prejudice to the generality of the preceding words, to enter into any such transaction in relation to any debenture stock, loan stock, bonds, notes or other securities which have been or may be issued or allotted (whether in England and Wales or elsewhere) by any person, firm or corporation, and to effect all kinds of similar transactions under the laws of England and Wales or any other country or territory. For the purposes of this sub-clause 3(p) and for the avoidance of doubt "guarantee" shall be construed so as to include any other obligation howsoever described to pay, satisfy, provide funds (whether by advance of money, the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment of satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company, firm or person

and, that the following is added at the end of the objects clause:

- 1.2 "To the extent that the same is permitted by law, to give financial assistance for the purpose of the acquisition of shares in the Company or the Company's holding company for the time being (as defined by Section 736 of the Companies Act 1985) and to give such assistance by any means howsoever permitted by law."
- 2 That the Company be and it is hereby authorised to give the financial assistance described in the Directors' statutory declarations sworn or to be sworn by the Directors and produced to the Meeting for inspection and to enter into the Security Documents and the Inter Company Loan and the payment of expenses (as referred to in the Board Minutes of a meeting of the Board of Directors held immediately prior to the Meeting (copies of which being produced to the Meeting)) and to give the guarantees and charges contemplated thereby (the provision of such financial assistance subject to such terms and conditions being in the best interests and for the benefit of the Company and there being full and fair consideration to the Company for the obligations it thereby undertakes)


.....
Chairman of the Meeting