

Company Number 2833805

**THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION**

of

JARVIS CONSTRUCTION (UK) LIMITED*



- I. The name of the Company is Jarvis Construction (UK) Limited*
- II. The Registered Office of the Company will be situated in England and Wales
- III. The objects for which the Company is established are:
 - (1) (a) To carry on all or any of the trades or businesses of builders and building contractors, civil and constructional engineers, public works contractors, electrical and general engineers and engineering contractors for mining, quarrying and excavating coal, shale, oil and other minerals, quarry owners, quarries, brick manufacturers, plumbers, excavators, colliery proprietors, road making, drainage, site levelling, embankment building and for the erection of dams and culverts and all other civil engineering operations and equipment and services for and in connection with all aspects of the construction and contracting industry.
 - (b) To contract, erect, lay down, enlarge, alter and maintain any roads, railways, sidings, bridges, buildings, tanks, drains, pipes, culverts, channels, plant and machinery, sewage and other works or things necessary or convenient for the Company's business.
- (2) (a) To carry on the business of carriers and haulage contractors by all means of transport by land, sea, rail and inland waterway and to operate, work, repair, maintain, equip and to construct, purchase, sell, hire or lease lorries, trucks, engines, rolling stock, ships or any other vehicles appropriate for the carriage of passengers, goods, waste or scrap.
- (b) To carry on the business of waste disposal contractors in all their branches in the United Kingdom and elsewhere including the collection, transportation, handling, treatment and/or scrap.

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- (c) To purchase, rent, lease, occupy, hire, construct, erect, maintain, reclaim, restore and develop any lands, quarries, clay pits, buildings, transfer stations, and plant and machinery in
 - (d) connection with the collection, transportation, handling, treatment and disposal of waste or scrap.
 - (e) To manufacture, purchase, sell, deal in, or otherwise dispose of manures, chemicals, oils, vegetables and other substances, materials and things that may be dealt with in connection with the collections, transportation, handling, treatment and disposal of waste.
 - (f) To collect, prepare for market, distribute, import and export landfill gas and gases of all kinds and to utilise and develop for sale or use landfill gas and other sources of energy generally.
- (3) (a) To acquire lands, mines, metals and minerals of any sort, and mining and quarrying and other similar rights and to work any mines or pits and to search for, bore for, work, win, and get any of the substances before mentioned or referred to and to exercise any quarrying, mining, or similar rights acquired or to be acquired by the Company, and to manufacture or treat or subject to any processes any of the said substances, and to let or sub-let on lease or otherwise, sell, deal in, and dispose of or otherwise turn to profit any of the said lands, mines, metals, minerals, aggregates or other substances or the products thereof either belonging to the Company or any other Company or persons, and generally to carry on the business of land owners, mineral owners, royalty owners and wholesalers, retailers, hirers, manufacturers and providers of, and dealers in, any or all of the metals, minerals and other substances before referred to, and for any of these purposes to act as agents or licensees upon commission or otherwise.
- (b) To acquire by purchase, lease, exchange or otherwise for development, investment or resale and to traffic in land and house and other property of any tenure or any interest therein, and to create, reserve, sell and deal in freehold and leasehold rents, and to make advances upon the security of land or house or other property or any interest therein, and whether erected or in course of erection, and generally to deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property (whether real or personal) and to turn the same to account as may seem expedient, and in particular by constructing, reconstructing, altering, repairing, improving, decorating, furnishing, and maintaining houses, flats, bungalows, offices, factories, warehouses, wharves, buildings, works and conveniences of all kinds; and to manage any land,

buildings or other property as aforesaid, whether belonging to the company or not.

- 4 To carry on business of advisers in relation to the administration and organisation of industry and business and the training of personnel for industry and business and to carry on all or any of the businesses of industrial business and personnel consultants and to research into and advise upon the means and methods for extending, developing and improving all types of businesses or industries and all systems or processes relating to the production, storage, distribution, marketing and sale of goods and/or relating to the rendering of services.
- 5 To buy, sell, manufacture, export and deal in all or any of the substances, articles, goods and products before mentioned or referred to an also machinery, plant, implements, conveniences, provisions and things capable of being used in connection with any of the operations before mentioned or referred to, or required by workmen or others employed by the Company or by any other Company or any persons engaged in any such operations.
- 6 To carry on any other business (whether manufacturing, trading or otherwise), which may seem to the Company capable of being conveniently carried on in connection with any of the above specified businesses or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or rights.
- 7 To purchase, manufacture, hire, charter, feu, lease or by other means acquire any property, heritable or moveable, real or personal, and any buildings, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, live and dead stock, barges, vessels or things, and any real or personal property or rights whatsoever which may be necessary for or may be conveniently used with, or may enhance the value of any other property of the Company, or to acquire or dispose of any rights, privileges, or easements over or in respect of any such property.
- 8 To build, construct, maintain, alter, enlarge, work, pull down and remove or replace any buildings, factories, mills, offices, works, plant, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage, and control the same, or join with others in so doing.
- 9 To purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any

patents, patent rights, brevets d'invention, licences, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.

- 10 To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangements for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, and to give or accept, by way of consideration for any of the acts, or things aforesaid, or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- 11 To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, sell, feu, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the heritable or moveable property and rights of the Company.
- 12 To invest or deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- 13 To lend and advance money or give credit to such persons and on such terms as may seem expedient with or without security and without prejudice to said generality in particular to customers and other having dealings with the Company, and to purchasers of any of the property of the Company, and to enter into any guarantee, contract of indemnity or suretyship and in particular, (without prejudice to the generality of the foregoing) whether with or without the Company receiving any consideration, to guarantee or to grant any indemnity in respect of or to secure (with or without a personal covenant and with or without a mortgage, charge (whether fixed or floating), security right, lien or encumbrance upon all or any part of the undertaking and assets, present and future, and the uncalled capital of the Company) the performance of any obligation, contract or liability or loss or cost or expense or the payment of any debt or sum including the principal amount thereof or any

dividend, interest or premium on any stock, debenture, debenture stock, bond, share or other security of any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company in business.

- 14 To borrow or raise money with or without security and, for the purposes of or in connection with the borrowing or raising of money by the Company, to become a member of any building society and to accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit by the Company or its Directors and, in particular, by the granting or creating or the permitting to subsist of any mortgages, charges (whether fixed or floating), security rights, liens or encumbrances upon the undertaking of the Company and all or any of its real and personal, moveable and immovable property, (present and future) or by the granting or creating or the permitting to subsist of any mortgage, pledge or charge over all or any of the uncalled capital for the time being of the Company or by the creation and issue, at par or at a premium or discount and for such consideration and with subject to such rights, powers, privileges and considerations as may be thought fit, of bonds, debentures, debenture stock, perpetual, redeemable or repayable or otherwise or of other obligations or securities of the Company of any description
- 15 To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 16 To apply for, promote, and obtain any Act of Parliament, Provisional Order, or license of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 17 To enter into any arrangements with any Governments or authorities (supreme, municipal or otherwise), or any corporations, companies, landowners or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company or person, any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

- 18 To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- 19 To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- 20 To remunerate any person, firm or company rendering services to this Company, and without prejudice to said generality, in particular any servant, director or employee of the Company, either by cash payment or by the allotment to him or them of Shares of the Company credited as paid up in full or in part, or by giving to him or them a share or interest in the profits of the Company or by a combination of two or more of these modes, or in such other manner as the Company shall think fit.
- 21 To pay all or any of the expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same and to pay commission to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any Shares, Debentures, Debenture Stocks or Securities of this Company.
- 22 To support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any person or persons who may have served the Company, or to the wives, children or other relatives of such persons; to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- 23 To procure the Company to be registered or recognised in any Colony or Dependency and in any Foreign Country or place.
- 24 To promote any other Company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such Company as aforesaid.
- 25 To sell, feu, lease or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in

portions, for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or securities of any company purchasing the same.

- 26 To distribute among the members of the Company in kind any property of the Company, and without prejudice to said generality, in particular any shares, debentures, debenture stock or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- 27 To do all such other things as may be deemed accidental or conducive to the attainment of the above objects or any of them.

IV The liability of the members is limited

V The share capital of the Company is £100 divided into 100 shares of £1 each* **, with power to increase the capital and the Company shall have power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

*The capital of the Company was increased to £4,000,000 by the creation of 3,999,900 Ordinary Shares of £1 each by an Ordinary Resolution passed on 24th March 1994

**The capital of the Company was increased to £6,000,000 by the creation of 2,000,000 Ordinary Shares of £1 each by an Ordinary Resolution passed on 6th January 1997

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:

COMPANY NO.2833805

**THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
NEW**

ARTICLES OF ASSOCIATION

(Adopted by special resolution passed on 3 August 1998)

JARVIS CONSTRUCTION (UK) LIMITED*

1. PRELIMINARY AND INTERPRETATION

- 1.1 The regulations contained in Table A ('Table A') in the Schedule to the companies (Tables A to F) Regulations 1985 (as amended) shall apply to the Company save insofar as they are excluded or varied hereby.

- 1.2 In these regulations and in the regulations table of Table A that apply to the Company:

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

'the Articles' means the articles for the time being of the Company.

'clear days' in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

'executed' includes any mode of execution.

'the holder' in relation to shares means the member whose name is entered in the register of members as the holder of the shares.

'office' means the registered office for the time being of the Company.

'a person of unsound mind' means a person who is, or may be, suffering from mental disorder and either:

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 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 of other person to exercise powers with respect to his property or affairs.

'the seal' means the common seal of the Company.

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'secretary' means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

'the United Kingdom' means Great Britain and Northern Ireland.

- 1.3 Unless the context otherwise requires, words or expressions contained in these regulations and in the regulations of Table A that apply to the Company bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company, words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall include also corporations.
- 1.4 The headings in these regulations are for convenience only and shall be ignored in construing the language or meaning of the Articles. Regulation 1 of Table A shall not apply.

2. PRIVATE COMPANY

The Company is a private Company within the meaning of Section 1 of the Act and accordingly no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

3. SHARE CAPITAL

- 3.1 The share capital of the Company at the date of adoption of these Articles of Association is £6,000,000 divided into 6,000,000 shares at £1 each.
- 3.2 Subject to the provisions of the Act and without prejudice to Sub-Article 3.3 any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by the Articles or as the Company may by resolution determine. Regulation 3 of Table A shall not apply.
- 3.3 The unissued shares in the capital of the Company for the time being shall be under the control of the Directors, who are hereby generally and unconditionally authorised to allot, grant options over, or otherwise dispose of or deal with any unissued shares and relevant securities (as defined in Section 80(2) of the Act) to such persons, on such terms and in such manner as they think fit, but subject to any agreement binding on the Company Provided that the authority contained in this Article insofar as the same relates to relevant

securities (as defined as aforesaid) shall, unless revoked or varied in accordance with Section 80 of the Act:

- 3.3.1 be limited to the amount of unissued authorised share capital in existence at the date of adoption of these Articles of Association; and
- 3.3.2 expire on the fifth anniversary of the date of adoption of these Articles of Association but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary of their powers in pursuance of the said authority.

In exercising their authority under this sub-Article the Directors shall not be required to have regard to Sections 89(1) and 90(1) to (6)(inclusive) of the Act which sections shall be excluded from applying to the Company.

4. TRANSFER OF SHARES

- 4.1 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. Without prejudice to the generality of the foregoing the Directors may refuse to register a transfer unless:
 - 4.1.1 it is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the share to which it relates and such other evidence as the Directors may reasonably require to show the right of the Transferor to make the transfer;
 - 4.1.2 it is in respect of only one class of shares; and
 - 4.1.3 it is in favour of not more than four transferees.
- 4.2 No share shall be transferred to any infant, bankrupt or person of unsound mind.
- 4.3 Regulation 24 of Table A shall not apply.

5. VARIATION OF RIGHTS

If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

6. GENERAL MEETINGS

- 6.1 An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by at least twenty-one clear days' notice.

All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed.

- 6.1.1 in the case of an Annual general Meeting by all members entitled to attend and vote thereat: and
- 6.1.2 in the case of any other Meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five percent in nominal value of the shares giving that right.

The notice shall specify the time and place of the Meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and Auditors.

Regulation 38 of Table A shall not apply.

- 6.2 In the case of a corporation, the signature of a director or secretary thereof and in the case of joint holders of a share, the signature of any one of such joint holders shall be sufficient for the purpose of passing resolutions in writing pursuant to Regulation 53 of Table A.
- 6.3 In the case of a corporation, a director or the secretary thereof shall be deemed to be a duly authorised representative for the purpose of regulation 54 of Table A.

7. NUMBER OF DIRECTORS

The minimum number of Directors shall be one and there shall be no maximum number. Regulation 64 of Table A shall not apply.

8. ALTERNATE DIRECTORS

- 8.1 Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. Save as otherwise provided in these Articles, unless he is already an officer of the Company in his own right, an alternate Director shall not, as such, have any rights other than those mentioned in Sub-Article 8.2 below.

- 8.2 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, and to attend, speak and vote at any such meeting at which the Director appointing him is not personally present but it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom. A Director present at such meeting and appointed alternate Director for any other Directors entitled to attend and vote at such meeting shall have an additional vote for each of his appointors absent from the meeting. An alternate Director shall not be entitled to receive any remuneration from the Company for his services as an alternate Director.
- 8.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.
- 8.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 8.5 Without prejudice to Sub-Article 8.2 and save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes 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.
- 8.6 Regulations 65 to 69 (inclusive) shall not apply and Regulation 88 shall be modified accordingly.

9. ASSOCIATE DIRECTORS

- 9.1 The Board may from time to time appoint any person to be an Associate Director of the Company.
- 9.2 The appointment of a person to be an Associate Director shall not, save as otherwise agreed between him and the Company and the subsidiary (if any) in whose service he may be, affect the terms and conditions of his employment by the Company or by any such subsidiary, whether as regards duties remuneration, pension or otherwise.
- 9.3 The appointment, removal and the powers, duties and remuneration's of an Associate Director shall be determined by the Board and the Board shall have the right to enter into any contract on behalf of the Company or transact any business of any description without the knowledge or approval of Associate Directors, except that no act shall be done that would impose any personal liability on any or all of the Associate Directors except with his or their knowledge and consent.
- 9.4 An Associate Director shall not be nor have power to act as a Director of the Company nor be entitled to receive notice of or attend or vote at Meetings of the Directors nor shall he be deemed to be a Director for any of the purposes of these Articles.

10. POWERS OF DIRECTORS

The Directors may sanction the exercise by the Company of all the powers of the Company to make provision for the benefit of persons (including Directors) employed or formerly employed by the Company or any subsidiary of the Company in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or any such subsidiary as are conferred by Section 719 of the Act and Section 187 of the Insolvency Act 1986 and, subject to such sanction, the Directors may exercise all such powers of the Company.

11. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 11.1 The Directors of the Company shall not retire by rotation and Regulations 73 – 77 (inclusive) of Table A shall not apply and regulation 78 shall be modified accordingly.
- 11.2 Without prejudice to the powers of the Company under Section 303 of the Act to remove a director by ordinary resolution or sub-Article 12.1.6, any company which is for the time being the Company's holding company shall have the power (by resolution of the Board of the Directors of such company confirmed by written notice) from time to time and at any time to appoint any person to be a Director of the Company either to fill a casual vacancy or as an addition to the Board. Regulation 79 of Table A shall not apply.

12. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 12.1 The office of Director shall be vacated if:
 - 12.1.1 he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
 - 12.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 12.1.3 he is a person of unsound mind; or
 - 12.1.4 he resigns his office by notice to the Company; or
 - 12.1.5 he is removed from office under Section 303 of the Act, or by Extraordinary Resolution of the Company; or
 - 12.1.6 he is served with written notice under the hand of a Director or the Secretary of any company which is for the time being the Company's holding company that the Board of Directors of such company has resolved that his appointment be terminated;
- and regulation 81 of Table A shall not apply.

- 12.2 No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 or any other age.

13. DIRECTORS' INTERESTS

Provided that a Director declares his interest in a contract or arrangement or proposed contract or arrangement with the Company in manner provided by Section 317 of the Act he shall be counted in the quorum of any meeting of Directors at which the same is considered and shall be entitled to vote as a Director in respect thereof. Regulation 94 of Table A shall not apply.

14. DIRECTORS; GRATUITIES AND PENSIONS

The Directors shall have the power to pay or provide and agree to pay or provide pensions or other retirement, superannuation, death or disability benefits to or to any person in respect of any Director or former Director of the Company or any subsidiary or holding company of the Company or another subsidiary of any such holding company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums (whether before or after such Director ceases to hold office or employment). A Director may vote at a meeting of Directors in respect of any matter referred to in this Article, notwithstanding that he is personally interested in such matter and shall be counted in the quorum present at the meeting. Regulation 87 of Table A shall not apply.

15. PROCEEDINGS OF DIRECTORS

- 15.1 The quorum for the transaction of the business of the Directors shall, except when one Director only is in office, be two. A person who holds office as an alternate director shall, if his appointor is not present, be counted in the quorum. When one Director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as are conferred on the Directors by the Articles. Regulation 89 of Table A shall not apply.
- 15.2 A resolution in writing signed by all the Directors (including a sole Director) entitled to receive notice of a meeting of directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors of (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more 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. Regulation 93 of Table A shall not apply.
- 15.3 Any Director or member of the committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

16. DIVIDENDS

The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person under those provisions is entitled to transfer, until such person shall become a member in respect of such shares or shall duly transfer the same, in either case subject to Article 4. Regulation 31 of Table A shall be modified accordingly.

17. NOTICES

- 17.1 Any notice given to or by any person pursuant to the Articles shall be in writing except that notice calling a meeting of the Directors need not be in writing. Any notice given by or on behalf of any person to the Company may be given by leaving the same at or by sending the same by post to the office or such other place as the Directors may appoint. Regulation 111 of Table A shall not apply.
- 17.2 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted. Regulation 115 of Table A shall not apply.

18. INDEMNITY

In addition to the indemnity contained in Regulation 118 of Table A and subject to the provisions of Section 310 of the Act, every Director, Managing Director, Agent, Auditor, Secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution of and discharge of the duties of his office.