

Company number 1002607
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
of
SELLAFIELD LIMITED (the "Company")

24 November 2008

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "**Resolution**").

SPECIAL RESOLUTION

That the existing memorandum of association and articles of association shall no longer apply to the Company and that in place thereof, the memorandum of association and articles of association, a copy of which has been annexed hereto, be adopted as the new memorandum of association and articles of association of the Company.

AGREEMENT

Please read the notes overleaf before signifying your agreement to the Resolution.

The undersigned, being the sole member of the Company entitled to vote on the Resolution, hereby irrevocably agrees to the Resolution:

David Pethick

.....
for and on behalf of **Nuclear Management Partners Limited**

Date: **24 November** 2008

SATURDAY



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20/12/2008
COMPANIES HOUSE

Private Company Limited by Shares

**Memorandum and Articles of
Association of Sellafield Limited**

Field Fisher Waterhouse LLP 35 Vine Street London EC3N 2AA

Company Number 1002607

Private Company Limited by Shares

Memorandum of Association of Sellafield Limited (as amended by Special Resolutions passed on 21 October 1983, 23 March 2005, 26 June 2007 and on 24 November 2008)

1. The Company name is "SELLAFIELD LIMITED"¹
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
 - (a) to undertake the treatment, transport and storage of nuclear waste and the design of treatment and storage facilities and processes and all other activities ancillary to nuclear decommissioning activities, design, manufacture, supply or deal in nuclear fuel, to carry out any processing and re-processing of fissile material and nuclear fuel, to manufacture, supply or deal in radio-active substances, to design, manufacture, supply or deal in plant, equipment and apparatus of a kind used in or in connection with any of the foregoing activities;
 - (b) to provide services in connection with any of the foregoing activities;
 - (c) to carry out design work, building, engineering or other operations or works, where any such activity may be necessary or expedient in respect of, or may conveniently be associated with, any of the foregoing activities;
 - (d) to carry on research in connection with any of the foregoing activities, and to carry on any other activity preparatory or ancillary thereto;
 - (e) to enter into such commercial or other transactions as may seem desirable for the purpose of the Company's affairs;

¹ Pursuant to a special resolution to re-register the Company as a public company passed on 21 October 1983, special resolutions to re-register the Company as a private company and change its name from British Nuclear Fuels plc to British Nuclear Group Sellafield Limited passed on 23 March 2005 and special resolution to change its name from British Nuclear Group Sellafield Limited to Sellafield Limited passed on 26 June 2007.

- (f) to purchase or otherwise acquire for any estate or interest, or deal in, any property, rights or assets of any kind which may appear to be necessary or convenient for any business of the Company;
- (g) to pay or to make such arrangements for providing such pensions, benefits and other matters (whether to or for or for the benefit of present or past directors or employees of the Company or of any company associated with the Company or persons who are or were related to or dependents of such directors or employees) as may seem directly or indirectly to advance the interests of the Company;
- (h) to act as agents or trustees, and to enter into partnership and other arrangements which may seem to advance the interests of the Company;
- (i) to sell, lease or dispose of the undertaking of the Company or any part thereof on such terms as the Company may decide, and to distribute assets in specie among the members of the Company;
- (j) to acquire and hold interests in other companies and to enter into any arrangements with other companies which may seem to advance the interests of the Company, upon such terms as the Company may decide;
- (k) to raise or borrow money and to receive deposits, and to lend money, give whether gratuitously or otherwise guarantees or indemnities and whether in respect of its own obligations or those of some other person or company, and to charge its undertaking or any part thereof or its uncalled capital, in any circumstances and upon such terms and conditions as the Company may think fit;
- (l) to contribute to any public, general, charitable, benevolent or useful object, to which it may seem to be in the interests of the Company or its members to contribute; and
- (m) to do all such other things as may be considered to further the interests of the Company or be incidental or conducive to the above objects or any of them.

AND it is hereby declared (a) that the word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or the body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere and (b) that, except where the context otherwise expressly so requires, none of the several paragraphs of this Clause or the objects therein specified, or the powers thereby conferred, shall be limited by reference to or

inference from any other paragraph of this Clause or the order in which such paragraphs occur or the name of the Company.

4. The liability of the Members is limited.
5. The share capital of the Company is £100 divided into 100 shares of £1 each.

Notes

1. By ordinary resolution passed on 26 March 1971 the capital of the Company was increased to £18,000,000 by the creation of 17,999,900 new shares of £1 each.
2. By ordinary resolution passed on 21 October 1975 the capital of the Company was increased to £43,000,000 by the creation of 25,000,000 new shares of £1 each.

WE, the several person 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
MICHEAL I MICHAELS Head Atomic Energy Division Department of Trade and Industry Millbank, SW1	One
THOMAS TUOHY Managing Director Production Group United Kingdom Atomic Energy Authority Risley, Lancs	One

Dated the 8th day of February 1971

Witness to the above Signature of MICHAEL I MICHAELS

GORDON WALTER THYNNE
Assistant Secretary
Atomic Energy Division
Department of Trade & Industry
Millbank, SW1

Witness to the above Signature of THOMAS TUOHY

ALAN JOHNSON
Special Assistant to Member for Production
Production Group
United Kingdom Atomic Energy Authority
Risley, Lancs

Company Number 1002607

Private Company Limited by Shares

Articles of Association of Sellafield Limited² (adopted by written resolutions passed on 23 March 2005, 31 March 2005 and 24 November 2008)

PRELIMINARY

1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No 3373) and the Companies (Table A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles and in respect of all of the foregoing in so far as applying to private companies (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are varied or excluded by or are inconsistent with these articles, and regulation 1 shall so apply as if reference to "these regulations" included references to these articles.

2. In these articles:

"the Acts" means the Companies Act 1985 (the "1985 Act") and the Companies Act 2006 (the "2006 Act") in so far as each may be in force, and as the same may be amended, extended, consolidated or re-enacted by or under any other enactment from time to time;

"Approved Working Capital Facility" means any working capital facility approved by the Authority pursuant to any Nuclear Site Contract;

"Authority" means the Nuclear Decommissioning Authority;

"Nuclear Site Contract" has the meaning given in Article 19(d).

"Security Interest" means any mortgage, assignment, charge, lien, hypothecation, pledge, encumbrance, trust arrangement or any other security interest or arrangement for the purpose of providing to any person security or a priority in right of payment except for any lien arising by operation of law;

² The Company by special resolution changed its name from British Nuclear Group Sellafield Limited passed on 26 June 2007

"Site" means any nuclear site under the management of and operated by the Company pursuant to a Nuclear Site Contract.

3. Regulations 24, 57, 62, 64, 73, 80 (inclusive), 94 to 96 (inclusive) 101 and 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

4. Regulation 23 in Table A shall apply to the Company as if the instrument of transfer of any share shown in the Memorandum of Association to have been taken by a subscriber to it need not be executed by or on behalf of the transferee, even where the share is not fully paid.
5. The directors may in their absolute discretion, and without giving any reason, decline to register any transfer of any share, whether or not fully paid.

PROCEEDINGS AT GENERAL MEETINGS

6. Where the Company has only one member, regulation 40 in Table A shall apply to the Company as if reference to two persons were a reference to one and the word "each" were omitted.

DELIVERY OF PROXIES

7. The appointment of a proxy and (if required by the directors) any authority under which the proxy is appointed or a copy of the authority, certified notarially or in some other manner approved by the directors, shall be deposited or received at the office (or at such other place or address, including an address for the purpose of receiving electronic communications, or delivered to such person, as may be specified or agreed by the directors) at or before the time for holding the meeting or adjourned meeting at which the person named in the appointment of proxy proposes to act or, in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, at or before the time appointed for the taking of the poll, and an appointment of proxy which is not so deposited, received or delivered shall be invalid.

DIRECTORS

8. Unless otherwise determined by ordinary resolution the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

9. A member of members holding a majority in nominal value of the issued ordinary shares in the Company may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may remove from office any director however appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members concerned or, in the case of a corporate member, signed by one of its directors on its behalf, and shall take effect on lodgement at the registered office.
10. The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director and, without prejudice to the provisions of the Acts, may by ordinary resolution remove a director from office.
11. A person may be appointed as a director of the Company notwithstanding that such person may, at the time of appointment, be a director of British Nuclear Group Limited (company number 5245506) or any other Company that holds directly or indirectly a majority of the issued share capital of the Company.
12. The removal of a director under article 8 or 13 shall be without prejudice to any claim the director may have for breach of any contract of service between him and the Company.
13. No person shall be disqualified from being or becoming a director by reason of his attaining or having attained the age of 70 or any other age.

PROCEEDINGS OF DIRECTORS

14. A director who has duly declared his interest (so far as he is required to do so) shall not vote at a meeting of the directors or of a committee of the directors on any resolution concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall not be counted, and whether or not he does, his presence at the meeting shall not be taken into account in calculating the quorum.
15. Where the Company has only one director, that director may exercise all the powers of the directors by regulation 70 in Table A or otherwise by virtue of these articles, notwithstanding any restriction in regulation 89 (as to quorum for the transaction of the business of directors) or regulation 90 (as to the purposes for which a sole continuing director may act).

ELECTRONIC COMMUNICATION BOARD MEETINGS

16. A meeting of the directors may be held between directors some or all of whom are in different places provided that each director who participates in the meeting is able to communicate with each of the other participating directors whether directly or by any form of electronic communication or a combination of such methods, such that each director is able:

- (a) to hear each of the other participating directors addressing the meeting, and
- (b) if he so wishes, to address each of the other participating directors simultaneously.

A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number and designation of directors required to form a quorum. A director shall be regarded for all purposes as being present in person if and for so long as those conditions are satisfied in respect of him. A meeting held in this way shall be deemed to take place at the place where a majority of the directors participating in the meeting is assembled or, in default of such a majority, at the place where the Chairman of the meeting is physically present.

SEAL

17.

- (a) If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or a second director.
- (b) The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.
- (c) The Company may exercise the powers conferred by Section 39 of the 1985 Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.

INDEMNITY

18. Subject to the provisions of the Acts, the Company may:

- (a) indemnify a director, directly or indirectly (including by funding any expenditure incurred or to be incurred by the director), against any liability attaching to him, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company, and/or
- (b) purchase and maintain insurance for a director against any liability attaching to him or any expenditure he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company.

For the purposes of this article no person appointed or employed by the Company as an auditor is an officer of the Company.

RESTRICTIONS ON DIRECTORS' POWER

19. Notwithstanding any provision in these articles to the contrary, each of the following shall be deemed to be a variation of the rights attaching to the ordinary shares and accordingly shall occur and be effective only with the prior written consent of the holders of the ordinary shares (the "Shareholders"):
- (a) appointing any directors to the board of the Company;
 - (b) removing or causing the removal of any of the directors appointed by the Shareholders from the board of the Company (other than as permitted by section 168 of the Companies Act 2006);
 - (c) make any change to the nature of the Company's business;
 - (d) causing or permitting the Company to undertake any activity otherwise than in fulfilment of obligations arising from any contract in respect of the management and operation of a nuclear site in respect of which the Company holds nuclear site licences, made between the Company and the Authority (a "Nuclear Site Contract");
 - (e) causing or permitting the Company to use the Site (or part thereof) other than in fulfilment of its obligations under any Nuclear Site Contract in respect of that nuclear site;
 - (f) causing or permitting the Company to dispose, let or otherwise part with the possession of the whole or any part of the Site, business, undertaking or asset of the Company (including any asset subject to a finance or operating lease) nor purport to do any of the foregoing;

- (g) making any change to the Company's accounting reference date;
- (h) making any change to its accounting policies and procedures agreed pursuant to any Nuclear Site Contract save as required by UK GAAP (for so long as the Authority accounts under UK GAAP and thereafter the accounting standards adopted by the Authority) or any government reporting requirements including those specified in the Government Financial Reporting Manual (FReM) as maintained and issued by the UK government from time to time;
- (i) causing or permitting the Company to give any form of guarantee or other security;
- (j) causing or permitting the Company to create or permit to subsist any Security Interest over any assets of the Authority or give any guarantee or indemnity to or for the benefit of any person or otherwise assume liability or become obliged (actually or contingently) in respect of any obligation of any other person, in each case other than as permitted by any Nuclear Site Contract;
- (k) save for borrowings under an Approved Working Capital Facility, causing or permitting the Company to borrow (including intra group) or make any payment under any intra-group borrowings;
- (l) causing or permitting the Company to create or acquire any subsidiary or dispose of any shareholding in a subsidiary or make or have any investment in any other entity, except for the deposit of cash with a bank as approved by any Nuclear Site Contract;
- (m) causing or permitting the Company to commence any litigation or arbitration (other than in circumstances approved by the Shareholders);
- (n) save in respect of borrowings under an Approved Working Capital Facility, causing or permitting the Company to incur any liability or financial indebtedness except as permitted by any Nuclear Site Contract;
- (o) causing or permitting the Company to make any loan or grant any credit, or have or permit to subsist any loan or any credit, to any person (other than the deposit of cash with a financial institution or office of the Paymaster General as permitted by any Nuclear Site Contract);
- (p) causing or permitting the Company to enter into any finance or operating leases;

- (q) notwithstanding any activities permitted by any Nuclear Site Contract, causing or permitting the Company to enter into any customer or sub contract where a disproportionate element of liability, cost or benefit is likely to crystallise after the expiry of any parent body agreement entered into by the Authority and the Company;
- (r) causing or permitting the Company to make any payments to its Shareholders or to any affiliate of a Shareholder, other than as permitted by any Nuclear Site Contract;
- (s) causing or permitting the Company to undertake hedging activities (except in accordance with any strategy for hedging currency which is in use by the Company on the date of entry into any Nuclear Site Contract or any amendments thereto);
- (t) causing or permitting the Company to enter into any contract, agreement or arrangement the terms of which are not on arm's length terms or which gives rise to less value for money for the Company and/or the Authority than would have been the case were it not for any direct or indirect benefit or advantage which accrues to the Shareholders, any party with which the Company subcontracts or any of their respective affiliates;
- (u) causing or permitting the Company to make any change to or waive any rights under any working capital facilities approved by the Authority where such change or waiver is prejudicial to the interests of the Authority and/or outside the usual course of administering a working capital facility;
- (v) causing or permitting the Company to open any bank, building society or similar account; and
- (w) issuing any new shares in the Company.