

Company No. 07007467

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF SURREY LIGHTING SERVICES LIMITED (Company)

Pursuant to section 288 of the Companies Act 2006 (CA 2006) we, the undersigned, being the sole eligible member (as defined by section 289 CA 2006) of the Company, signify agreement to and pass the following as special resolutions of the Company.

SPECIAL RESOLUTIONS

- 1 That the provisions of the Articles of Association of the Company be altered by the deletion of all the provisions of the Company's Memorandum of Association which, by virtue of section 28 CA 2006, are to be treated as provisions of the Company's Articles of Association.
- 2 That the Articles of Association in the attached form, and for the purpose of identification marked "A", be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.

Signature: 

Name: DAVID RUSHTON

Date: 23 NOVEMBER 2007

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## EXPLANATORY STATEMENT TO MEMBER

(This explanatory statement is not part of any proposed written resolution.)

- 1 This document is proposed by the board of directors of the Company.
- 2 This document is sent the sole eligible member on 23 November 2009 (**Circulation Date** ).
- 3 "Eligible members" are the members who are entitled to vote on the resolution on the Circulation Date.
- 4 If you wish to signify agreement to this document please follow the procedure below:
  - (a) you (or someone acting on your behalf) must sign, print your name beneath and date this document;
  - (b) if someone else is signing this document on your behalf under a power of attorney or other authority, please send a certified copy of the relevant power of attorney or authority when returning this document;
  - (c) please return the document to the Company at Allington House, 150 Victoria Street, London, SW1E 5LB marked "for the attention of the Company Secretary" or hand it to the company secretary in person;
- 5 To be valid, this document must be received no later than the 28th day following the day on which this Written Resolution is circulated to the sole eligible member of the Company.
- 6 If this document is not received by this time your vote will not count. Unless sufficient eligible members sign and return this document by that deadline, the proposed written resolutions will lapse.
- 7 Please note that it is not possible to withdraw your consent once this document, signed by you or on your behalf, has been duly received.

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# Companies Act 2006

## Private company limited by shares

### Articles of Association of

### Surrey Lighting Services Limited

(as adopted by Special Resolution dated 23 November 2009)

#### 1. Preliminary and interpretation

1.1 In these articles:

**CA 2006** means Companies Act 2006

**Model Articles** means the model articles for private companies limited by shares prescribed by Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended and in force on the date of adoption of these articles

the term **Company Communication Provisions** means the company communication provisions in the CA 2006 (being the provisions at sections 1144 to 1148 and Schedules 4 and 5)

references to an **article** are to a provision of these articles

references to an **eligible director** are to a director who would have been entitled to vote on any matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter)

reference to "**Associate**": in relation to:

- (i) any shareholder is to:
  - (a) any company of which that shareholder is a subsidiary; and/or
  - (b) any subsidiary of such shareholder; and/or
  - (c) any other subsidiary of any holding company of such shareholder; and
- (ii) in the case of John Laing Investments Limited ("**JLI**") only, is to any member of the JLI Group;
- (iii) in the case of Skanska Infrastructure Investment UK Limited ("**SI**") only, is to any member of the Skanska Group;

reference to "**JLI Group**" is to:

- (a) JLI and any company which is its subsidiary, any holding company of JLI or a subsidiary of such holding company; and/or
- (b) any unit trust, investment fund, partnership, other fund or other entity of which any entity referred to in sub-paragraph (a) of this definition or Henderson Group plc (incorporated and registered in Jersey with registered number 101484) or any of its subsidiaries is either the general partner, trustee or manager (either directly or

indirectly) (a "JLI Related Fund"); and/or

- (c) any body corporate or other entity (whether or not having separate legal personality) in which the majority of voting or economic rights vests directly or indirectly in a JLI Related Fund; and/or
- (d) any general partner, nominee or trustee of any entity falling within the foregoing sub-paragraphs of this definition acting in such capacity (whether on a change of general partner, nominee or trustee or otherwise); and/or
- (e) limited partners, members or investors in any JLI Related Fund but only to the extent that such persons become so as a result of a transfer in specie to them which is a distribution on a winding-up out of the assets of the trust, fund or partnership in question;

references to a **regulation** are to an article in the Model Articles

reference to "**Skanska Group**" is to:

- (a) SII and any company which is its subsidiary, any holding company of SII or any subsidiary of such holding company; and/or
- (b) any unit trust, investment fund, partnership, other fund or other entity of which any entity referred to in sub-paragraph (a) of this definition or any of its subsidiaries is either the general partner, trustee or manager (either directly or indirectly) (a "**Skanska Related Fund**"); and/or
- (c) any body corporate or other entity (whether or not having separate legal personality) in which the majority of voting or economic rights vests directly or indirectly in a Skanska Related Fund; and/or
- (d) any general partner, nominee or trustee of any entity falling within the foregoing sub-paragraphs of this definition acting in such capacity (whether on a change of general partner, nominee or trustee or otherwise); and/or
- (e) limited partners, members or investors in any Skanska Related Fund but only to the extent that such persons become so as a result of a transfer in specie to them which is a distribution on a winding-up out of the assets of the trust, fund or partnership in question;

references to any particular provision of the CA 2006 include any statutory modification or re-enactment of that provision for the time being in force.

**1.2** Save as otherwise specifically provided in these articles, words and phrases used in these articles have the meanings ascribed to them in or by virtue of the Model Articles.

**1.3** The Model Articles apply to the Company, except where they are excluded or modified by these articles or are otherwise inconsistent with these articles and, together with these articles, constitute the articles of the Company.

**1.4** Regulations 4, 13 to 17(inclusive), 19(3)(b), 26(5), 20, 22(1), 51 to 53 (inclusive) do not apply to the Company.

## 2. Directors to take decisions

**2.1** Without prejudice to the provisions of regulation 7(2), a sole director may take decisions by way of written resolution.

collectively

### 3. Interested director to vote and count for quorum

3.1 Subject to article 26, provided that a director has disclosed any interest he may have in accordance with the CA 2006, a director may vote at a meeting of directors or of a committee of directors on a resolution or participate in any unanimous decision concerning any matter in which he is interested, and (whether or not he votes or participates) he may be counted in the quorum when that resolution or matter is considered.

### 4. Directors' power to authorise conflict situations

4.1 For the purposes of section 175 of the CA 2006, subject to article 26 the directors shall have the power to authorise, on such terms (including as regards duration and revocation) and subject to such limits or conditions (if any) as they may determine (Conflict Authorisation), any matter proposed to them in accordance with these articles which would, or might, if not so authorised, constitute or give rise to a situation in which a director (a Relevant Director) has, or could have, a direct or indirect interest which conflicts, or possibly may conflict, with the interests of the Company (a Conflict Situation). Any Conflict Authorisation shall extend to any actual or possible conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised. For the purposes of section 173 of the CA 2006 the duty of the directors to exercise independent judgement shall not be infringed merely as a result of them taking account of the interests of the holder of shares that appointed them.

#### 4.2 Where directors give a Conflict Authorisation:

- (a) the terms of such Conflict Authorisation shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded);
- (b) the directors may revoke or vary such Conflict Authorisation at any time but this will not affect anything done by the Relevant Director prior to such revocation or variation in accordance with the terms of such authorisation; and
- (c) the Relevant Director shall be obliged to act in accordance with any terms, limits or conditions to which such Conflict Authorisation is made subject.

#### 4.3 Any terms to which a Conflict Authorisation is made subject (**Conflict Authorisation Terms**) may include (without limitation to article 4.1) provision that:

- (a) where the Relevant Director obtains (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party; and/or
- (b) the Relevant Director may (but shall be under no obligation to) absent himself from the discussion of, and/or the making of decisions relating to, the relevant matter (whether at any meeting of the directors or otherwise) and be excused from reviewing documents and information prepared by or for the directors to the extent that they relate to that matter; and/or
- (c) the Relevant Director may be excluded from the receipt of or access to documents and information, the participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the relevant matter.

and the Company will not treat anything done (or omitted to be done) by the Relevant Director in accordance with any such provision (or otherwise in accordance with any Conflict Authorisation Terms given under article 6.1) as a breach by him of his duties under sections 172 to 174 (inclusive) of the CA 2006.

4.4 Subject to articles 4.5 and 26 but without prejudice to article 4.1 to article 4.3, authorisation is given by the shareholders for the time being on the terms of these articles to each director in respect of any Conflict Situation that exists as at the date of adoption of these articles or that subsequently arises because (in either case) the director is or becomes a shareholder, investor or other participant in, lender to, guarantor, director, officer, manager or employee of, or otherwise in any other way interested or concerned in, any member of the Relevant Group (**Group Conflict Authorisation**). The Conflict Authorisation Terms applicable to the Group Conflict Authorisation (**Group Conflict Authorisation Terms**) are automatically set by this article 4.4 so that the director concerned:

- (a) is not obliged to disclose to the Company information that is confidential to a third party obtained by him (other than in his capacity as a director of the Company or as its employee or agent or, if the directors so decide, in any other capacity that would otherwise oblige him to disclose it to the Company) in any situation to which the Group Conflict Authorisation applies, nor to use any such information directly or indirectly for the benefit of the Company or in performing his duties as a director of the Company, in circumstances where to do so would amount to a breach of a duty of confidence owed to that third party; and
- (b) may (but shall be under no obligation to):
  - (i) absent himself from the discussions of, and/or the making of decisions relating to the Conflict Situation concerned;
  - (ii) make arrangements not to receive documents and information relating to the Conflict Situation concerned.and the Company will not treat anything done (or omitted to be done) by the director concerned in accordance with the Group Conflict Authorisation Terms as a breach by him of his duties under sections 172 to 174 (inclusive) of the CA 2006.

4.5 A Group Conflict Authorisation given or deemed given under article 6.4 may be revoked, varied or reduced in its scope or effect by special resolution.

4.6 For the purposes of any meeting (or part of a meeting) held or decision taken pursuant to this article 6 to authorise a Conflict Situation, if there is only one eligible director in office other than the Relevant Director, the quorum for such meeting (or part of meeting) shall be one eligible director. Regulation 11(2) shall be modified accordingly.

4.7 In this article 4 **Relevant Group** comprises:

- (a) the Company;
- (b) any body corporate which is for the time being a wholly owned subsidiary of the Company;
- (c) any body corporate holding shares of the Company (**Shareholder Company**)
- (d) any body corporate which of which the Shareholder Company is for the time being a wholly owned subsidiary (**Parent**); and
- (d) any body corporate (not falling within any preceding paragraph of this definition) which is for the time being a wholly owned subsidiary of the Parent.

## 5. Records of decisions to be kept

5.1 The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors or decision taken by a sole director.

5.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form so that they can be read with the naked eye.

## 6. Appointment

6.1 A holder or holders of 15% in nominal value of the issued ordinary share capital in the holding company of the Company ("**Nominating Shareholders**") shall have power from time

## of directors

to time and at any time to appoint any person as a director or directors either as an additional director or to fill any vacancy and to remove from office any director howsoever appointed and notwithstanding any agreement between the Company and the director. Notwithstanding the foregoing, for so long as each of John Laing Investments Limited and Skanska Infrastructure Investment UK Limited (including members of their respective group of companies) hold 50% in nominal value of the issued ordinary share capital of the holding company of the Company they each agree to appoint a maximum of two directors. Any such appointment or removal shall be effected by an instrument in writing signed by the holder or holders making the same, or in the case of a holder being a body corporate signed by one of its directors or other officers on its behalf, and shall take effect on the date specified in the notice.

6.2 Any notice given in accordance with article 6.1 shall take effect immediately upon delivery to the Company.

6.3 Subject to article 6.4, any director appointed in accordance with article 6.1 shall at a meeting of the board of directors have one vote.

6.4 For so long as any Nominating Shareholders are entitled to appoint more than one director, if only one of the directors (or their respective alternates) appointed by such Nominating Shareholders is present at a board meeting, such director present shall be entitled to exercise all the votes of the directors appointed by such Nominating Shareholders.

## 7. Appointment of alternate directors

7.1 A director (other than an alternate director) may by notice in writing delivered to the Company, or in any other manner approved by the directors, appoint any person willing to act to be his alternate.

## 8. Rights and responsibilities of alternate directors

8.1 An alternate director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) have the same rights in relation to any decision of the directors as his appointor and in particular shall (without limitation) be entitled to receive notice of all meetings of the directors and all committees of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor (other than the power to appoint an alternate director).

8.2 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
- (b) may participate in a decision of the directors (but only if that person's appointor is not participating).

8.3 A director acting as alternate director shall have a separate vote for each director for whom he acts as alternate in addition to his own, but he shall count as only one for the purpose of determining whether a quorum is present. A person (not himself a director) who acts as alternate director for more than one director shall have a separate vote for each director for whom he acts as alternate, but he shall count as only one for the purpose of determining whether a quorum is present.

8.4 An alternate director shall be indemnified in the same way and to the same extent as a director

8.5 Every person acting as an alternate director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the director appointing him.

## 9. Termination of appointment

9.1 An alternate director shall cease to be an alternate director:

- (a) if his appointor revokes his appointment by notice in writing delivered to the

## of alternate director

- Company, or in any other manner approved by the directors; or
- (b) if his appointor ceases for any reason to be a director; or
  - (c) if any event happens in relation to him which causes his office as director to be vacated or (if not himself a director) would do so if he were himself a director.

## 10. Acts of directors

10.1 Subject to the provisions of CA 2006, all acts done by a meeting of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

## 11. Lien on shares

11.1 The Company shall have a first and paramount lien (the **Company's lien**) over every share (not being a fully paid share), standing registered in the name of any holder, whether he is their sole holder or is one of two or more joint holders, for all money presently payable by him or his estate to the Company. The directors may resolve that any share be exempt wholly or in part from this article 16.

## 12. Enforcement of the Company's lien

12.1 For the purpose of enforcing the Company's lien on any shares, the directors may sell them in such manner as they decide if an amount owing to the Company is presently payable and is not paid within fourteen days following the giving of a notice to the holder (or any transferee) demanding payment of the amount due within such fourteen day period and stating that if the notice is not complied with the shares may be sold.

12.2 Where shares are sold under this article 12:

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser (and any instrument so executed shall be effective as if it had been executed by the holder of, or the transferee to, the shares to which it relates), and
- (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

12.3 The net proceeds of any sale of shares subject to the Company's lien under these articles (after payment of the costs and expenses of sale) shall be applied in or towards satisfaction of the amount then due to the Company. Any balance shall be paid to the original holder of, or the person entitled (but for such sale) by transmission to, the shares on surrender to the Company for cancellation of the certificate for such shares and subject to the Company having a lien on such balance on the same basis as applied to such shares for any amount not presently payable as existed on such shares before the sale.

12.4 A statutory declaration by a director or the company secretary that a share has been sold to satisfy the Company's lien on a specified date shall be conclusive evidence of the facts stated in it against all persons claiming to be entitled to the share. The declaration shall (subject to the execution of any necessary instrument of transfer) constitute good title to the share.

12.5 If a share is subject to the Company's lien and the directors are entitled to issue a notice in respect of it, they may, instead of issuing a notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company to the extent that they are entitled to require payment under a lien enforcement notice. Money so deducted must be used to pay any of the sums payable to the Company.

12.6 Where a deduction is made under article 12.5, the Company must notify the distribution recipient in writing of the fact and amount of any such deduction, any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and how the money deducted has been applied.



### 13. Transfer of shares

13.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of:

- (a) the transferor, and
- (b) (if any of the shares is not fully paid) the transferee.

13.2 The directors shall register a transfer made in accordance with the provisions of these articles. The directors shall refuse to register any transfer unless such transfer has been made in accordance with the provisions of these articles.

### 14. Transmission of shares

14.1 The directors may at any time give notice requiring any transmittee to elect either to be registered himself in respect of the share or to transfer the share and, if the notice is not complied with within sixty days, the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice shall have been complied with.

14.2 Nothing in these articles releases the estate of a deceased holder from any liability in respect of a share solely or jointly held by that holder.

### 15. Calculation of dividends

15.1 Except as otherwise provided by the articles or the rights attached to shares, all dividends must be:

- (a) declared and paid according to the nominal amounts paid up on the shares on which the dividend is paid, and
- (b) apportioned and paid proportionately to the nominal amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

15.2 If any share is issued on terms providing that it ranks for dividend as from a particular date (whether before, on or after allotment), that share ranks for dividend accordingly.

15.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

### 16. Capitalisation of profits

16.1 Without prejudice to regulation 36, a capitalised sum which was appropriated from profits available for distribution may be applied:

- (a) in or towards paying up any amounts unpaid on existing shares held by the persons entitled, or
- (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

### 17. Notice of general meetings

17.1 Notice of any general meeting need not be given to any director in that capacity.

### 18. Poll votes

18.1 A poll may be demanded at any general meeting by:

- (a) the chairman; or
- (b) any qualifying person (as such term is defined in section 318 of the CA 2006) present and entitled to vote at the meeting.

18.2 A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman. A demand so withdrawn shall not be taken to have invalidated the result of a

show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

## **19. Failure of proxy to vote in accordance with instructions**

19.1 The omission or failure by any proxy to vote in accordance with any instructions given to him by his appointor shall not invalidate any vote cast by him or any resolution passed at the general meeting concerned.

## **20. No voting of shares on which money is owed to the Company**

20.1 No voting rights attached to a share may be exercised at any general meeting, at any adjournment of it, or on any poll called at or in relation to it, unless all amounts due and payable to the Company in respect of that share have been paid.

## **21. Notices**

21.1 Any notice, document or information (including a share certificate) which is sent or supplied by the Company:

- (a) in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of twenty-four hours (or, where first class mail is not used, forty-eight hours) after the time it was posted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted;
- (b) by electronic means shall be deemed to have been received by the intended recipient twenty-four hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed; and
- (c) by means of a website shall be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

22.2 Any accidental failure on the part of the Company to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or proceeding. This article 23.2 shall have effect in place of the Company Communications Provisions relating to deemed delivery of notices, documents or information.

23.3 For the purposes of calculating the time when any notice, document or information sent or supplied by the Company is deemed to have been received by the intended recipient for the purposes of these articles (regardless of whether the period is expressed in hours or days) full account shall be taken of any day, and any part of a day, that is not a working day. This article 23.3 shall have effect in place of the Company Communications Provisions regarding the calculation of the time when any such notice, document or information is deemed to have been received by the intended recipient.

## **24. Indemnity**

24.1 Subject to the CA 2006, the Company:

- (a) may, without prejudice to any other indemnity to which the person concerned may otherwise be entitled, indemnify every relevant director of the company or an associated company out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in relation to the actual or purported

execution and discharge of the duties of such office; and

- (b) may provide any relevant officer with funds to meet his defence expenditure in respect of any civil or criminal proceedings or regulatory investigation or other regulatory action or in connection with any application for any category of relief permitted by the CA 2006 and may do anything to enable him to avoid incurring any such expenditure.

24.2 In this article 24:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate;
- (b) a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company.

## 25. Miscellaneous provisions

25.1 The words "but need not be in writing" in regulation 9(3) shall be deleted.

25.2 The words "but it must never be less than two, and unless otherwise fixed it is two" in regulation 11(2) shall be deleted.

25.3 The words "The directors may terminate the chairman's appointment at any time" in regulation 12(3) shall be deleted.

25.4 In regulation 18(f), the words "as a director" shall be included after the words "the director is resigning".

25.5 Regulation 19(3) shall be amended by the deletion of the word "and" at the end of regulation 19(3)(a).

25.6 Regulation 29 shall be amended by the insertion of the words ", or the name of any person nominated under regulation 27(2)," after the words "the transmittee's name".

25.7 The word "ordinary" in regulations 30(1), 34(1) and 36(1) shall be deleted and substituted with the word "special".

## 26. Disqualification from Voting

26.1 Subject to the provisions of article 26.2, a director (or his alternate) shall be entitled to attend meetings at which resolutions are discussed and receive papers relating thereto (subject to article 26.4), but shall not be entitled to vote on a resolution proposed at a board meeting, relating to:

- (a) the entering into or replacement of any contract, transaction or arrangement, or any amendment or variation thereof, in which such director has an interest; or
- (b) the commencement, conduct or compromise of any arbitration, litigation or other proceedings concerning the director and/or his Nominating Shareholder and/or such Nominating Shareholder's Associates.

and the quorum requirements of the relevant meeting at which such resolution is proposed shall be reduced in relation to such resolution by one for each Nominating Shareholder whose directors are not entitled to vote thereon in accordance with this article 26.1.

26.2 In the event that all directors would be prohibited from voting in relation to a particular matter as a result of the provisions of article 26.1 above, all of the directors shall be entitled to

vote and shall be counted in the quorum for the relevant part of such meeting.

26.3 For the purposes of article 26 a person shall be **"interested"** in any contract in which they, their Nominating Shareholder or any member of its Group, have an economic interest and/or is a party to such contract.

26.4 Except to the extent required by law, a director shall not disclose to his Nominating Shareholder or any member of its Group any Confidential Information relating to a dispute which relates to any contract which a member of such director's Group (or in the case of a JLI nominated Director, the JLI Group, and in the case of a Skanska nominated director, the Skanska Group) is interested which he acquires as a result of his position as a director but is otherwise entitled to report back to his Nominating Shareholder on matters before the board of directors.