



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 85639

I hereby certify that

TORRESDALE LIMITED

is this day incorporated under the Companies Acts 1948 to 1981 as a private company and that the Company is limited.

Given under my hand at Edinburgh the 23 November 1983

A handwritten signature in black ink, appearing to read "Eric Lough".

Registrar of Companies

Declaration of compliance with the requirements on application for registration of a company

41a

Please do not write in this binding margin



Please complete legibly, preferably in black type, or bold block lettering

*Insert full name of Company

Pursuant to section 3(5) of the Companies Act 1980

For official use

Company number

1111

85639

Name of Company

TORRESDALE LIMITED

I, JAMES GIBSON BIRRELL

of 26 KINNEAR ROAD, EDINBURGH

do solemnly and sincerely declare that I am† SOLICITOR ENGAGED IN THE FORMATION

of * TORRESDALE LIMITED

and that all the requirements of the Companies Acts 1948 to 1980 in respect of the registration of the said company and of matters precedent and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 7 ROTHESAY TERRACE

EDINBURGH EH3 7SD

the Sixteenth day of November

One thousand nine hundred and EIGHTY THREE

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Notary Public

Signature of Declarant

James G Birrell

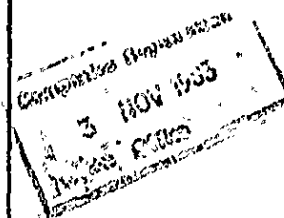
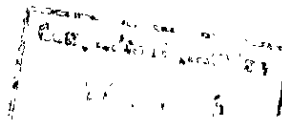
Presenter's name, address and reference (if any):

Brodies W.S.
7 Rothesay Terrace,
Edinburgh EH3 7SD

Ref: JM/CJM/T/0342

For official use
New companies section

Post room



No. _____

THE COMPANIES ACTS, 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

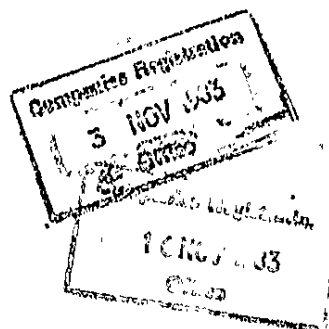
TORRESDALE LIMITED

Incorporated the

day of

1983

Brodie, W.S.,
7 Rothesay Terrace,
Edinburgh, EH3 7SD.



No.



THE COMPANIES ACTS 1948 to 1981

85639/12

COMPANY LIMITED BY SHARES

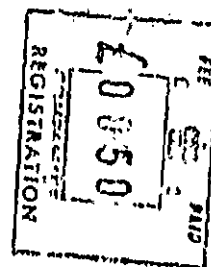
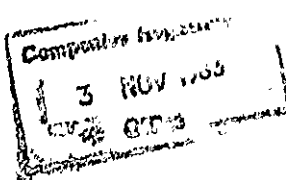
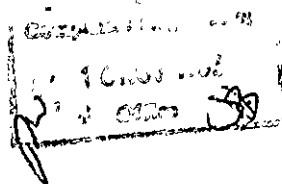
MEMORANDUM of ASSOCIATION

of

TORRESDALE LIMITED

1. The name of the Company is:-
TORRESDALE LIMITED
2. The Registered Office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:-
 - (a) To carry on in the United Kingdom and elsewhere all or any one of the following businesses, either in combination or separately:
 - (1) To carry on in any manner the Company think fit the business of general merchants, factors and dealers, and to manufacture, buy, sell and deal in, whether by wholesale or retail, commodities of all kinds.

(2)/



- (2) To design, engineer, manufacture, construct, extend, demolish, execute, carry out, equip, improve, work, purchase or otherwise acquire lease, develop, administer, manage or control works and conveniences of all kinds wheresoever situate.
 - (3) To carry on business as shipowners and charters, owners and operators of machinery, plant and equipment whether afloat or on land, marine surveyors, adjusters, insurance brokers and agents, civil engineers, shipping engineers and experts, ships husbands and managers, shipping and forwarding agents, packers, hauliers and cartage contractors, salvage, towage and dredging contractors, barge and boat owners, lightermen, shipbuilders and repairers, dock and wharf proprietors and operators, quarry owners and operators, electrical, mechanical and general engineers and suppliers and installers of plant apparatus, modules and equipment of all kinds.
 - (4) To act as proprietor or managers of hotels, restaurants, motels, cafes, taverns, public houses, refreshment rooms, caravans and camping sites.
 - (5) To act as licensed victuallers, wine, beer and spirit merchants, brewers, maltsters, distillers, importers and manufacturers of aerated, mineral and artificial waters and other drinks, purveyors, caterers for public amusement generally, proprietors of motor and other vehicles, garage proprietors, livery-stable keepers, jobmasters, farmers dairymen, ice merchants, importers and brokers of food, live and dead stock, hairdressers, perfumers, chemists, beauticians, proprietors of clubs, halls, baths dressing rooms, laundries, reading, writing and newspaper rooms, libraries, grounds and places of amusement, recreation, sport entertainment, and instructors of all kinds, tobacco and cigar merchants, travel agents and theatrical and box office proprietors.
 - (6) To act as employment agents and to recruit, obtain and provide for the benefit of any incorporated or unincorporated body, firm or person administrative and clerical staff, secretaries, typists and office staff of all descriptions and personnel of all descriptions for remunerative employment either by any such incorporated or unincorporated body, firm or person or under sub-contract by the company from such incorporated or unincorporated body, firm or person.
 - (7) To act as general carriers, road hauliers, transport contractors, shippers, shipping and forwarding agents (whether by land, sea or air) and customs agents and to convey, carry or transmit passengers, mails, live and dead stock and goods and merchandise of every description anywhere in the world, whether by land, sea or air.
 - (8) To act as merchants and commission agents for the purchase and sale of, and to buy, sell and deal in wool, flax, yarn and cloth and all manmade fibres and articles made therefrom, live and dead stock, timber, lumber, coal and animal, vegetable and mineral oils and their by-products.
- (b) To undertake and carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, and to conduct and carry on any part of the Company's business as a separate concern, and to employ in any such separate business any particular part of the Company's capital, and to keep separate capital and/

and income accounts of any such separate part of the Company's business and so far as any separate part of the business is the business of an investment or trust company, or of a nature similar thereto, to receive and keep separate the dividends, income, profit, bonuses and advantages of every description from time to time payable or receivable in respect of the Company's investments, and to divide the excess of current receipts over current expenditure relating to such separate part without regard to any fixed capital that may be sunk or lost, or to the loss of capital in any other part of the Company's business.

- (c) To purchase, sell, feu, exchange, improve, grant securities over, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any land or interest in land and other property of any tenure or description, and to erect, pull down, repair, alter, develop, hold or otherwise deal with any land or buildings and adapt the same for the purposes of the Company's business.
- (d) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein or likely to be required by customers or other persons having or about to have dealings with the Company.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- (f) To sell, lease, exchange, surrender, or otherwise deal with the whole of the undertaking and assets of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for any shares (whether credited as partly or fully paid up or otherwise) debentures, or securities of any other company, and to divide such part or parts, as may be determined by the Company, of the purchase price, whether in cash, shares or other equivalent, which may at any time be received by the Company on a sale or other dealing with the whole or part of its property, estate, effects and rights, or as the result of any other transaction of the Company, amongst the Members of the Company by way of dividend or bonus in proportion to their shares, or to the amount paid up on their shares, or otherwise to deal with this as the Company may determine.
- (g) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concessions or co-operation with any persons or company carrying on or proposing to carry on any business within the objects of this Company and to take or otherwise acquire and hold shares or stock in, or securities of, and to subsidise or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.

(h)/

- (h) To promote or form any other company or companies for the purpose of acquiring all or any part of the property and liabilities of the Company for the time being, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to pay or contribute towards the preliminary expenses of any such company or companies, or provide the whole or part of the capital thereof, or take shares therein, or lend money thereto upon debentures or otherwise.
- (i) To apply for and otherwise acquire any patents, brevets d'invention, concessions and the like conferring an exclusive or non-exclusive, or limited right to use any process or invention, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit this Company, and to work out, devise, develop, test, demonstrate, improve and perfect any such process or invention, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account any such inventions, processes, brevets d'invention, licences, concessions and the like, and the property, rights and information so acquired.
- (j) To lend money to such persons, upon such terms and subject to such conditions as may be desirable, and with or without security therefor.
- (k) To borrow or raise money or secure the payment of money or performance of obligations (whether by or of the Company or any other person) in such manner as the Directors shall think fit, and in particular by the granting of bonds, charges and rights in security and by the issue of debentures or debenture stock charged upon all or any of the Company's property both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (l) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds.
- (m) To pay for any property, rights, privileges or concessions acquired or agreed to be acquired by the Company, and generally to satisfy any payment due by, or obligations of, the Company, by the issue of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.
- (n) To draw, make, accept, endorse, negotiate, discount, buy, sell, deal in, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable or transferable instruments, securities or documents.
- (o) To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debenture stocks, or other interests in, or obligations of any other company or corporation, and to invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.
- (p) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing or procuring the underwriting of any of the shares or debentures or other securities of the Company or of any company in which the Company may be interested or propose to be interested, or in or about the conduct of the business of the Company whether by cash payments or the allotment of shares/

shares or securities of the Company credited as paid up in full or in part, or otherwise.

- (q) To pay out of the funds of the Company all expenses which the Company may lawfully pay relating or incidental to the formation, registration and advertising of or raising money for the Company and the issue of its capital, or for contributing to or assisting any company either issuing or purchasing with a view to issue all or any part of the Company's capital in connection with the advertising or offering of the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or debenture stock.
- (r) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowance and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families, relations, and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (s) To remunerate any person or company rendering services to the Company, whether by cash payment or by allotment to him or them of shares, debentures, debenture stock, or other securities of the Company credited as paid up in full or in part or otherwise.
- (t) To redeem or purchase any shares or securities of the Company, and to distribute any of the assets of the Company among the members in specie or shares or securities, either by way of dividend, or otherwise, but so that any redemption or purchase shall be in accordance with Part III of the Companies Act 1981 and no distribution amounting to a reduction of capital may be made without the sanction of the Court when necessary.
- (u) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem likely directly or indirectly to prejudice the Company's interests.
- (v) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them in any part of the world, and either as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

AND/

AND IT IS HEREBY DECLARED THAT:-

- (i) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, firm or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere.
- (ii) In this clause, words denoting the singular number only shall include the plural and vice versa.
- (iii) The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.
4. The liability of the members is limited.
5. The Share Capital of the Company is £1,000 divided into 1,000 Ordinary shares of £1 each.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Names, Addresses and Descriptions
of Subscribers

Number of Shares taken
by each Subscriber

John Ashley Laing Miller
John Ashley Laing Miller,
Writer to the Signet,
7 Rothesay Terrace,
Edinburgh.

One

James Gibson Birrell
James Gibson Birrell,
Writer to the Signet,
7 Rothesay Terrace,
Edinburgh.

One

TOTAL SHARES
TAKEN

Dated the *2nd* day of *November* 1983

WITNESS to the above Signatures:-

Caroline Jane Munro,
Solicitor,
7 Rothesay Terrace,
Edinburgh.

Caroline J. Munro

THE COMPANIES ACTS, 1948 to 1981

85639/3

COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

of

TORRESDALE LIMITED

PRELIMINARY

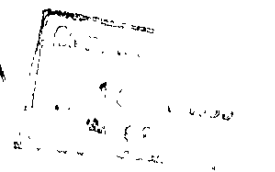
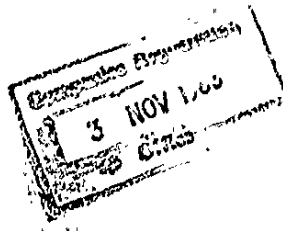
1. Subject as hereinafter provided, the regulations contained in or made applicable by Table A in the First Schedule to the Companies Act 1948 as amended (which regulations are hereinafter called Table A) shall apply to the Company but in case of any variation or inconsistency between these Articles and Table A, these Articles shall prevail.

INTERPRETATION

2. In regulation 1 of Table A between the words "regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.

PRIVATE COMPANY

3. The Company is a private company and accordingly no shares or debentures of the Company shall be offered to the public (whether for cash or otherwise) or allotted or agreed to be allotted (whether for cash or otherwise) with a view to all/



all or any of them being offered for sale to the public in contravention of section 15 of the Companies Act 1980 or any statutory modification thereof for the time being in force. The Company shall not have power to issue share warrants to bearer.

SHARE CAPITAL

4. (a) Save as aftermentioned no share for the time being created and unissued may be allotted by the Directors, except in pursuance of an employees' share scheme (as defined in Section 87(1) of the Companies Act 1980 or any statutory modification thereof for the time being in force), and the Directors may not grant any right to subscribe for, or to convert any security into shares in the Company other than shares allotted in pursuance of any such scheme, unless they are authorised to do so by an Ordinary Resolution of the Company in General Meeting complying with Section 14 of the Companies Act 1980 or any statutory modification thereof for the time being in force.

(b) Where any such authority as is referred to in paragraph (a) of this Article is required, and such authority is obtained and its terms are complied with, the Directors shall not allot for cash shares for the time being created and unissued (of whatever class) except in compliance with Section 17 of the Companies Act 1980 or any statutory modification thereof for the time being in force.

(c) For the period of one year from the date of incorporation of the Company, all shares at the date of incorporation created and unissued (of whatever class) shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons (including any Director) on such terms and conditions and at such time or times as the Directors may think fit, and in particular without the necessity of first offering such shares or any of them to the holders of shares in the Company or of any class thereof, and the Directors/

Directors may grant to any person or persons (including any Director) the right to subscribe for, or to convert any security into, shares in the Company either at par or at a premium, and for such time and for such consideration as the Directors may think fit.

5. The Company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit notices of any trusts in respect of any of the shares of the Company. Notwithstanding any such acceptance and/or the making of any such record, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article 'trust' includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are hereinafter mentioned. Regulation 7 of Table A shall therefore not apply.

LIEN

6. In regulation 11 of Table A the words "(not being a fully paid share)" shall be omitted.

CALLS

7. In regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

TRANSFER/

TRANSFER OF SHARES

8. In regulation 22 of Table A the words "in the case of a share which is not fully paid, by or on behalf of the" shall be inserted between the words "and" and "transferee".

PROCEEDINGS AT GENERAL MEETING

9. At the end of regulation 52 of Table A (after the word "auditors") the words "and the fixing of the remuneration of the directors" shall be added.
10. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business; two members present in person or by proxy shall be a quorum.
11. A poll may be demanded by any member present in person or by proxy and regulation 58 of Table A shall be modified accordingly.

VOTES OF MEMBERS

12. In regulation 62 of Table A the words "or by proxy" shall be inserted immediately after the words "present in person".
13. Any resolution in writing pursuant to regulation 73A of Table A may consist of several documents in like form each signed by one or more of the members and the said regulation shall be modified accordingly.

DIRECTORS

14. Regulation 75 of Table A shall not apply. Unless otherwise determined by a General Meeting, the number of Directors shall not be less than two. The first Directors and Secretary shall be the persons named in the statement delivered to the Registrar of Companies in accordance with the provisions of Section 21 of the Companies Act 1976.

15. Regulation 76 of Table A shall not apply. The remuneration of the Directors shall be determined by the Company in General Meeting from time to time. Such remuneration shall be divided among the Directors in accordance with the determination of the Company in General Meeting or in such proportions as may be agreed by all the Directors; but, in default of such determination or agreement, if all the Directors have been in office throughout the year, the remuneration shall be divided equally among them, and if they have not, it shall be divided among them rateably in proportion to the parts of the year during which they have respectively been Directors. The Directors (including alternate Directors) may also be repaid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

16. Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who travels to or resides in any place other than where he usually resides for the purpose of discharging his duties may be paid such extra remuneration (whether by way of lump sum, commission or participation in profits or otherwise) as the Directors may determine.

17. Regulation 77 of Table A shall not apply. A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

BORROWING POWERS

18. The proviso to regulation 79 of Table A shall not apply.

POWERS/

POWERS AND DUTIES OF DIRECTORS

19. Paragraphs (2) and (4) of regulation 84 of Table A shall not apply. A Director may vote in respect of any contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

20. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and regulation 86 of Table A shall be modified accordingly.

21. Subject to Section 199 of the Act, any Director or other officer or member of the Company shall be entitled to contract with the Company and to engage in any transaction with it on such terms as may be considered expedient and shall be in no wise liable to account for any profit realised by any such contract or transaction, nor shall he be excluded from voting upon such contract or transaction.

PENSIONS AND ALLOWANCES

22. Regulation 87 of Table A shall not apply. The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death, to any persons or to the widow or dependants of any person in respect of services rendered by him to the Company in any office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company, notwithstanding that he may be or may have been a director of the Company, and the Company may make payments towards insurances or trusts for such purposes in respect of such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

DISQUALIFICATION

DISQUALIFICATION OF DIRECTORS

23. In regulation 88 of Table A, paragraph (a) shall be modified by deleting the words and figures "or 185".

ROTATION OF DIRECTORS

24. Regulations 89 and 90 of Table A shall be delete. At the Annual General Meeting in each year all the Directors shall retire from office.

25. In regulation 95 of Table A the words "but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting" shall be omitted.

APPOINTMENT OF DIRECTORS

26. Regulation 97 of Table A shall not apply. At any time and from time to time the Company may (without prejudice to the powers of the Directors under regulation 95 of Table A) by ordinary resolution appoint any person a Director (but so that the maximum number of Directors (if any) from time to time fixed in accordance with these Articles is not exceeded) and determine the period for which such person is to hold office.

PROCEEDINGS OF DIRECTORS

27. Regulation 106 of Table A shall not apply. A resolution in writing signed or approved and sent by letter, cable, telex or telegram by all the Directors or by each Director or his alternate shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and when signed may consist of several documents each signed by one or more of the persons aforesaid.

ALTERNATE/

ALTERNATE DIRECTORS

28. (a) Each Director shall have power from time to time to nominate any person being either a Director or a person who has been approved for the purpose by a majority of the other Directors to act as his alternate Director and at his discretion to remove such alternate Director.

(b) An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) shall be entitled while he holds office as an alternate Director to receive notices of all meetings of the Directors and to attend speak and vote at any such meeting at which his appointor is not present.

(c) Any appointment or removal of an alternate Director may be made by letter, cable, telex or telegram or in any other manner approved by the Directors. Any cable, telex or telegram shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile.

(d) The remuneration of any alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

(e) If a Director making any such appointment as aforesaid shall die or otherwise cease to be a Director, the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director.

(f) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

(g)/

(g) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

THE SEAL

29. The Directors shall provide for the safe custody of the Seal of the Company, which shall be affixed to all documents required to be under Seal in the presence of such person or persons and subject to such regulations as the Directors shall from time to time prescribe. Regulation 113 of Table A shall not apply.

INDEMNITY


30. Subject to the provisions of and so far as may be permitted by the Act, every Director, Managing Director, Auditor, Secretary, or other officer of the Company shall be entitled to be indemnified by the Company against all charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

WINDING UP

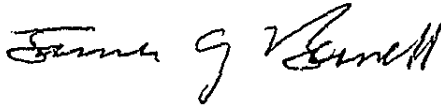
31. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively:/

respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

NAMES, ADDRESSES and DESCRIPTION of SUBSCRIBERS


John Ashley Laing Miller,
Writer to the Signet,
7 Rothesay Terrace,
Edinburgh.

James Gibson Birrell,
Writer to the Signet,
7 Rothesay Terrace,
Edinburgh.



DATED the 2nd day of November 1983

WITNESS to the above Signatures:-

Caroline Jane Munro,
Solicitor,
7 Rothesay Terrace,
Edinburgh.





THE COMPANIES ACTS 1948 TO 1976

Form No. 1

Statement of first directors and
secretary and intended situation
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

* delete if
inappropriate

Company number

85639/X

Name of Company

TORRESDALE	Limited*
------------	----------

The intended situation of the registered office of the company
on incorporation is as stated below

7 Rothesay Terrace,
EDINBURGH EH3 7SD

If the memorandum is delivered by an agent for the subscribers of
the memorandum please mark 'X' in the box opposite and insert the
agent's name and address below

X

BRODIES W.S. 7 ROTHESAY TERRACE, EDINBURGH EH3 7SD
--

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

--

Presentor's name, address and
reference (if any):

Brodies W.S.
7 Rothesay Terrace,
Edinburgh EH3 7SD

Ref: JM/CJM/T/0342

For official use
General section

Post room

--	--

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	JAMES GIBSON BIRRELL	Business occupation	
Former name(s) (note 3)	NONE	Writer to the Signet	
Address (note 4)	26 KINNEAR ROAD, EDINBURGH	Nationality	BRITISH
		Date of birth (where applicable) (note 6)	N/A
Particulars of other directorships (note 5)	VIEWFORTH (TWENTY NINE) LIMITED		
	BRODIES AND COMPANY (TRUSTEES) LIMITED		
	ADAMDALE LIMITED		
	MALIN LIMITED		
	VIEWFORTH (THIRTY) LIMITED		
I hereby consent to act as director of the company named on page 1			
Signature	<i>James Gibson Birrell</i>		Date 2/11/83

Name (note 2)	JOHN ASHLEY LAING MILI.PR	Business occupation	
Former name(s) (note 3)	NONE	WRITER TO THE SIGNET	
Address (note 4)	GREYSTONES	Nationality	BRITISH
	BONNINGTON ROAD	Date of birth (where applicable) (note 6)	N/A
	PEEBLESHIRE		
Particulars of other directorships (note 5)	BRODIES AND COMPANY (TRUSTEES) LIMITED		
	ADAMDALE LIMITED		
	MALIN LIMITED		
	VIEWFORTH (THIRTY) LIMITED		
	VIEWFORTH (TWENTY NINE) LIMITED		
I hereby consent to act as director of the company named on page 1			
Signature	<i>John Ashley Laing</i>		Date 2/11/83

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature			Date

Please do not
write in this
binding margin.



Important

The particulars
to be given are
those referred to
in section
21(2)(b) of the
Companies Act
1976 and section
200(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	BRODIES W.S.
Former name(s) (note 3)	NONE
Address (notes 4 & 7)	7 ROTHESAY TERRACE, EDINBURGH EH3 7SD
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>[Signature]</i> Date 2/11/83

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

* as required by
section 21(3) of
the Companies
Act 1976

Signed by or on behalf of the subscribers of the memorandum*

† delete as
appropriate

Signature	<i>[Signature]</i>	[Subscriber] [Agent]†	Date	2/11/83
Signature	<i>[Signature]</i>	[Subscriber] [Agent]†	Date	2/11/83



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 85639

I hereby certify that

TORRESDALE LIMITED

having by its resolution changed its name, is now incorporated under the name of

FORTH ESTUARY ENGINEERING LIMITED

Given under my hand at Edinburgh the 23 December 1983

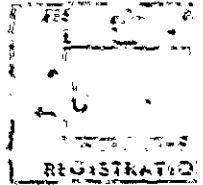
A handwritten signature in black ink, appearing to read "E. Lough", written over a horizontal line.

Registrar of Companies

85639/6

TORRESDALE LIMITED

Companies Acts 1948 to 1981



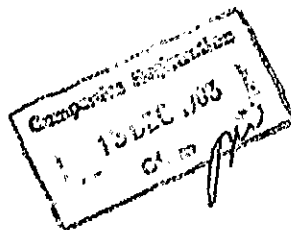
RESOLUTION IN WRITING PURSUANT TO REGULATION 73A
in the FIRST SCHEDULE to the COMPANIES ACT 1948
which applies to the company.

We, being all the Members of the above-named Company for the time being entitled
to receive notice of and to attend and vote at General Meetings of the Company
hereby resolve that the name of the company be changed to "FORTH ESTUARY ENGINEERING
LIMITED".

Dated 13th December 1983

James G. Binell..... Member

John Rice..... Member



85739

7

FORTH ESTUARY ENGINEERING LIMITED

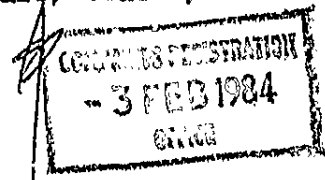
Companies Acts 1948 to 1981

RESOLUTIONS IN WRITING PURSUANT TO REGULATION 73A of TABLE A in the FIRST SCHEDULE to the COMPANIES ACT 1948 which applies to the Company.

We, being all the Members of the above-named Company for the time being entitled to receive notice of and to attend and vote at General Meetings of the Company hereby resolve:

- (1) That Clause 3(a) of the Company's Memorandum of Association be amended by the renumbering of sub-clauses (1) to (8) as sub-clauses (3) to (10) and the insertion of the undernoted clauses to be numbered sub-clauses (1) and (2):-

- (a) (1) To carry on business as haulage contractors, both at home and abroad, to establish, maintain and operate railway, shipping, air transport and road transport services, (public and private) and all ancillary services, including warehousing and forwarding agents for these purposes or as independent undertakings, to purchase, take in exchange, charter, hire, build, construct or otherwise acquire, and to own, work, manage and trade with steam, sailing, motor and other ships, trawlers, drifters, tugs and vessels, aircraft, trains, and motor and other vehicles with all necessary and convenient equipment, engines, tackle, gear, furniture and tools, or any shares or interests in ships, vessels, aircraft, trains, motor and other vehicles, /



vehicles, including shares, stocks, or securities of companies possessed of or interested in any trains, ships, aircraft or vehicles to operate dry dock facilities and to maintain, repair, fit out, refit, improve, insure, alter, sell, exchange, or let out on hire or hire purchase, or charter or otherwise deal with and dispose of any trains, ships, vessels, aircraft and vehicles, shares, stock and securities, or any engines, tackle, gear, furniture, equipment and stores whether belonging to the Company or otherwise.

(2) To carry on in all its branches the business of travel agents and organisers, tour operators, and the provision of ancillary services thereto, insurance agents, general and commercial agents, bankers, tourist agents and contractors, and to facilitate travelling, and to provide for tourists and travellers and promote the provision of conveniences of all kinds in the way of through tickets, circular tickets, sleeping cars and berths, reserved places, hotel and lodging accommodation, holiday camp and caravan accommodation, guides, safe deposits, inquiry bureaux, libraries, reading rooms, baggage transport and otherwise and to carry on the said business either as principals or agents or on commission or otherwise.

(2) That the undernoted provisions be adopted as part of the Company's Articles of Association to be numbered as Articles 9 to 18 and that the existing Articles be renumbered accordingly:-/

accordingly:-

9. A share may be transferred by a member or other person entitled to transfer the same (hereinafter called "the proposing transferor") to any member of the Company selected by the proposing transferor.
10. Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, his or her father or mother or to any lineal descendant of his or her father and mother or to his or her wife or husband and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, the father or mother or lineal descendants of the father and mother or the widow or widower of such deceased member and shares standing in the name of the trustees or executors of any deceased member may be transferred upon any change of trustees or executors to the trustees or executors for the timebeing.
11. Except where the transfer is made pursuant to the two preceding Articles any member proposing to transfer shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall constitute the Company his agent for the sale of the share or shares to any member of the Company or to any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership at the fair value/

value to be fixed by the Auditor for the time being of the Company. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each.

12. If the Company within the space of fifty-six days after being served with such transfer notice shall find a member or person selected as aforesaid willing to purchase the share or shares (hereinafter called "the purchasing member") and give notice thereof to the proposing transferor he shall be bound upon payment of the fair value, to transfer the share to the purchasing member who shall be bound to complete the purchase within fourteen days from the service of such last mentioned notice.

13. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice shall be offered to members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined, every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

14. The Auditor for the time being of the Company shall on the application of the Directors certify in writing the sum which,/

which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator.

15. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the shares, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the Register as the holder of the shares, and shall hold the purchase money in trust for the said proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the Register, in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. The proposing transferor shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

16. If the Company shall not within the space of fifty-six days after being served with the transfer notice find a purchasing member and give notice in manner aforesaid, the proposing transferor shall, at any time within six months afterwards, /

afterwards, be at liberty to sell and transfer the shares (or those not placed) to any person, and at any price.

17. Subject to the provisions of Article 9 hereof the executors or administrators of any deceased member shall be bound at any time after the expiration of six months from the date of his death, if and when called upon by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within a period of fourteen days after being so called upon, or should there be no such executors or administrators at the expiration of such period of six months, a transfer notice shall be deemed to have been given and the provisions of this Article shall have effect accordingly.

18. If any member shall be adjudged bankrupt or shall be sequestrated his trustee in bankruptcy or sequestration, shall be bound forthwith to give to the Company a transfer notice in respect of all the shares registered in the name of the bankrupt member, and in default of such transfer notice being given within one month of bankruptcy or sequestration the trustee in bankruptcy or sequestration shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of this Article shall apply accordingly.

- (3) That the authorised share capital of the Company be increased to £20,000 by the creation of 19,000 additional shares of £1 each ranking pari passu with the existing ordinary shares of the Company.

Date 31st January 1984

James G. Bennett

Member

Date 31st January 1984

John Tiller

Member

THE COMPANIES ACTS 1948 TO 1976

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use Company number

008

85639

Name of Company

FORTH ESTUARY ENGINEERING

Limited*

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by [ordinary]
[extraordinary] [special] resolution of the company dated 31st January 1984the nominal capital of the company has been increased by the addition thereto of the sum of
£ 19,000 beyond the registered capital of £ 1,000A printed copy of the resolution authorising the increase is forwarded herewith
The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
19,000	Ordinary	£1

(If any of the new shares are preference shares state whether they are redeemable or not)
The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:The new shares are to rank pari passu with and
equal in all respects to the existing ordinary
£1 shares of the company.Please tick here if
continued overleaf

Signed

W. Brodies

[Director] [Secretary] ‡ Date

2/2/84

Presentor's name, address and
reference (if any):Brodies W.S.,
7 Rothesay Terrace,
Edinburgh EH3 7SD

Ref: DG/JKP

For official use
General section

Post room

COMPANIES REGISTRATION
43 FEB 1984*delete if
inappropriate†delete as
appropriate

Note

This notice and a
printed copy of
the resolution
authorising the
increase must be
forwarded to the
Registrar of
Companies
within 15 days
after the passing
of the resolution‡delete as
appropriate

CERTIFIED A
TRUE COPY

W.S. Brodies
BRODIES, W.S.

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

FORTH ESTUARY ENGINEERING LIMITED
(formerly TORRESDALE LIMITED)

Incorporated the 23rd day of November 1983.

Brodies, W.S.,
7 Rothesay Terrace,
Edinburgh, EH3 7SD.
D410/A2

W.S. Brodies
COMPANIES REGISTRATION

- 3 FEB 1984

02 12

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION

of

FORTH ESTUARY ENGINEERING LIMITED
(formerly TORRESDALE LIMITED)

1. The name of the Company is:-
FORTH ESTUARY ENGINEERING LIMITED
2. The Registered Office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:-
 - (a) To carry on in the United Kingdom and elsewhere all or any one or more of the following businesses, either in combination or separately:
 - (1) To carry on business as haulage contractors, both at home and abroad, to establish, maintain and operate railway, shipping, air transport and road transport services, (public and private) and all ancillary services, including warehousing and forwarding agents for these purposes or as independent undertakings, to purchase, take in exchange, charter, hire, build, construct or otherwise acquire, and to own, work, manage and trade with steam, sailing, motor and other ships, trawlers, drifters, tugs and vessels, aircraft, trains, and motor and other vehicles with all necessary and convenient equipment, engines, tackle, gear, furniture and storers, or any shares or interests in ships, vessels, aircraft, trains, motor and other vehicles, including shares, /

shares, stocks, or securities of companies possessed of or interested in any trains, ships, aircraft or vehicles to operate dry dock facilities and to maintain, repair, fit out, refit, improve, insure, alter, sell, exchange, or let out on hire or hire purchase, or charter or otherwise deal with and dispose of any trains, ships, vessels, aircraft and vehicles, shares, stock and securities, or any engines, tackle, gear, furniture, equipment and stores whether belonging to the Company or otherwise.

- (2) To carry on in all its branches the business of travel agents and organisers, tour operators, and the provision of ancillary services thereto, insurance agents, general and commercial agents, bankers, tourist agents and contractors, and to facilitate travelling, and to provide for tourists and travellers and promote the provision of conveniences of all kinds in the way of through tickets, circular tickets, sleeping cars and berths, reserved places, hotel and lodging accommodation, holiday camp and caravan accommodation, guides, safe deposits, inquiry bureaux, libraries, reading rooms, baggage transport and otherwise and to carry on the said business either as principals or agents or on commission or otherwise.
- (3) To carry on in any manner the Company think fit the business of general merchants, factors and dealers, and to manufacture, buy, sell and deal in, whether by wholesale or retail, commodities of all kinds.
- (4) To design, engineer, manufacture, construct, extend, demolish, execute, carry out, equip, improve, work, purchase or otherwise acquire, lease, develop, administer, manage or control works and conveniences of all kinds wheresoever situate.
- (5) To carry on business as shipowners and charters, owners and operators of machinery plant and equipment whether afloat or on land, marine surveyors, adjusters, insurance brokers and agents, civil engineers, shipping engineers and experts, ships husbands and managers, shipping and forwarding agents, packers, hauliers and cartage contractors, salvage, towage and dredging contractors, barge and boat owners, lightermen, shipbuilders and repairers, dock and wharf proprietors and operators, quarry owners and operators, electrical, mechanical and general engineers and suppliers and installers of plant apparatus, modules and equipment of all kinds.
- (6) To act as proprietor or managers of hotels, restaurants, motels, cafes, taverns, public houses, refreshment rooms, caravans and camping sites.
- (7) To act as licensed victuallers, wine, beer and spirit merchants, brewers, maltsters, distillers, importers and manufacturers of aerated, /

aerated, mineral and artificial waters and other drinks, purveyors, caterers for public amusement generally, proprietors of motor and other vehicles, garage proprietors, livery-stable keepers, jobmasters, farmers, dairymen, ice merchants, importers and brokers of food, live and dead stock, hairdressers, perfumers, chemists, beauticians, proprietors of clubs, halls, baths, dressing rooms, laundries, reading, writing and newspaper rooms, libraries, grounds and places of amusement, recreation, sport entertainment, and instructors of all kinds, tobacco and cigar merchants, travel agents and theatrical and box office proprietors.

- (8) To act as employment agents and to recruit, obtain and provide for the benefit of any incorporated or unincorporated body, firm or person administrative and clerical staff, secretaries, typists and office staff of all descriptions and personnel of all descriptions for remunerative employment either by any such incorporated or unincorporated body, firm or person or under sub-contract by the Company from such incorporated or unincorporated body, firm or person.
- (9) To act as general carriers, road hauliers, transport contractors, shippers, shipping and forwarding agents (whether by land, sea or air) and customs agents and to convey, carry or transmit passengers, mails, live and dead stock and goods and merchandise of every description anywhere in the world, whether by land, sea or air.
- (10) To act as merchants and commission agents for the purchase and sale of, and to buy, sell and deal in wool, flax, yarn and cloth and all manmade fibres and articles made therefrom, live and dead stock, timber, lumber, coal and animal, vegetable and mineral oils and their by-products.
- (b) To undertake and carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, and to conduct and carry on any part of the Company's business as a separate concern, and to employ in any such separate business any particular part of the Company's capital, and to keep separate capital and income accounts of any such separate part of the Company's business and so far as any separate part of the business is the business of an investment or trust company, or of a nature similar thereto, to receive and keep separate the dividends, income, profit, bonuses and advantages of every description from time to time payable or receivable in respect of the Company's investments, and to divide the excess of current receipts over current expenditure relating to such separate part without regard to any fixed capital that may be sunk or lost, or to the loss of capital in any other part of the Company's business.
- (c) To purchase, sell, feu, exchange, improve, grant securities over, rent, let on lease, hire, surrender, license, accept surrenders of, and/

and otherwise acquire and/or deal with any land or interest in land and other property of any tenure or description, and to erect, pull down, repair, alter, develop, hold or otherwise deal with any land or buildings and adapt the same for the purposes of the Company's business.

- (d) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein or likely to be required by customers or other persons having or about to have dealings with the Company.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- (f) To sell, lease, exchange, surrender, or otherwise deal with the whole of the undertaking and assets of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for any shares (whether credited as partly or fully paid up or otherwise) debentures, or securities of any other company, and to divide such part or parts, as may be determined by the Company, of the purchase price, whether in cash, shares or other equivalent, which may at any time be received by the Company on a sale or other dealing with the whole or part of its property, estate, effects and rights, or as the result of any other transaction of the Company, amongst the members of the Company by way of dividend or bonus in proportion to their shares, or to the amount paid up on their shares, or otherwise to deal with this as the Company may determine.
- (g) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concessions or co-operation with any persons or company carrying on or proposing to carry on any business within the objects of this Company and to take or otherwise acquire and hold shares or stock in, or securities of, and to subsidise or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.
- (h) To promote or form any other company or companies for the purpose of acquiring all or any part of the property and liabilities of the Company for the time being, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to pay or contribute towards the preliminary expenses of any such company or companies, or provide the whole or part of the capital thereof, or take shares therein, or lend money thereto upon debentures or otherwise.

(i)/

- (i) To apply for and otherwise acquire any patents, brevets d'invention, concessions and the like conferring an exclusive or non-exclusive, or limited right to use any process or invention, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit this Company, and to work out, devise, develop, test, demonstrate, improve and perfect any such process or invention, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account any such inventions, processes, brevets d'invention, licences, concessions and the like, and the property, rights and information so acquired.
- (j) To lend money to such persons, upon such terms and subject to such conditions as may be desirable, and with or without security therefor.
- (k) To borrow or raise money or secure the payment of money or performance of obligations (whether by or of the Company or any other person) in such manner as the Directors shall think fit, and in particular by the granting of bonds, charges and rights in security and by the issue of debentures or debenture stock charged upon all or any of the Company's property both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (l) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds.
- (m) To pay for any property, rights, privileges or concessions acquired or agreed to be acquired by the Company, and generally to satisfy any payment due by, or obligations of, the Company, by the issue of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.
- (n) To draw, make, accept, endorse, negotiate, discount, buy, sell, deal in, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable or transferable instruments, securities or documents.
- (o) To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debenture stocks, or other interests in, or obligations of any other company or corporation, and to invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.
- (p) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing or procuring the underwriting of any of the shares or debentures or other securities of the Company or of any company in which the Company may/

may be interested or propose to be interested, or in or about the conduct of the business of the Company whether by cash payments or the allotment of shares or securities of the Company credited as paid up in full or in part, or otherwise.

- (q) To pay out of the funds of the Company all expenses which the Company may lawfully pay relating or incidental to the formation, registration and advertising of or raising money for the Company and the issue of its capital, or for contributing to or assisting any company either issuing or purchasing with a view to issue all or any part of the Company's capital in connection with the advertising or offering of the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or debenture stock.
- (r) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families, relations, and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (s) To remunerate any person or company rendering services to the Company, whether by cash payment or by allotment to him or them of shares, debentures, debenture stock, or other securities of the Company credited as paid up in full or in part or otherwise.
- (t) To redeem or purchase any shares or securities of the Company, and to distribute any of the assets of the Company among the members in specie or shares or securities, either by way of dividend, or otherwise, but so that any redemption or purchase shall be in accordance with Part III of the Companies Act 1981 and no distribution amounting to a reduction of capital may be made without the sanction of the Court when necessary.
- (u)/

- (u) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem likely directly or indirectly to prejudice the Company's interests.
- (v) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them in any part of the world, and either as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

AND IT IS HEREBY DECLARED THAT:-

- (i) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, firm or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere.
- (ii) In this clause, words denoting the singular number only shall include the plural and vice versa.
- (iii) The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.
- (iv) The liability of the members is limited.
- (v) The Share Capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum/

Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Names, Addresses and Descriptions
of Subscribers

Number of Shares Taken
by each Subscriber

John Ashley Laing Miller,
Writer to the Signet,
7 Rothesay Terrace,
Edinburgh.

One

James Gibson Birrell,
Writer to the Signet,
7 Rothesay Terrace,
Edinburgh.

One

TOTAL SHARES
TAKEN

Two

Dated the 2nd day of November 1983.

WITNESS to the above Signatures:-

Caroline Jane Munro,
Solicitor,
7 Rothesay Terrace,
Edinburgh, EH3 7SD

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FORTH ESTUARY ENGINEERING LIMITED
(formerly TORRESDALE LIMITED)

PRELIMINARY

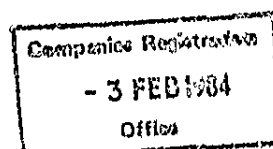
1. Subject as hereinafter provided, the regulations contained in or made applicable by Table A in the First Schedule to the Companies Act 1948 as amended (which regulations are hereinafter called Table A) shall apply to the Company but in case of any variation or inconsistency between these Articles and Table A, these Articles shall prevail.

INTERPRETATION

2. In regulation 1 of Table A between the words "regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.

PRIVATE COMPANY

3. The Company is a private company and accordingly no shares or debentures of the Company shall be offered to the public (whether for cash or/



or otherwise) or allotted or agreed to be allotted (whether for cash or otherwise) with a view to all or any of them being offered for sale to the public in contravention of Section 15 of the Companies Act 1980 or any statutory modification thereof for the time being in force. The Company shall not have power to issue share warrants to bearer.

SHARE CAPITAL

4. (a) Save as aftermentioned no share for the time being created and unissued may be allotted by the Directors, except in pursuance of an employees' share scheme (as defined in Section 87(1) of the Companies Act 1980 or any statutory modification thereof for the time being in force), and the Directors may not grant any right to subscribe for, or to convert any security into shares in the Company other than shares allotted in pursuance of any such scheme, unless they are authorised to do so by an Ordinary Resolution of the Company in General Meeting complying with Section 14 of the Companies Act 1980 or any statutory modification thereof for the time being in force.

(b) Where any such authority as is referred to in paragraph (a) of this Article is required, and such authority is obtained and its terms are complied with, the Directors shall not allot for cash shares for the time being created and unissued (of whatever class) except in compliance with Section 17 of the Companies Act 1980 or any statutory modification thereof for the time being in force.

(c) For the period of one year from the date of incorporation of the Company, all shares at the date of incorporation created and unissued (of whatever class) shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons (including any/

any Director) on such terms and conditions and at such time or times as the Directors may think fit, and in particular without the necessity of first offering such shares or any of them to the holders of shares in the Company or of any class thereof, and the Directors may grant to any person or persons (including any Director) the right to subscribe for, or to convert any security into, shares in the Company either at par or at a premium, and for such time and for such consideration as the Directors may think fit.

5. The Company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit notices of any trusts in respect of any of the shares of the Company. Notwithstanding any such acceptance and/or the making of any such record, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article 'trust' includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are hereinafter mentioned. Regulation 7 of Table A shall therefore not apply.

LIEN

6. In regulation 11 of Table A the words "(not being a fully paid share)" shall be omitted.

CALLS/

CALLS

7. In regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

TRANSFER OF SHARES

8. In regulation 22 of Table A the words "in the case of a share which is not fully paid, by or on behalf of the" shall be inserted between the words "and" and "transferee".

9. A share may be transferred by a member or other person entitled to transfer the same (hereinafter called "the proposing transferor") to any member of the Company selected by the proposing transferor.

10. Any share may be transferred by a member to any child or other issue son-in-law, daughter-in-law, his or her father or mother or to any lineal descendant of his or her father and mother or to his or her wife or husband and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, the father or mother or lineal descendants of the father and mother or the widow or widower of such deceased member and shares standing in the name of the trustees or executors of any deceased member may be transferred upon any change of trustees or executors to the trustees or executors for the time being.

11. Except where the transfer is made pursuant to the two preceding Articles any member proposing to transfer shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall constitute the Company his agent/

agent for the sale of the share or shares to any member of the Company or to any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership at the fair value to be fixed by the Auditor for the time being of the Company. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each.

12. If the Company within the space of fifty-six days after being served with such transfer notice shall find a member or person selected as aforesaid willing to purchase the share or shares (hereinafter called "the purchasing member") and give notice thereof to the proposing transferor he shall be bound upon payment of the fair value, to transfer the share to the purchasing member who shall be bound to complete the purchase within fourteen days from the service of such last mentioned notice.

13. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice shall be offered to members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined, every such share shall be offered to the members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

14. The Auditor for the time being of the Company shall on the application of the Directors certify in writing the sum which, in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator.

15. If in any case the proposing transferor, after having become bound as aforesaid, /

aforesaid, makes default in transferring the shares, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the Register as the holder of the shares, and shall hold the purchase money in trust for the said proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the Register, in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. The proposing transferor shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

16. If the Company shall not within the space of fifty-six days after being served with the transfer notice find a purchasing member and give notice in manner aforesaid, the proposing transferor shall, at any time within six months afterwards, be at liberty to sell and transfer the shares (or those not placed) to any person, and at any price.

17. Subject to the provisions of Article 9 hereof the executors or administrators of any deceased member shall be bound at any time after the expiration of six months from the date of his death, if and when called upon by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within a period of fourteen days after being so called upon, or should there be no such executors or administrators at the expiration of such period/

period of six months, a transfer notice shall be deemed to have been given and the provisions of this Article shall have effect accordingly.

18. If any member shall be adjudged bankrupt or shall be sequestrated his trustee in bankruptcy or sequestration, shall be bound forthwith to give to the Company a transfer notice in respect of all the shares registered in the name of the bankrupt member, and in default of such transfer notice being given within one month of bankruptcy or sequestration the trustee in bankruptcy or sequestration shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of this Article shall apply accordingly.

PROCEEDINGS AT GENERAL MEETING

19. At the end of regulation 52 of Table A (after the word "auditors") the words "and the fixing of the remuneration of the Directors" shall be added.

20. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business; two members present in person or by proxy shall be a quorum.

21. A poll may be demanded by any member present in person or by proxy and regulation 58 of Table A shall be modified accordingly.

VOTES OF MEMBERS

22. In regulation 62 of Table A the words "or by proxy" shall be inserted immediately after the words "present in person".

23. Any resolution in writing pursuant to regulation 73A of Table A may consist of several documents in like form each signed by one or more of the members and the said regulation shall be modified accordingly.

DIRECTORS

24. Regulation 75 of Table A shall not apply. Unless otherwise determined by/

by a General Meeting, the number of Directors shall not be less than two. The first Directors and Secretary shall be the persons named in the statement delivered to the Registrar of Companies in accordance with the provisions of Section 21 of the Companies Act 1976.

25. Regulation 76 of Table A shall not apply. The remuneration of the Directors shall be determined by the Company in General Meeting from time to time. Such remuneration shall be divided among the Directors in accordance with the determination of the Company in General Meeting or in such proportions as may be agreed by all the Directors; but, in default of such determination or agreement, if all the Directors have been in office throughout the year, the remuneration shall be divided equally among them, and if they have not, it shall be divided among them rateably in proportion to the parts of the year during which they have respectively been Directors. The Directors (including alternate Directors) may also be repaid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

26. Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who travels to or resides in any place other than where he usually resides for the purpose of discharging his duties may be paid such extra remuneration (whether by way of lump sum, commission or participation in profits or otherwise) as the Directors may determine.

27. Regulation 77 of Table A shall not apply. A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

BORROWING POWERS

28. The proviso to regulation 79 of Table A shall not apply.

POWERS AND DUTIES OF DIRECTORS

29. Paragraphs (2) and (4) of regulation 84 of Table A shall not apply. A Director may vote in respect of any contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

30. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and regulation 86 of Table A shall be modified accordingly.

31. Subject to Section 199 of the Act, any Director or other officer or member of the Company shall be entitled to contract with the Company and to engage in any transaction with it on such terms as may be considered expedient and shall be in nowise liable to account for any profit realised by any such contract or transaction, nor shall he be excluded from voting upon such contract or transaction.

PENSIONS AND ALLOWANCES

32. Regulation 87 of Table A shall not apply. The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death, to any persons or to the widow or dependants of any person in respect of services rendered by him to the Company in any office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company, notwithstanding that he may be or may have been a Director of the Company, and the Company may make payments towards insurances or trusts for such purposes in respect of such person/

person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

DISQUALIFICATION OF DIRECTORS

33. In regulation 88 of Table A paragraph (a) shall be modified by deleting the words and figures "or 185".

ROTATION OF DIRECTORS

34. Regulations 89 and 90 of Table A shall be delete. At the Annual General Meeting in each year all the Directors shall retire from office.

35. In regulation 95 of Table A the words "but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting" shall be omitted.

APPOINTMENT OF DIRECTORS

36. Regulation 97 of Table A shall not apply. At any time and from time to time the Company may (without prejudice to the powers of the Directors under regulation 95 of Table A) by ordinary resolution appoint any person a Director (but so that the maximum number of Directors (if any) from time to time fixed in accordance with these Articles is not exceeded) and determine the period for which such person is to hold office.

PROCEEDINGS OF DIRECTORS

37. Regulation 106 of Table A shall not apply. A resolution in writing signed or approved and sent by letter, cable, telex or telegram by all the Directors or by each Director or his alternate shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and when signed may consist of several documents each signed by one or more of the persons aforesaid.

ALTERNATE DIRECTORS/

ALTERNATE DIRECTORS

38. (a) Each Director shall have power from time to time to nominate any person being either a Director or a person who has been approved for the purpose by a majority of the other Directors to act as his alternate Director and at his discretion to remove such alternate Director.

(b) An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) shall be entitled while he holds office as an alternate Director to receive notices of all meetings of the Directors and to attend speak and vote at any such meeting at which his appointor is not present.

(c) Any appointment or removal of an alternate Director may be made by letter, cable, telex or telegram or in any other manner approved by the Directors. Any cable, telex or telegram shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile.

(d) The remuneration of any alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

(e) If a Director making any such appointment as aforesaid shall die or otherwise cease to be a Director, the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director.

(f) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

(g)/

(g) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

THE SEAL

39. The Directors shall provide for the safe custody of the Seal of the Company, which shall be affixed to all documents required to be under Seal in the presence of such person or persons and subject to such regulations as the Directors shall from time to time prescribe. Regulation 113 of Table A shall not apply.

INDEMNITY

40. Subject to the provisions of and so far as may be permitted by the Act, every Director, Managing Director, Auditor, Secretary, or other officer of the Company shall be entitled to be indemnified by the Company against all charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

WINDING UP

41. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively: Provided always that the provisions hereof/

hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

John Ashley Laing Miller,
Writer to the Signet,
7 Rothesay Terrace,
Edinburgh.

One

James Gibson Birrell,
Writer to the Signet,
7 Rothesay Terrace,
Edinburgh.

One

Dated the 2nd day of November 1983.

WITNESS to the above Signatures:-

Caroline Jane Munro,,
Solicitor,
7 Rothesay Terrace,
Edinburgh, EH3 7SD.



COMPANIES FORM No. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period

225(1)

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

--	--	--	--	--	--

8	5	6	3	9
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Name of company

* FORTH ESTUARY ENGINEERING LIMITED									
-------------------------------------	--	--	--	--	--	--	--	--	--

* Insert full name of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3	1	0	1
---	---	---	---

Note
Please read notes 1 to 4 overleaf before completing this form

Day Month Year

3	1	0	1	1	9	8	8
---	---	---	---	---	---	---	---

The current accounting reference period of the company ~~is to be treated as [shortened][extended]† and [is to be treated as having come to an end][will come to an end]†~~ on

† delete as appropriate

If this notice states that the current accounting reference period of the company is to be extended, an reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of N/A
_____, company number _____
the accounting reference date of which is _____

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

‡ Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

An administration order was made in relation to the company on N/A
and it is still in force.

Signed [Signature]

Designation‡ SECRETARY Date 5.10.87

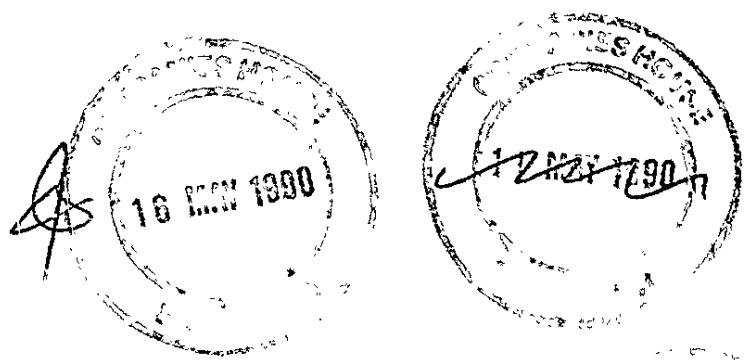
Presenter's name address and reference (if any):

C. T. MACNAB
10 WYVERN PARK
DICK PLACE

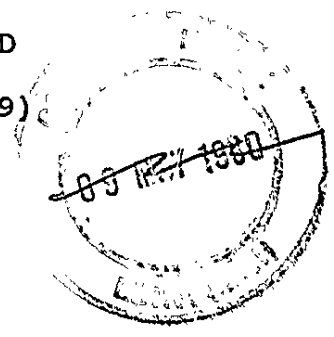
For official Use
General Section

Post room

6 OCT 1987



FORTH ESTUARY ENGINEERING LIMITED
(incorporated in Scotland No. 85639)



CERTIFIED COPY RESOLUTIONS

At an Extraordinary General Meeting of FORTH ESTUARY ENGINEERING LIMITED duly convened and held on 4th May 1990 1990 the following resolutions were duly passed as an Ordinary Resolution of the Company as to Resolution 1 and as Special Resolutions of the Company as to Resolutions 2 and 3:-

1. THAT the directors be and are hereby generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 ("the Act") to allot and dispose of or grant options over relevant securities (as defined in the said Section 80) up to a maximum nominal amount of £2,000 during the period expiring at the end of 5 years from the date of the passing of this resolution and at any time thereafter pursuant to any offer or agreement which would or might require the said relevant securities to be allotted after the expiry of this authority.
2. THAT the directors be and are hereby empowered to allot equity securities (as defined in Section 94 of the Act) up to a maximum nominal amount of £2,000 as if Section 89(1) of the Act did not apply to the allotment of the said equity securities during the period expiring at the end of five years from the date of the passing of this resolution

and at any time thereafter pursuant to any offer or agreement which would or might require the said relevant securities to be allotted after the expiry of this power and Article 4(c) of the Articles of Association of the Company adopted by a resolution passed today shall not apply to such allotments.

3. THAT the regulations attached hereto be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.

Michael D. Snowdon.....

85639

THE COMPANIES ACTS 1948 to 1981
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FORTH ESTUARY ENGINEERING LIMITED
(adopted on 4th May 1990)

PRELIMINARY



1. Subject as hereinafter provided, the regulations contained in or made applicable by Table A in the First Schedule to the Companies Act 1948 as amended (which regulations are hereinafter called "Table A") shall apply to the Company but in case of any variation or inconsistency between these Articles and Table A, these Articles shall prevail.

INTERPRETATION

2. In regulation 1 of Table A between the words "regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.

PRIVATE COMPANY

3. The Company is a private company and accordingly no shares or debentures of the Company shall be offered to the public (whether for cash or otherwise) or allotted or agreed to be

allotted (whether for cash or otherwise) with a view to all or any of them being offered for sale to the public. The Company shall not have power to issue share warrants to bearer.

SHARE CAPITAL

4. (a) Save as aftermentioned no share for the time being created and unissued may be allotted by the Directors, except in pursuance of an employees' share scheme, and the Directors may not grant any right to subscribe for, or to convert any security into shares in the Company other than shares allotted in pursuance of any such scheme, unless they are authorised to do so by an Ordinary Resolution of the Company in General Meeting complying with Section 80 of the Companies Act 1985 or any statutory modification thereof for the time being in force.

(b) Where any such authority as is referred to in paragraph (a) of this Article is required, and such authority is obtained and its terms are complied with, the Directors shall not allot for cash shares for the time being created and unissued (of whatever class) except in compliance with Section 89 of the Companies Act 1985 or any statutory modification thereof for the time being in force.

5. The Company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit notices or any trusts in respect of any of the shares of the Company. Notwithstanding any such acceptance and/or the making of any such record, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company

and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article 'trust' includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are hereinafter mentioned. Regulation 7 of Table A shall therefore not apply.

LIEN

6. In regulation 11 of Table A the words "(not being a fully paid share)" shall be omitted.

CALLS

7. In regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

TRANSFER OF SHARES

8. In regulation 22 of Table A the words "in the case of a share which is not fully paid, by or on behalf of the" shall be inserted between the words "and" and "transferee".

9. A share may be transferred by a member or other person entitled to transfer the same (hereinafter called "the proposing transferor") to any member of the Company selected by the proposing transferor.

10. Upon the death of Michael Desmond Brooshooft (hereinafter referred to as "Mr. Brooshooft") a transfer notice (as defined

in Article 11) shall be deemed to have been immediately given by Mr. Brooshooft in respect of such number of the shares registered in the name of Mr. Brooshooft at the date of his death, which will result, once such shares are transferred to Gerald John Hughes (hereinafter referred to as "Mr Hughes") in the manner hereinafter provided for, in Mr Brooshooft's executors, personal representatives or administrators becoming entitled to only 30% of the issued share capital of the Company. A transfer notice which is deemed to be given for the purpose of this Article 10 shall constitute the Company the agents of the executors, personal representative or administrators of Mr. Brooshooft for the transfer of the shares which are the subject of the deemed transfer notice to Mr. Hughes for no consideration and, in respect of the shares registered in the name of Mr. Brooshooft at the date of his death which are not the subject of the deemed transfer notice, all limitations, restrictions and provisions of these Articles relating to a transfer of shares shall not apply to the notice or instrument of transfer given for the purpose of regulation 31 of Table A and that regulation shall be modified accordingly.

11. Except where the transfer is made pursuant to the two preceding Articles, any member who desires to transfer any share or shares shall give to the Company notice in writing of such desire (hereinafter called "the transfer notice") and shall at the same time deposit with the Company the Share Certificate in respect of such share or shares. Subject as hereinafter mentioned the transfer notice shall constitute the Company the proposing transferor's agent for the sale of the share or shares specified therein (hereinafter called "the transfer shares") to

the members other than the proposing transferor at a price to be agreed upon by the proposing transferor and the Directors, or, in case of difference, the price which the Auditor of the Company for the time being shall, by writing under his hand, certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer.

12. If the Auditor is asked to certify the fair value as aforesaid, the Company shall, as soon as it receives the Auditor's certificate, furnish a certified copy thereof to the proposing transferor and the proposing transferor shall be entitled, by notice in writing given to the Company within 10 days of the service upon him of the certified copy, to cancel the Company's authority to sell the transfer shares. The cost of obtaining the certificate shall be borne by the Company unless the proposing transferor shall give notice of cancellation as aforesaid in which case the cost shall be borne by the proposing transferor.

13. Upon the price being fixed as aforesaid and provided the proposing transferor shall not have given notice of cancellation as aforesaid, the Company shall forthwith by notice in writing inform each member other than the proposing transferor of the number and price of the transfer shares and invite each such member to apply in writing to the Company within twenty-one days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the transfer shares (being all or any thereof) as he shall specify in such application.

14. The transfer notice may stipulate that unless all the shares specified therein are applied for pursuant to Article 13

none shall be sold, and if the transfer notice does so provide, and if some of the transfer shares are not so applied for, the Directors shall on the expiration of the said period of twenty-one days return the Share Certificate in respect of the transfer shares to the proposing transferor and advise the members who had made application therefor.

15. Subject to the provisions of Article 14, if the said members shall within the said period of twenty-one days apply for all or any of the transfer shares, the Directors shall allocate the transfer shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata (as nearly as possible) according to the number of shares in the Company of which the applicants are registered or unconditionally entitled to be registered as holders, provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called an "allocation notice") to the proposing transferor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and not later than twenty-eight days after the date of the allocation notice) at which the sale of the shares so allocated shall be completed.

16. The proposing transferor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified.

17. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the shares comprised in an allocation notice, the Chairman of the

Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the proposing transferor with full power to execute, complete and deliver, in the name and on behalf of the proposing transferor, transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company, the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the proposing transferor.

18. During the six months following the expiry of the said period of twenty-one days referred to in Article 13, the proposing transferor shall be at liberty to transfer to any persons and at any price (not being less than the price fixed under Article 11) any share not allocated by the Directors in an allocation notice. Provided that if the proposing transferor stipulated in his transfer notice that unless all the shares specified therein were applied for pursuant to Article 13 none shall be sold, the proposing transferor shall not be entitled to sell thereunder a lesser number of shares than the number specified in his transfer notice.

19. With the consent in writing of all the members for the time being the provisions in Articles 10 to 18 may be waived in whole or in part in any particular case.

20. Regulation 24 of Table A shall not apply. The Directors may decline to register the transfer of a share to a person (who

is not already a member of the Company) of whom they shall not approve, and they may also decline to register the transfer of a share on which the Company has a lien.

21. Subject to the provisions of Articles 9 and 10 hereof the executors or administrators of any deceased member shall be bound at any time after the expiration of six months from the date of his death, if and when called upon by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within a period of fourteen days after being so called upon, or should there be no such executors or administrators at the expiration of such period of six months, a transfer notice shall be deemed to have been given and the provisions of Articles 11 to 20 inclusive shall have effect accordingly except that the executors or administrators of the deceased member shall not have the power contained in Article 12 to cancel the Company's authority to sell the transfer shares and the transfer notice shall not state that unless all the shares specified therein are applied for pursuant to Article 13 none shall be sold.

22. If any member shall be adjudged bankrupt or shall be sequestrated his trustee in bankruptcy or sequestration, shall be bound forthwith to give to the Company a transfer notice in respect of all the shares registered in the name of the bankrupt member, and in default of such transfer notice being given within one month of bankruptcy or sequestration the trustee in bankruptcy or sequestration shall be deemed to have given such

notice at the expiration of the said period of one month and the provisions of Articles 11 to 20 inclusive shall apply accordingly except that the trustee in bankruptcy of the deceased member shall not have the power contained in Article 12 to cancel the Company's authority to sell the transfer shares and the transfer notice shall not state that unless all the shares specified therein are applied for pursuant to Article 13 none shall be sold.

PROCEEDINGS AT GENERAL MEETING

23. At the end of regulation 52 of Table A (after the word "auditors") the words "and the fixing of the remuneration of the Directors" shall be added.

24. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business; two members present in person or by proxy shall be a quorum.

25. A poll may be demanded by any member present in person or by proxy and regulation 58 of Table A shall be modified accordingly.

VOTES OF MEMBERS

26. In regulation 62 of Table A the words "or by proxy" shall be inserted immediately after the words "present in person".

27. Any resolution in writing pursuant to regulation 73A of Table A may consist of several documents in like form each signed by one or more of the members and the said regulation shall be modified accordingly.

CHAIRMAN

28. Regulation 60 of Table A shall not apply.

29. In regulation 98 of Table A, the words "In the case of an equality of votes, the chairman shall have a second or casting vote." shall be omitted.

30. In regulation 104 of Table A the words "and in the case of an equality of votes the chairman shall have a second or casting vote" shall be omitted.

31. The Chairman of any General Meeting of the Company or meeting of the Directors or any committee of Directors shall not have a second or casting vote.

DIRECTORS

32. Regulation 75 of Table A shall not apply. Unless otherwise determined by a General Meeting, the number of Directors shall not be less than two.

33. Regulation 76 of Table A shall not apply. The remuneration of the Directors shall be determined by the Company in General Meeting from time to time. Such remuneration shall be divided among the Directors in accordance with the determination of the Company in General Meeting or in such proportions as may be agreed by all the Directors; but, in default of such determination or agreement, if all the Directors have been in office throughout the year, the remuneration shall be divided equally among them, and if they have not, it shall be divided among them rateably in proportion to the parts of the year during which they have respectively been Directors. The Directors (including alternate Directors) may also be repaid all travelling, hotel and other expenses properly incurred by them

in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

34. Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who travels to or resides in any place other than where he usually resides for the purpose of discharging his duties may be paid such extra remuneration (whether by way of lump sum, commission or participation in profits or otherwise) as the Directors may determine.

35. Regulation 77 of Table A shall not apply. A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

BORROWING POWERS

36. The proviso to regulation 79 of Table A shall not apply.

POWERS AND DUTIES OF DIRECTORS

37. Paragraphs (2) and (4) of regulation 84 of Table A shall not apply. A Director may vote in respect of any contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

38. A Director present at any meeting of Directors or committees of Directors need not sign his name in a book kept

for that purpose and regulation 86 of Table A shall be modified accordingly.

39. Subject to Section 317 of the Companies Act 1985, any Director or other officer or member of the Company shall be entitled to contract with the Company and to engage in any transaction with it on such terms as may be considered expedient and shall be in nowise liable to account for any profit realised by any such contract or transaction, nor shall he be excluded from voting upon such contract or transaction.

RIGHTS OF DIRECTORS HOLDING 20% OF COMPANY'S ISSUED SHARE CAPITAL

40. Mr. Brooshooft, a Director of the Company at the date of adoption of this Article, shall have the right either (a) to remain as a Director of the Company and to sit on any committee of Directors to which the powers of the Directors are delegated under regulation 102 of Table A or (b) if Mr. Brooshooft is not a Director of the Company, to appoint some other person approved by the Directors (whose approval shall not be unreasonably withheld) as a Director of the Company, which rights can be exercised so long as Mr. Brooshooft is the beneficial owner of at least 20% of the issued share capital of the Company. If Mr. Brooshooft appoints some other person as a Director in terms of this Article the following provisions shall have effect:-

- (a) Any such appointment shall be effected by notice in writing to the Company by Mr. Brooshooft and Mr. Brooshooft may in like manner and from time to time remove from office any Director appointed pursuant to

- this Article and (subject to approval as aforesaid) appoint any person in place of any Director so removed.
- (b) A Notice of appointment or removal of a Director pursuant to this Article shall take effect from its lodgement at the Registered Office of the Company or on its delivery to a meeting of the Directors or the Secretary.
- (c) Subject to (e) below, a Director appointed pursuant to this Article shall hold office until he is either removed in the manner provided by this Article, or he dies, or vacates office pursuant to regulation 88 of Table A, as amended by these Articles, or Mr. Brooshooft ceases to be the beneficial owner of at least 20% of the issued share capital of the Company.
- (d) A Director appointed pursuant to this Article shall have the right to sit on any committee of Directors to which the powers of the Directors are delegated under regulation 102 of Table A until his appointer ceases to be the beneficial owner of at least 20% of the issued share capital of the Company.
- (e) If Mr Brooshooft ceases to be the beneficial owner of at least 20% of the issued share capital of the Company at a time when he is also a Director he shall not thereby cease to be a Director, but he may then be removed in any manner permitted by law.
- (f) Neither Mr Brooshooft nor a Director appointed pursuant to this Article shall be required to retire from office at each Annual General Meeting of the Company.

(g) If Mr Brooshooft, or a person appointed a Director by Mr Brooshooft pursuant to this Article, is removed from office in accordance with the provisions of Section 303 of the Companies Act 1985, Mr Brooshooft may immediately thereafter appoint himself a Director by notice given in the manner described in (b) above or he may in terms of this Article appoint some other person a Director; provided that such appointment shall only be effective if at that time Mr Brooshooft is the beneficial owner of at least 20% of the issued share capital of the Company.

41. The provisions of the foregoing article shall apply mutatis mutandis to Mr. Hughes as if each reference to "Mr. Brooshooft" was a reference to "Mr. Hughes".

PENSIONS, ALLOWANCES AND REMUNERATION

42. Regulation 87 of Table A shall not apply. The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death, to any persons or to the widow or dependants of any person in respect of services rendered by him to the Company in any office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company, notwithstanding that he may be or may have been a Director of the Company, and the Company may make payments towards insurances or trusts for such purposes in respect of such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

43. Subject only to Article 44, the Company will not without the written consent of members holding more than 75% in nominal value of the issued share capital of the Company vary the Emoluments of any of its directors or of any associate of a director. For the purpose of this Article and Article 44 the following expressions shall have the following meanings:-

"associate" - means in relation to any person, a person who is connected with that person (and for this purpose the question whether a person is connected shall be determined in accordance with Section 63 of the Capital Gains Tax Act 1979).

"Emoluments" - means emoluments of every description including, without limitation, salaries, directors' fees, bonuses, commissions, profit shares under any incentive scheme, pension contributions payable by the Company and benefits as quantified for income tax purposes.

44. Emoluments shall not be varied for the purpose of Article 43 if and to the extent that they are adjusted annually on 1st February of each year commencing 1st February 1991 by a percentage equal to the percentage increase in the retail price index published by the Government to 31st December in the year preceding the year in question from the 31st December in the previous year.

DISQUALIFICATION OF DIRECTORS

45. In regulation 88 of Table A paragraph (a) shall be modified by deleting the words and figures "or 185".

ROTATION OF DIRECTORS

46. Regulations 89 and 90 of Table A shall be delete. Subject to Articles 40 and 41, at the Annual General Meeting in each year all the Directors shall retire from office.

47. In regulation 95 of Table A the words "but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting" shall be omitted.

APPOINTMENT OF DIRECTORS

48. Regulation 97 of Table A shall not apply. At any time and from time to time the Company may (without prejudice to the powers of the Directors under regulation 95 of Table A) by Ordinary Resolution appoint any person a Director (but so that the maximum number of Directors (if any) from time to time fixed in accordance with these Articles is not exceeded) and determine the period for which such person is to hold office.

PROCEEDINGS OF DIRECTORS

49. Regulation 106 of Table A shall not apply. A resolution in writing signed or approved and sent by letter, cable, telex or telegram by all the Directors or by each Director or his alternate shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and when signed may consist of several documents each signed by one or more of the persons aforesaid.

ALTERNATE DIRECTORS

50. (a) Each Director shall have power from time to time

to nominate any person being either a Director or a person who has been approved for the purpose by a majority of the other Directors to act as his alternate Director and at his discretion to remove such alternate Director.

(b) An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) shall be entitled while he holds office as an alternate Director to receive notices of all meetings of the Directors and to attend speak and vote at any such meeting at which his appointer is not present.

(c) Any appointment or removal of an alternate Director may be made by letter, cable, telex or telegram or in any other manner approved by the Directors. Any cable, telex or telegram shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile.

(d) The remuneration of any alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

(e) If a Director making any such appointment as aforesaid shall die or otherwise cease to be a Director, the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director.

(f) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to

the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

(g) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

THE SEAL

51. The Directors shall provide for the safe custody of the Seal of the Company, which shall be affixed to all documents required to be under Seal in the presence of such person or persons and subject to such regulations as the Directors shall from time to time prescribe. Regulation 113 Table A shall not apply.

INDEMNITY

52. Subject to the provisions of and so far as may be permitted by the Act, every Director, managing Director, Auditor, Secretary, or other officer of the Company shall be entitled to be indemnified by the Company against all charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

WINDING UP

53. If the Company shall be would up the assets remaining after payment of the debts and liabilities of thre Company and the costs of the liquidation shall first be applied in repaying to

the members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

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Michael D. Swank

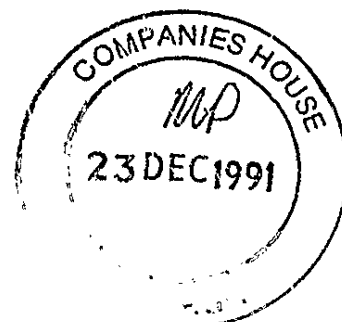
THE COMPANIES ACTS 1948 to 1981
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FORTH ESTUARY ENGINEERING LIMITED
(adopted by Special Resolution on 17th December 1991)



PRELIMINARY

1. Subject as hereinafter provided, the regulations contained in or made applicable by Table A in the First Schedule to the Companies Act 1948 as amended (which regulations are hereinafter called "Table A") shall apply to the Company but in case of any variation or inconsistency between these Articles and Table A, these Articles shall prevail.

INTERPRETATION

2. In regulation 1 of Table A between the words "regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.

PRIVATE COMPANY

3. The Company is a private company and accordingly no shares or debentures of the Company shall be offered to the public (whether for cash or otherwise) or allotted or agreed to be

allotted (whether for cash or otherwise) with a view to all or any of them being offered for sale to the public. The Company shall not have power to issue share warrants to bearer.

SHARE CAPITAL

4. (a) Save as aftermentioned no share for the time being created and unissued may be allotted by the Directors, except in pursuance of an employees' share scheme, and the Directors may not grant any right to subscribe for, or to convert any security into shares in the Company other than shares allotted in pursuance of any such scheme, unless they are authorised to do so by an Ordinary Resolution of the Company in General Meeting complying with Section 80 of the Companies Act 1985 or any statutory modification thereof for the time being in force.

(b) Where any such authority as is referred to in paragraph (a) of this Article is required, and such authority is obtained and its terms are complied with, the Directors shall not allot for cash shares for the time being created and unissued (of whatever class) except in compliance with Section 89 of the Companies Act 1985 or any statutory modification thereof for the time being in force.

5. The Company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit notices or any trusts in respect of any of the shares of the Company. Notwithstanding any such acceptance and/or the making of any such record, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company

and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article 'trust' includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are hereinafter mentioned. Regulation 7 of Table A shall therefore not apply.

LIEN

6. In regulation 11 of Table A the words "(not being a fully paid share)" shall be omitted.

CALLS

7. In regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

TRANSFER OF SHARES

8. In regulation 22 of Table A the words "in the case of a share which is not fully paid, by or on behalf of the" shall be inserted between the words "and" and "transferee".

9. A share may be transferred by a member or other person entitled to transfer the same (hereinafter called "the proposing transferor") to any member of the Company selected by the proposing transferor.

10. Any member being an individual may at any time during his lifetime transfer all or any shares held by him to his children.

11. Except where the transfer is made pursuant to the two preceding Articles, any member who desires to transfer any share or shares shall give to the Company notice in writing of such desire (hereinafter called "the transfer notice") and shall at the same time deposit with the Company the Share Certificate in respect of such share or shares. Subject as hereinafter mentioned the transfer notice shall constitute the Company the proposing transferor's agent for the sale of the share or shares specified therein (hereinafter called "the transfer shares") to the members other than the proposing transferor at a price to be agreed upon by the proposing transferor and the Directors, or, in case of difference, the price which the Auditor of the Company for the time being shall, by writing under his hand, certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer.

12. If the Auditor is asked to certify the fair value as aforesaid, the Company shall, as soon as it receives the Auditor's certificate, furnish a certified copy thereof to the proposing transferor and the proposing transferor shall be entitled, by notice in writing given to the Company within 10 days of the service upon him of the certified copy, to cancel the Company's authority to sell the transfer shares. The cost of obtaining the certificate shall be borne by the Company unless the proposing transferor shall give notice of cancellation as aforesaid in which case the cost shall be borne by the proposing transferor.

13. Upon the price being fixed as aforesaid and provided the proposing transferor shall not have given notice of cancellation as aforesaid, the Company shall forthwith by notice in writing

inform each member other than the proposing transferor of the number and price of the transfer shares and invite each such member to apply in writing to the Company within twenty-one days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the transfer shares (being all or any thereof) as he shall specify in such application.

14. The transfer notice may stipulate that unless all the shares specified therein are applied for pursuant to Article 13 none shall be sold, and if the transfer notice does so provide, and if some of the transfer shares are not so applied for, the Directors shall on the expiration of the said period of twenty-one days return the Share Certificate in respect of the transfer shares to the proposing transferor and advise the members who had made application therefor.

15. Subject to the provisions of Article 14, if the said members shall within the said period of twenty-one days apply for all or any of the transfer shares, the Directors shall allocate the transfer shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata (as nearly as possible) according to the number of shares in the Company of which the applicants are registered or unconditionally entitled to be registered as holders, provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called an "allocation notice") to the proposing transferor and to the persons to whom the shares have been allocated and shall specify in such notice the place and

time (being not earlier than fourteen and not later than twenty-eight days after the date of the allocation notice) at which the sale of the shares so allocated shall be completed.

16. The proposing transferor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified.

17. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the shares comprised in an allocation notice, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the proposing transferor with full power to execute, complete and deliver, in the name and on behalf of the proposing transferor, transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company, the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the proposing transferor.

18. Where the proposing transferor has not stipulated in his transfer notice that unless all the shares specified therein are applied for pursuant to Article 13 none shall be sold, during the six months following the expiry of the said period of twenty one days referred to in Article 13, the proposing transferor shall be at liberty to transfer to any person and at any price (not being less than the price fixed under Article 11)

all (but not some of) the shares not allocated by the Directors in an allocation notice provided that the proposing transferor shall not be entitled to transfer shares to any person in terms of this Article unless the transfer notice was given in respect of all the shares owned by the member giving the transfer notice.

19. With the consent in writing of all the members for the time being the provisions in Articles 11 to 18 may be waived in whole or in part in any particular case.

20. Regulation 24 of Table A shall not apply. Except where a transfer is made during lifetime to a member's children in terms of Article 10, or is made in the circumstances and to the persons referred to in Clause 21A, the Directors may decline to register the transfer of a share to a person (who is not already a member of the Company) of whom they shall not approve, and they may also decline to register the transfer of a share on which the Company has a lien.

21. Subject to the provisions of Article 21A hereof the executors or administrators of any deceased member shall be bound at any time after the expiration of six months from the date of his death, if and when called upon by the Directors so to do, to give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notice within a period of fourteen days after being so called upon, or should there be no such executors or administrators at the expiration of such period of six months, a transfer notice shall be deemed to have been given and the provisions of Articles 11 to 20 inclusive shall have effect

accordingly except that the executors or administrators of the deceased member shall not have the power contained in Article 12 to cancel the Company's authority to sell the transfer shares and the transfer notice shall not state that unless all the shares specified therein are applied for pursuant to Article 13 none shall be sold.

21A. The provisions of Article 21 shall not apply in respect of any share registered in the name of a deceased member at the date of his death, if such share has been bequeathed by him by will to his spouse or to any of his lineal descendants. The limitations, restrictions and provisions of these Articles relating to transfer of shares shall not apply to the notice or instrument of transfer given for the purpose of regulation 31 of the Table A and that regulation shall be modified accordingly.

22. If any member shall be adjudged bankrupt or shall be sequestrated his trustee in bankruptcy or sequestration, shall be bound forthwith to give to the Company a transfer notice in respect of all the shares registered in the name of the bankrupt member, and in default of such transfer notice being given within one month of bankruptcy or sequestration the trustee in bankruptcy or sequestration shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of Articles 11 to 20 inclusive shall apply accordingly except that the trustee in bankruptcy of the deceased member shall not have the power contained in Article 12 to cancel the Company's authority to sell the transfer shares and the transfer notice shall not state that unless all the shares specified therein are applied for pursuant to Article 13 none shall be sold.

PROCEEDINGS AT GENERAL MEETING

23. At the end of regulation 52 of Table A (after the word "auditors") the words "and the fixing of the remuneration of the Directors" shall be added.

24. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business; two members present in person or by proxy shall be a quorum.

25. A poll may be demanded by any member present in person or by proxy and regulation 58 of Table A shall be modified accordingly.

VOTES OF MEMBERS

26. In regulation 62 of Table A the words "or by proxy" shall be inserted immediately after the words "present in person".

27. Any resolution in writing pursuant to regulation 73A of Table A may consist of several documents in like form each signed by one or more of the members and the said regulation shall be modified accordingly.

CHAIRMAN

28. Regulation 60 of Table A shall not apply.

29. In regulation 98 of Table A, the words "In the case of an equality of votes, the chairman shall have a second or casting vote." shall be omitted.

30. In regulation 104 of Table A the words "and in the case of an equality of votes the chairman shall have a second or casting vote" shall be omitted.

31. The Chairman of any General Meeting of the Company or meeting of the Directors or any committee of Directors shall not have a second or casting vote.

DIRECTORS

32. Regulation 75 of Table A shall not apply. Unless otherwise determined by a General Meeting, the number of Directors shall not be less than two.

33. Regulation 76 of Table A shall not apply. The remuneration of the Directors shall be determined by the Company in General Meeting from time to time. Such remuneration shall be divided among the Directors in accordance with the determination of the Company in General Meeting or in such proportions as may be agreed by all the Directors; but, in default of such determination or agreement, if all the Directors have been in office throughout the year, the remuneration shall be divided equally among them, and if they have not, it shall be divided among them rateably in proportion to the parts of the year during which they have respectively been Directors. The Directors (including alternate Directors) may also be repaid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

34. Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who travels to or resides in any place other than where he usually resides for the purpose of discharging his duties may be paid such extra remuneration (whether by way of

lump sum, commission or participation in profits or otherwise) as the Directors may determine.

35. Regulation 77 of Table A shall not apply. A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

BORROWING POWERS

36. The proviso to regulation 79 of Table A shall not apply.

POWERS AND DUTIES OF DIRECTORS

37. Paragraphs (2) and (4) of regulation 84 of Table A shall not apply. A Director may vote in respect of any contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

38. A Director present at any meeting of Directors or committees of Directors need not sign his name in a book kept for that purpose and regulation 86 of Table A shall be modified accordingly.

39. Subject to Section 317 of the Companies Act 1985, any Director or other officer or member of the Company shall be entitled to contract with the Company and to engage in any transaction with it on such terms as may be considered expedient and shall be in nowise liable to account for any profit realised

by any such contract or transaction, nor shall he be excluded from voting upon such contract or transaction.

RIGHTS OF DIRECTORS HOLDING 20% OF COMPANY'S ISSUED SHARE CAPITAL

40. Mr. Brooshooft, a Director of the Company at the date of adoption of this Article, shall have the right either (a) to remain as a Director of the Company and to sit on any committee of Directors to which the powers of the Directors are delegated under regulation 102 of Table A or (b) if Mr. Brooshooft is not a Director of the Company, to appoint some other person approved by the Directors (whose approval shall not be unreasonably withheld) as a Director of the Company, which rights can be exercised so long as Mr. Brooshooft is the beneficial owner of at least 20% of the issued share capital of the Company. If Mr. Brooshooft appoints some other person as a Director in terms of this Article the following provisions (a) to (g) shall have effect:-

- (a) Any such appointment shall be effected by notice in writing to the Company by Mr. Brooshooft and Mr. Brooshooft may in like manner and from time to time remove from office any Director appointed pursuant to this Article and (subject to approval as aforesaid) appoint any person in place of any Director so removed.
- (b) A Notice of appointment or removal of a Director pursuant to this Article shall take effect from its lodgement at the Registered Office of the Company or on its delivery to a meeting of the Directors or the Secretary.

- (c) Subject to (e) below, a Director appointed pursuant to this Article shall hold office until he is either removed in the manner provided by this Article , or he dies, or vacates office pursuant to regulation 88 of Table A, as amended by these Articles, or Mr. Brooshooft ceases to be the beneficial owner of at least 20% of the issued share capital of the Company.
- (d) A Director appointed pursuant to this Article shall have the right to sit on any committee of Directors to which the powers of the Directors are delegated under regulation 102 of Table A until his appointer ceases to be the beneficial owner of at least 20% of the issued share capital of the Company.
- (e) If Mr Brooshooft ceases to be the beneficial owner of at least 20% of the issued share capital of the Company at a time when he is also a Director he shall not thereby cease to be a Director, but he may then be removed in any manner permitted by law.
- (f) Neither Mr Brooshooft nor a Director appointed pursuant to this Article shall be required to retire from office at each Annual General Meeting of the Company.
- (g) If Mr Brooshooft, or a person appointed a Director by Mr Brooshooft pursuant to this Article, is removed from office in accordance with the provisions of Section 303 of the Companies Act 1985, Mr Brooshooft may immediately thereafter appoint himself a Director by notice given in the manner described in (b) above or he may in terms of this Article appoint some other

person a Director; provided that such appointment shall only be effective if at that time Mr Brooshooft is the beneficial owner of at least 20% of the issued share capital of the Company.

For the purposes of this Article 40, Mr Brooshooft shall be deemed to be the beneficial owner of any shares which he has transferred to a child of his in terms of Article 9, provided that such shares are still held by that child.

41. The provisions of the foregoing article shall apply mutatis mutandis to Mr. Hughes as if each reference to "Mr. Brooshooft" was a reference to "Mr. Hughes".

PENSIONS, ALLOWANCES AND REMUNERATION

42. Regulation 87 of Table A shall not apply. The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death, to any persons or to the widow or dependants of any person in respect of services rendered by him to the Company in any office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company, notwithstanding that he may be or may have been a Director of the Company, and the Company may make payments towards insurances or trusts for such purposes in respect of such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

43. Subject only to Article 44, the Company will not without the written consent of members holding more than 75% in nominal value of the issued share capital of the Company vary the

Emoluments of any of its directors or of any associate of a director. For the purpose of this Article and Article 44 the following expressions shall have the following meanings:-

"associate" - means in relation to any person, a person who is connected with that person (and for this purpose the question whether a person is connected shall be determined in accordance with Section 63 of the Capital Gains Tax Act 1979).

"Emoluments" - means emoluments of every description including, without limitation, salaries, directors' fees, bonuses, commissions, profit shares under any incentive scheme, pension contributions payable by the Company and benefits as quantified for income tax purposes.

44. Emoluments shall not be varied for the purpose of Article 43 if and to the extent that they are adjusted annually on 1st February of each year commencing 1st February 1991 by a percentage equal to the percentage increase in the retail price index published by the Government to 31st December in the year preceding the year in question from the 31st December in the previous year.

DISQUALIFICATION OF DIRECTORS

45. In regulation 88 of Table A paragraph (a) shall be modified by deleting the words and figures "or 185".

ROTATION OF DIRECTORS

46. Regulations 89 and 90 of Table A shall be delete. Subject to Articles 40 and 41, at the Annual General Meeting in each year all the Directors shall retire from office.

47. In regulation 95 of Table A the words "but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting" shall be omitted.

APPOINTMENT OF DIRECTORS

48. Regulation 97 of Table A shall not apply. At any time and from time to time the Company may (without prejudice to the powers of the Directors under regulation 95 of Table A) by Ordinary Resolution appoint any person a Director (but so that the maximum number of Directors (if any) from time to time fixed in accordance with these Articles is not exceeded) and determine the period for which such person is to hold office.

PROCEEDINGS OF DIRECTORS

49. Regulation 106 of Table A shall not apply. A resolution in writing signed or approved and sent by letter, cable, telex or telegram by all the Directors or by each Director or his alternate shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and when signed may consist of several documents each signed by one or more of the persons aforesaid.

ALTERNATE DIRECTORS

50. (a) Each Director shall have power from time to time to nominate any person being either a Director or a person who has been approved for the purpose by a majority of the other Directors to act as his alternate Director and at his discretion to remove such alternate Director.

(b) An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) shall be entitled while he holds office as an alternate Director to receive notices of all meetings of the Directors and to attend speak and vote at any such meeting at which his appointer is not present.

(c) Any appointment or removal of an alternate Director may be made by letter, cable, telex or telegram or in any other manner approved by the Directors. Any cable, telex or telegram shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile.

(d) The remuneration of any alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

(e) If a Director making any such appointment as aforesaid shall die or otherwise cease to be a Director, the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director.

(f) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

(g) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors

allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

THE SEAL

51. The Directors shall provide for the safe custody of the Seal of the Company, which shall be affixed to all documents required to be under Seal in the presence of such person or persons and subject to such regulations as the Directors shall from time to time prescribe. Regulation 113 Table A shall not apply.

INDEMNITY

52. Subject to the provisions of and so far as may be permitted by the Act, every Director, managing Director, Auditor, Secretary, or other officer of the Company shall be entitled to be indemnified by the Company against all charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

WINDING UP

53. If the Company shall be would up the assets remaining after payment of the debts and liabilities of thre Company and the costs of the liquidation shall first be applied in repaying to the members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively: Provided always that the

provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

FORTH ESTUARY ENGINEERING LIMITED

Company Number 85639

THE COMPANIES ACTS 1948 to 1981

THE COMPANIES ACT 1985

SPECIAL RESOLUTION

of

FORTH ESTUARY ENGINEERING LIMITED

At an Extraordinary General Meeting of the above named Company duly convened and held at *Attn: Gas, Dublin* on the *17th* day of *December* 1991 the following Resolution was passed as a Special Resolution:-

"THAT the Regulations in the form attached hereto be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all of the existing Articles thereof."

Michael D. Scroth

