

Company No: 2481967

The Companies Act 1985

---

COMPANY LIMITED BY SHARES

---

SPECIAL RESOLUTION

of

ROCK WELDING SUPPLIES LIMITED

---

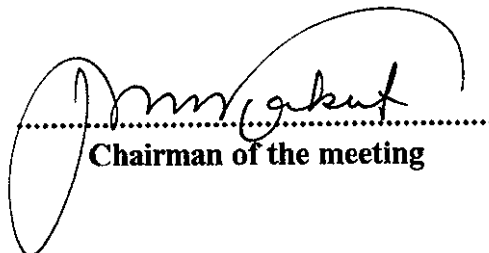
Passed on 14th September 1995

---

AT an extraordinary general meeting of the Company, duly convened and held on 14th September 1995, the following resolution has been passed as a special resolution:

**RESOLUTION**

That with effect from the passing of this resolution the regulations contained in the document produced to this meeting and for the purpose of identification signed by the chairman thereof are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association of the Company.

  
.....  
Chairman of the meeting



THE COMPANIES ACT 1985

---

COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION

of

ROCK WELDING SUPPLIES LIMITED

(Adopted by Special Resolution passed on 14 September 1995)

Preliminary

- 1 The Regulations contained in Table A ("Table A") in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 shall apply to the Company save insofar as they are excluded or varied hereby and with these Articles shall constitute the Articles of Association of the Company
- 2 References in these Articles to "the Act" means the Companies Act 1985 (as amended). References in these Articles to numbered Regulations shall unless the context otherwise requires, be deemed to be references to Regulations in Table A. Regulations 24, 40, 41, 54, 64, 66, 69, 73 to 81 inclusive, 87, 90, 94 to 97 inclusive, 101 and 115 shall not apply to the Company.
- 3 For the purpose of these Articles the expression "a member of the Leen Gate Group" shall mean Leen Gate Group Limited, any subsidiary of Leen Gate Group Limited and any company of which Leen Gate Group Limited is a subsidiary and any subsidiary of such company.

Shares

- 4 The authorised share capital of the Company at the date of the adoption of these Articles is £1000 divided into 1000 ordinary shares of £1 each.
- 5 Any resolution declaring or resolving to pay a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that such dividend shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and in such event such dividend shall be payable to them in accordance with their respective holdings so registered notwithstanding any subsequent transfer or transmission of such shares, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares.

- 6 Save as may be provided by Regulation 110 of Table A all shares which are comprised in the authorised share capital of the Company from time to time which the directors propose to issue shall first be offered to the members in proportion to the number of the existing shares held by them respectively and at the same price unless the Company shall by special resolution otherwise direct.
- 7 The lien conferred by Regulation 8 shall extend to fully paid shares and to all shares 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 several joint holders.
- 8 There shall be added at the end of the first sentence of Regulation 18 of Table A, so as to increase the liability of any member in default in respect of a call, the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### Transfer of Shares

- 9 The directors shall refuse to register any transfer of shares made in contravention of the provisions of these Articles but (subject to Regulation 24 of Table A) shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the directors may request 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 reasonably 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.
- 10 Notwithstanding any other provisions of the these Articles a transfer of any shares in the Company held by any member of the Leen Gate Group may be made between the member of the Leen Gate Group holding such shares and any other member of the Leen Gate Group without restriction as to price or otherwise and any such transfer shall be registered by the directors.
- 11 11.1 Any person (hereinafter called "the proposing transferor") proposing to transfer any shares ("Sale Shares") shall give notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same and specifying the price per Sale Share at which he is willing to sell them. The Company shall (subject to compliance with the Act) be entitled to acquire the Sale Shares at the price specified in the transfer notice, or at the fair value certified in accordance with Article 14.3 whichever shall be lower. If the Company does not wish to acquire the Sale Shares or is unable to do so, then the Sale Shares shall be offered to Leen Gate Welding Supplies Limited or, at the direction of Leen Gate Welding Supplies Limited, any member of the Leen Gate Group. Following receipt of confirmation by the Company and Leen Gate Welding Supplies Limited that neither they nor any member of the Leen Gate Group wish to acquire the Sale Shares, the transfer notice shall

constitute the Company the agent of the proposing transferor for the sale of all (but not some only) of the Sale Shares comprised in the transfer notice together with all rights then attached thereto to any member or members willing to purchase the same (hereinafter called "purchasing members") at the price specified therein or at the fair value certified in accordance with Article 11.3 (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the directors.

11.2 The Sale Shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall:-

- 11.2.1 state the identity of the proposing transferor, the number of Sale Shares comprised in the transfer notice and the price per Sale Share specified in the transfer notice and inform the members that Sale Shares are offered to them in accordance with the provisions of this Article 11.2;
- 11.2.2 contain a statement to the effect that the Sale Shares are offered in the first instance in the proportion referred to in the opening sentence of this Articles 11.2 but go on to invite each member to state in his reply whether he wishes to purchase more or less Sale Shares than his proportionate entitlement and if so what number;
- 11.2.3 contain a statement of the right of each member to request a certificate of fair value under Article 11.3;
- 11.2.4 contain a statement to the effect that each of the shares in question is being offered to members at the lower of the price specified in the transfer notice and (if applicable) its fair value certified in accordance with Article 11.3;
- 11.2.5 state the period in which the offer may be accepted if no such certificate of fair value is requested (not being less than twenty-two days or more than forty-two days after the date of the offer notice); and
- 11.2.6 contain a statement to the effect that, if such a certificate of fair value is requested, the offer will remain open for acceptance until the expiry of a period of fourteen days commencing on the date of the notice of the certified fair value given to members pursuant to Article 11.3 or until the expiry of the period referred to in Article 11.2.5 whichever is the later.

For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company and may, if so specified in the acceptance, be accepted by a member in respect of a lesser number of Sale Shares than his full proportionate entitlement. If all the members do not accept the offer in respect of their respective proportions in full the Sale Shares not so accepted shall be used to satisfy any claims for additional Sale Shares as nearly as may be in proportion to the number of shares already held by the members claiming additional Sale Shares, provided that no member shall be obliged to take more Sale Shares than he shall have applied for. If any Sale Shares shall not be capable of being offered to the members in proportion to their existing holdings, except by way of fractions, the same shall be offered to the members, or some of them, in such proportions as the directors may think fit.

- 11.3 Any member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the auditors for the time being of the Company certify in writing the sum which in their opinion represents the fair value of each of the Sale Shares as at the date of the transfer notice. If the auditors decline such appointment at their discretion then a person nominated by the President for the time being of the Institute of Chartered Accountants of England and Wales on the application of the directors or any member on behalf of the Company shall be instructed to give such certificate and any following reference in these Articles to the auditors shall include any person so nominated. Forthwith upon receipt of such notice the Company shall instruct the auditors to certify as aforesaid and the costs of producing such certificate shall be apportioned among the proposing transferor and the purchasing members and borne by any one or more of them as the auditors in their absolute discretion shall decide. In certifying the fair value as aforesaid the auditors shall be entitled to obtain professional valuations in respect of any of the Company's assets and shall be considered to be acting as experts and not as arbitrators or arbiters and accordingly any provisions of law or statute relating to arbitration shall not apply. Forthwith upon receipt of the certificate of the auditors, the Company shall by notice in writing inform all members of the certified fair value of each Sale Share and of the price per share (being the lower of the price specified in the transfer notice and the certified fair value of each Sale Share) at which the Sale Shares are offered for sale.
- 11.4 If purchasing members shall be found for all the Sale Shares within the appropriate period specified in Article 11.2, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing members and the number of Sale Shares to be purchased by each purchasing member and the proposing transferor shall be bound upon payment of the price due in respect of all the Sale Shares comprised in the transfer notice to transfer the Sale Shares to the purchasing members.

- 11.5 If in any case the proposing transferor after having become bound as aforesaid make default in transferring any Sale Shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such Sale Shares on behalf of and as attorney for the proposing transferor in favour of the purchasing members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing members. The Company shall pay the purchase money into a separate bank account and shall hold the same on trust for the proposing transferor.
- 11.6 If and when required by notice in writing by the holder or holders of (in aggregate) a majority in nominal value of the other shares in the Company so to do ("the call notice"):
- 11.6.1 a member who transfers or purports to transfer any share in the Company in breach of the foregoing provisions of these Articles shall be bound to give a transfer notice in respect of the shares which he has transferred or purported to transfer in breach of these Articles; or
- 11.6.2 a member who causes or permits any of the events specified in Article 11.7 shall be bound to give a transfer notice in respect of all the shares registered in the name of such member.

In the event of such member failing to serve a transfer notice within thirty days of the date of the call notice such member shall be deemed to have given a transfer notice pursuant to Article 11.6.1 or 11.6.2 at the expiration of such period of thirty days and to have specified therein as the price per share the fair value of each share to be certified in accordance with Article 11.3. The provisions of Articles 11.2 to 11.5 (inclusive) and Article 9 shall mutatis mutandis apply.

- 11.7 The events specified for the purposes of Article 11.6.2 are:-

- 11.7.1 any direction (by way of renunciation nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;
- 11.7.2 any sale, dealing with or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise but excluding any transmission of a share to any person becoming entitled to such share in consequence of the death or bankruptcy of a member) by whomsoever made and whether or not effected by an instrument in writing save where the disposition is by service of a transfer notice in accordance with these Articles;
- 11.7.3 the holding of a share as a bare nominee for any person.

- 11.8 The provisions of Articles 11.1 to 11.6 (inclusive) may be waived in any particular case if all the members give their consent in writing.
- 12 12.1 Whenever any member of the Company who is employed by the Company in any capacity or is a director of the Company (or both) ceases to be employed by the Company or to hold office for any reason, excluding by reason of the death of such member, such member shall (unless he has already given a transfer notice) be bound to give a transfer notice pursuant to Article 11.1 in respect of his entire shareholding in the Company.
- 12.2 In the event of such member failing to give a transfer notice within fourteen days of his ceasing to be a director of or employed by the Company he shall upon the expiration of such period be deemed to have given a transfer notice in respect of all shares then held by him at such time and the provisions of Articles 11.2 to 11.5 (inclusive) shall mutatis mutandis apply.
- 12.3 In respect of any transfer notice required to be given or deemed to have been given pursuant to this Article 12 such transfer notice shall be deemed to have specified the price per share as being the fair value of each share to be certified in accordance with Article 11.3.
- 12.4 As from the date a transfer notice is given or deemed to have been given pursuant to Articles 12.1, 12.2 or 13 and until such time as the shares in respect of which such notice is given are transferred, such shares shall cease to entitle the holder of them or any proxy to any voting rights (whether on a show of hands or on a poll otherwise attaching to such shares) or to any further shares issued in right of such shares or in pursuance of any offer made to the holder thereof whether such rights would otherwise have been exercisable at a general meeting of the Company or any separate meeting of the class in question.

#### Transmission of Shares

- 13 In the application of Regulations 29 to 31 of Table A to the Company:-
- 13.1 any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;
- 13.2 if a person so becoming entitled shall not have given a transfer notice in respect of any share within six months of the death or bankruptcy, the holder or holders of (in aggregate) a majority in nominal value of the other shares in the Company may at any time thereafter by notice in writing require such person within thirty days of the date of such notice to give a transfer notice in respect of all the shares to which he has become so entitled and for which he has not previously given a transfer notice and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice relating to those shares in respect of which he has still not done so;

- 13.3 In respect of any transfer notice required to be given or deemed to have been given pursuant to this Article 13 such transfer notice shall be deemed to have specified that the price per share shall be the fair value of each share to be certified in accordance with Article 11.3 and the provisions of Articles 11.2 to 11.5 (inclusive) shall mutatis mutandis apply.

#### Proceedings at general meetings

- 14 14.1 No business shall be transacted at any general meeting unless a quorum of members is present throughout the meeting. A quorum shall consist of two members present in person or by proxy or (in the case of a member being a corporation) by representation provided that for so long as Leen Gate Welding Supplies Limited or any member of the Leen Gate Group is a member of the Company, the quorum shall consist of two members present in person or by proxy (or in the case of a member being a corporation by representation) of whom shall be a representative of Leen Gate Welding Supplies Limited, or as the case may be, the member of the Leen Gate Group who is a member of the Company.
- 14.2 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, so long as any member of the Leen Gate Group is a member of the Company, such member of the Leen Gate Group present by proxy or by representative shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

#### Votes of members

- 15 15.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member entitled to vote who (being an individual ) is present in person or by proxy (not being himself a member entitled to vote) or (being a corporation) is present by a representative or proxy (not being himself a member entitled to vote) shall have one vote and, on a poll, each member shall have one vote for each share of which he is the holder. Unless otherwise agreed by the member of the Leen Gate Group, if any, who is a member of the Company present (either by representative or proxy) at the meeting, all matters at a general meeting shall be decided on a poll.
- 15.2 The words "be entitled to" shall be inserted between the words "shall" and "vote" in Regulation 57 of Table A.
- 15.3 A member shall not be entitled to appoint more than one proxy to attend and vote on the same occasion and accordingly the final sentence of Regulation 59



of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.

#### Alternate directors

- 16 16.1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors of which his appointor is a member ( subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor at such meeting as a director in his absence. An alternate director shall not be entitled to receive any remuneration from the Company, save that he may be paid by the Company 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.
- 16.2 A director, or any such other person as is mentioned in Regulation 65 of Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present and the final sentence of Regulation 88 of Table A shall not apply to the Company.
- 16.3 Save as otherwise provided in the Articles of the Company, an alternate director shall be deemed for the purposes specified in Article 16.1 to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

#### Appointment and retirement of directors

- 17 17.1 The directors shall not be required to retire by rotation.
- 17.2 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 17.3 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Regulation 64 of Table A as the maximum number of directors for the time being in force.

#### Disqualification and removal of directors

- 18 The office of a director shall be vacated if:-

- 18.1 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or
- 18.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 18.3 he is, or may be suffering from mental disorder and either:-
- 18.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or in Scotland an application for admission under the Mental Health (Scotland) Act 1960, or
  - 18.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property of affairs: or
- 18.4 he resigns his office by notice to the Company; or
- 18.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

#### Gratuities and pensions

- 19 The directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in section 27 (3) of the Companies Act 1989) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

#### Proceedings of the directors

- 20 20.1 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:-
- 20.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
  - 20.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

- 20.1.3 may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 20.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 20.1.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 20.1.1 to 20.1.4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.
- 20.2 For the purposes of Article 20.1:-
- 20.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 20.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 20.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles are adopted) 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.
- 20.3 The quorum for the transaction of business of the directors shall throughout the meeting be four including the Finance Director for the time being.
- 20.4 Any director including an alternate director may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar means of communications equipment whereby all persons participating in the meeting can hear each

other and participation in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

20.5 Regulation 88 of Table A shall be amended by substituting for the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom".

the following sentence:-

"Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service".

#### The seal

- 21 If the Company has a seal it shall be used only with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one director and by the secretary or another director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal.

#### Notices

- 22 22.1 In Regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope".
- 22.2 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted.
- 22.3 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

### Winding up

- 23 In Regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

### Indemnity

- 24 24.1 Subject to the provisions of section 310 of the Act every director (including an alternate director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the court, and no director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto.
- 24.2 The directors shall have power to purchase and maintain at the expense of the Company for the benefit of any director (including an alternate director) or officer of the Company insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, (including as an alternate director) officer or auditor.
- 24.3 The directors may authorise the directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director) or other officer of such company in respect of such liability, loss or expenditure as is referred to in Article 24.2