

## MEMORANDUM OF ASSOCIATION

of

### AKER KVAERNER SERVICES UK LIMITED

(formerly Kvaerner Services Limited, Trafalgar House Services Limited,  
Trafalgar House Group Services Limited, T.H.I. Group Services Limited,  
Trocoll Ideal Cementation Group Services Limited and Trocoll Ideal Services Limited)



1. The name of the Company is "AKER KVAERNER SERVICES UK LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (a) To carry on the business of providers of professional and non-professional, technical, secretarial, clerical, accounting, artistic and creative design, research and administrative services, and to provide houses, flats, offices, garage and other premises either furnished or unfurnished, required or suitable or convenient for the carrying on of the business of professional practices of any nature whatsoever, and to act as secretaries and agents, commercial or otherwise, managers, office managers, or managing agents for any company, corporation, partnership or person or persons, and to undertake any duties in relation to the management of or the provision of requisites or facilities for any business or professional practices carried on by any company, corporation, partnership, person or persons, of any kind whatsoever, and to manufacture, buy, sell and deal in, plant, machinery, tools, implements, materials, articles, and things of all kinds necessary or useful for carrying on the foregoing business or any of them or likely to be required by customers of or persons having dealings with the Company.
  - (b) To carry on any other business which may seem to the Company capable of being conveniently carried on in

connection with any business which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company, or to enhance the value of or render profitable any of the Company's properties or rights.

(c) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company, or carrying on any business which the Company is authorised to carry on, and upon any terms and for any consideration, and in particular for cash or in consideration of the issue of shares, securities or obligations of the Company.

(d) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(e) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purposes of its business and to erect, construct and equip buildings and works of all kinds.

(f) To apply for, purchase or otherwise acquire any patents, licences, and like rights, conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.

(g) To purchase, subscribe for or otherwise acquire, and to hold the shares, securities or obligations of any company in the United Kingdom or elsewhere.

(h) To invest the moneys of the Company in or upon such shares, securities and investments and in such manner as may from time to time be determined.

(i) To borrow or raise or secure the payment of money in such manner and upon such terms as the Company may think fit, and to enter into any guarantee, contract of indemnity or suretyship whether by personal covenant or otherwise, and in particular but without limiting the generality of the foregoing to guarantee the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, firm, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing, any company which is, (within the meaning of Section 154 of the Companies Act, 1948, or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of any such holding company, and to give or to agree to give any indemnity against or in respect of or in relation to any contract, obligation, debt or liability of any nature whatsoever which may be entered into or owing or incurred by any such person, firm, authority or company as aforesaid including in particular but without limiting the generality of the foregoing any contract, obligation, debt or liability entered into or owing or incurred by any company which is (within the meaning of the said Section 154 or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of such holding company, or entered into with or owing to or in favour of any customer of or person dealing in any way with any such company as aforesaid, or entered into or incurred at the request of or for the benefit of, or in connection with the activities of, any such company as aforesaid, and for any of the purposes aforesaid to mortgage or charge the undertaking and all or any part of the property and assets of the Company both present and future, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

(j) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or company having dealings with the Company, or in whose business or undertaking the Company is interested.

(k) To draw, make, accept, indorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.

(l) To lend money to such persons, upon such terms and subject to such conditions as may seem expedient.

(m) To sell, let, develop, dispose of or otherwise deal with the undertaking of all or any part of the property of the Company, upon any terms, with power to accept as the consideration any shares, securities or obligations of or interest in any other company.

(n) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting shares, debentures, debenture stock, securities or obligations.

(o) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them.

(p) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance - the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- (q) To promote any company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to pay all the expenses of or incidental to such promotion.
- (r) To amalgamate with any other company.
- (s) To distribute any of the Company's property or assets among the members in specie.
- (t) To cause the Company to be registered or recognised in any foreign country.
- (u) To do all or any of the above things in any part of the World, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (v) To do all such other things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

And it is hereby declared that the word "company", save where used in reference to this Company in this Clause, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £100,000,000 divided into 100,000,000 Ordinary Shares of £1.00 each.

The Share Capital was increased from £1,000 to £100,000 divided into 100,000 Ordinary Shares of £1.00 each by resolution passed on 16th July 1973. The Share Capital was further increased to £500,000 divided into 500,000 Ordinary Shares of £1.00 each by resolution passed on 15th January 1981. The Share Capital was increased to £100,000,000 divided into 100,000,000 Ordinary Shares by resolution passed on 30th March 1989.

WE, the several persons whose names and addresses 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
LYNN CALDWELL CONNELL, 17 Throgmorton Avenue, London, E. C. 2.  Solicitor.	ONE
RICHARD HENRY SCOPES, 17 Throgmorton Avenue, London, E. C. 2.  Solicitor's Articled Clerk.	ONE

DATED this 6th day of May, 1968.

WITNESS to the above Signatures: -

S. J. FILTNESS,  
212 Hockley Road,  
Rayleigh,  
Essex.

Secretary.

**THE COMPANIES ACT 1985 AND 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**AKER KVAERNER SERVICES UK LIMITED**

(Adopted by Special Resolution passed on 15 October 2001)

**1. PRELIMINARY**

**1.1 In these Articles:-**

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

Table A" means the Table A in the Schedule of Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and by the Companies Act 1985 (Electronic Communications) Order 2000).

"Subsidiary" has the meaning as defined in Section 736 of the Act.

"Holding Company" has the meaning as defined in the said Section 736 of the Act.

"Group Company" means any company which in relation to the Company is a Subsidiary, a Holding Company or a Subsidiary of such Holding Company.

- 1.2** The regulations contained in Table A 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 unless otherwise stated.

- 1.3** Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose

**2. SHARES**

- 2.1** The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- 2.2** Subject as otherwise provided in the Act or in these Articles, the Shares shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons and in such manner as they think fit.
- 2.3** The pre-emption provisions of Section 89 (1) of the Act and the provisions of sub-sections (1) to (6) inclusive of Section 90 of the Act shall not apply to any allotment of the Company's equity securities.

### **3. TRANSFER OF SHARES**

The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 shall not apply.

### **4. NOTICE OF GENERAL MEETINGS**

- 4.1 Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and vote instead of him and that a proxy need not be a member of the Company.
- 4.2 The notice shall specify the general nature of the business to be transacted at the meeting; and if any resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.
- 4.3 In the case of an Annual General Meeting, the notice shall also specify the meeting as such.

### **5. PROCEEDINGS AT GENERAL MEETINGS**

In the case of joint holders of a share, a resolution in writing may be signed by any one of such joint holders. In the case of a corporation which holds a share, a resolution in writing may be signed on its behalf by any Director or the Secretary thereof. Regulation 53 shall be extended accordingly.

### **6. VOTES OF MEMBERS**

- 6.1 A proxy shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be modified accordingly.
- 6.2 In the case of an instrument in writing appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified, at the registered office) at least one hour before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or be delivered to the Secretary (or the chairman of the meeting) on the day and at the place of, but in any event before the time appointed for holding, the meeting or adjourned meeting or poll. The instrument may be in the form of a facsimile or other machine made copy and shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates. Regulations 62(a), 62(b) and 62(c) shall not apply. Regulation 62(aa) shall apply save that the words "at least one hour" shall be substituted for the words "not less than 48 hours" in such Regulation.



## **7. CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

Any one of the Directors or the Secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the Directors or other governing body of such corporation, may (subject to the Articles of Association of that corporation) act as its representative at any meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

Any one of the Directors or the Secretary for the time being of the Company or any other person appointed by resolution of the Directors may act as its representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.

## **8. DIRECTORS**

- 8.1 The number of Directors shall not be less than two in number, Regulation 64 shall be modified accordingly.
- 8.2 A Director of the Company may be or become a Director or other officer or otherwise interested in any Holding Company of the Company or any other company promoted by such Holding Company or in which such Holding Company may be interested and Regulation 85 of Table A shall be extended accordingly.

## **9. REMUNERATION OF DIRECTORS**

Any director who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the Directors may determine. Regulation 82 shall be extended accordingly.

## **10. ALTERNATE DIRECTORS**

- 10.1 An alternate Director shall (except when absent from the United Kingdom) 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 his 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. If he 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 not be counted more than once for the purposes of the quorum. 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, nor shall he be deemed to be the agent of his appointor. Regulations 66 and 69 shall not apply.
- 10.2 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.

## **11. DIRECTORS' INTERESTS**

A Director shall not vote in respect of any contract or arrangement in which he is interested (and if he shall do so his vote shall not be counted) nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting, but this Article shall not apply to any of the following matters, namely:-

- (a) any arrangement for giving to him any guarantee, security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its subsidiaries; or
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company, or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security; or
- (c) any contract by him to subscribe for or underwrite shares or debentures of the Company or any of its subsidiaries; or
- (d) any contract or arrangement with any other company in which he is interested only as a shareholder in or beneficially interested in shares or securities of that company and such shares or securities have a listing on the London Stock Exchange or any other recognised stock exchange; or
- (e) any such scheme or fund as is referred to in Article 17 which relates both to Directors and to employees or a class of employees and does not accord to any Director as such any privilege or advantage not generally accorded to the employees to which such scheme or fund relates; or
- (f) any contract or arrangement with a Group Company.

The provisions of this Article may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction, by ordinary resolution of the Company, and any particular contract, arrangement or transaction carried out in contravention of this Article may be ratified by ordinary resolution of the Company. Regulations 94 to 97 shall not apply.

## **12. DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 12.1 The office of a Director shall be vacated in any of the events specified in Regulation 81 and also if he shall in writing offer to resign and the Directors shall resolve to accept such offer or if he shall be removed from office by notice in writing signed by all his co-Directors (being at least two in number), but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 12.2 Any provision of the Act which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment or election as a Director or liable to vacate office as a Director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment or election of any Director over a specified age, shall not apply to the Company.

## **13. ROTATION OF DIRECTORS**

The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the second and third sentences of Regulation 79 shall not apply, and other references in the said Table A to retirement by rotation shall be disregarded.

#### **14. ASSOCIATE DIRECTORS**

The Directors may from time to time appoint any person or persons to be an Associate Director or Associate Directors of the Company and may from time to time define, limit and/or restrict his or their powers and may fix and determine his or their remuneration and duties, and may at any time remove any such Associate Director provided always that any such Associate Director shall not be taken into account in calculating the quorum or be entitled to vote at any of the meetings of the Directors at which he maybe asked to be present and shall not:-

- (a) have any right of access to the books of the Company; or
- (b) be entitled to receive notice of or to attend meetings of the Directors; or
- (c) be entitled to participate in any respect in the exercise of the collective powers or duties of the Directors, or to exercise any individual powers or duties of a Director under these Articles (including this Article) provided that no act shall be done by the Directors which would impose any personal liability on any such Associate Director, whether under the Act or otherwise, except with his knowledge.

#### **15. VIDEO CONFERENCE AND TELEPHONE BOARD MEETINGS**

- 15.1 The Directors, and any committee of the Directors, may meet by way of a video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or by way of a series of video conferences or telephone calls from the chairman of the meeting. Participation in this way shall be treated as being present at the meeting.
- 15.2 A meeting which takes place by a series of video conferences or telephone calls from the chairman shall be treated as taking place where the chairman is. In other cases, meetings shall be treated as taking place where the largest group of the participants are or, if there is no such group, where the chairman is.

#### **16. WRITTEN RESOLUTIONS**

A resolution in writing signed or approved by fax or by any electronic systems or by telephone and subsequently confirmed in writing or by fax or by electronic systems by all the directors for the time being and entitled to vote thereon or of a committee of directors shall be as valid and effectual as a resolution duly passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents or other such forms of approval in the like form each signed or so approved by one or more of the directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. This article shall replace Regulation 93.

## 17. NOTICES

17.1 Any notice or other document required by these Articles to be given by the Company may be served on or delivered to any member or other person by the Company either:

- (a) personally;
- (b) by sending it by post in a pre-paid envelope to the address, if any, supplied by the member or other person to the Company as the address for service of documents;
- (c) by delivering it to such address addressed as aforesaid;
- (d) by fax (except for share certificates) to a fax number notified by the member or other person to the Company in writing; and
- (e) by electronic mail (except for share certificates) to an address notified by the member or other person to the Company in writing.

17.2 Where a notice or other document is served or delivered by post, service or delivery shall be deemed to be effected at the time when the envelope containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope containing the notice or document was properly addressed, stamped and posted. Where a notice or other document (other than a share certificate) is served or delivered by fax, service or delivery shall be deemed to be effected at the time it was sent. Where a notice or other document (other than a share certificate) is served or delivered by electronic mail, service or delivery shall be deemed to be effected at the time it was sent.

17.3 Members may serve or deliver a document to the Company:

- (a) by delivering it by hand to the registered office of the Company;
- (b) by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the registered office of the Company;
- (c) by fax to the fax number notified by the Company in its communication to members for this purpose; and
- (d) by electronic mail to the address notified by the Company in its communication to members for this purpose.

17.4 If a notice or document is delivered by hand, service or delivery shall be deemed to be effected at the time it is left at the registered office of the Company. If a notice or document is sent by post or other delivery service, service or delivery shall be deemed effected at the time it is received at the registered office of the Company. If a notice or document is sent by fax, service or delivery shall be deemed to be effected at the time it was received. If a notice or document is sent by electronic mail, service or delivery shall be deemed to be effected at the time it was received.

17.5 A member whose registered address is not within the United Kingdom shall be entitled to have notices sent to him as if he were a member with a registered address within the United Kingdom and the third sentence of Regulation 112 shall not apply.

17.6 Regulations 111 to 116, inclusive shall be modified accordingly.

## **18. INDEMNITY**

- 18.1 Subject to the provisions of and so far as may be consistent with the Act, every Director, Secretary or other officer of the Company shall be indemnified by the Company out of its own funds against and/or exempted by the Company from all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) 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 judgment 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 application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.
- 18.2 Without prejudice to paragraph 18.1 of this Article the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees of any Relevant Company (as defined in paragraph 18.3 of this Article) or who are or were at any time trustees of any pension fund or employees' share scheme in which employees of any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to any Relevant Company, or any such pension fund or employees' share scheme.
- 18.3 For the purpose of paragraph 18.2 of this Article "Relevant Company" shall mean the Company, any Holding Company of the Company or any other body, whether or not incorporated, in which the Company or such Holding Company or any of the predecessors of the Company or of such Holding Company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.

## **19. SOLE MEMBER**

If and for so long as the Company has only one member:

- (a) in relation to a general meeting, the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member is a quorum and regulation 40 of Table A is modified accordingly;
- (b) a proxy for the sole member may vote on a show of hands and regulation 54 of Table A is modified accordingly;
- (c) the sole member may agree that any general meeting, other than a meeting called for the passing of an elective resolution, be called by shorter notice than provided for by the articles; and
- (d) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).

## 20. OVERRIDING PROVISIONS

Any member holding, or any members together holding, shares carrying not less than 90 per cent. of the votes which may for the time being be cast at a General Meeting of the Company may at any time and from time to time:-

- (a) appoint any person to be a Director (whether to fill a vacancy or as an additional Director);
- (b) remove from office any Director howsoever appointed but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company;
- (c) by notice to the Company require that no unissued shares shall be issued or agreed to be issued or put under option without the consent of such member or members.
- (d) restrict any or all powers of the Directors in such respects and to such extent as such member or members may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed by the member or members. The notice may consist of several documents in similar form each signed by or on behalf of one or more holders and shall be left or sent by post or facsimile transmission to the office or such other place designated by the Directors for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of such member or members has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

To the extent of any inconsistency this Article shall have overriding effect as against all other provisions of these Articles.

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