

No. 563275

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
COSTAIN INTERNATIONAL LIMITED

Incorporated 23 March 1956

1 September 1993.



No. 563275



Certificate of Incorporation on Change of Name

I Hereby certify that

RICHARD COSTAIN (ARABIA LIMITED

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

COSTAIN INTERNATIONAL LIMITED

Given under my hand at London the 28th May 1974.

N. Taylor
Assistant Registrar of Companies

No. 563275



Certificate of Incorporation on Change of Name

WHEREAS DOLPHIN DEVELOPMENT (LUTON) LIMITED was incorporated as a limited company under the Companies Act, 1948, on the Twenty-third day of March, 1956.

AND WHEREAS by special resolution of the Company and with the approval of the Board of Trade it has changed its name.

NOW THEREFORE I hereby certify that the Company is a limited company incorporated under the name of RICHARD COSTAIN (ARABIA) LIMITED.

Given under my hand at London, this Twenty-sixth day of October, One thousand nine hundred and sixty.

A.J.C. MANN,
Assistant Registrar of Companies.

No. 563275



Certificate of Incorporation

I HEREBY CERTIFY, that DOLPHIN DEVELOPMENT (LUTON) LIMITED is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London, this twenty-third day of March,
One thousand nine hundred and fifty-six.

W.B. LANGFORD,
Registrar of Companies.

The Companies Act, 1948

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

COSTAIN INTERNATIONAL LIMITED

1. The name of the Company is "COSTAIN INTERNATIONAL LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are —
 - (A) To carry on business as builders and contractors for the execution of buildings and works of all kinds, to apply for, purchase or otherwise acquire contracts and commissions for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration or control of buildings and other works of all kinds, and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
 - (B) To act as managers, consultants, agents and advisers in relation to real and personal property of every description and projects of all kinds; to purchase or otherwise acquire any interest in any such property or project and to dispose of the same or turn the same to account in any way whatsoever; to act as brokers for manufacturers, merchants, buyers and others, and generally to undertake and carry out management and agency operations of every description.
 - (C) To purchase, take on lease or in exchange or otherwise acquire any lands, houses, buildings and property of all kinds and any estate or interest in or rights connected therewith, and to develop and turn to account the same, in any manner, and in particular by laying out and preparing the same for building purposes, construction, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants, purchasers, building societies, mortgagees and others.
 - (D) To construct, execute, carry out, equip, improve, develop, maintain, administrate, manage or control public works and conveniences of all kinds which in this Memorandum includes railways, tramways, roads, docks, harbours, piers,

wharves, pipelines, canals, resevoirs, waterworks, embankments, irrigations, reclamations, improvements, sewage, drainage, sanitary, water, oil, gas, electricity, telephonic, telegraphic, wireless and power supply works, hotels, clubs, restaurants, theatres, cinemas, stadia, baths, places of worship, places of amusement, pleasure grounds, parks, gardens, reading rooms, stores, shops, dairies and all other works and conveniences of public utility, and to contribute to or otherwise assist or take part in the construction, maintenance, development, working, control and management thereof.

- (E) To carry on in all their respective branches the business of manufacturers, merchants and dealers in masonry, bricks, tiles, slates, glass, pipes, pottery, eathenware and ceramic ware of all kinds, stone, sand, lime, timber, hardware and all other building requisites, steel and other metals of every description, decorators, shop-fitters, jobmasters, architects, surveyors, house agents, mortgage and insurance brokers, hoteliers, caterers, miners, metallurgists, quarry proprietors, engineers, farmers, graziers, hauliers, transport and cartage contractors, importers and exporters and general dealers, and to carry on in all their respective branches all or any of the businesses of estate and concession developers, investors and dealers in real and personal property of all kinds, forest proprietors, lessees or concessionaires in regard to afforestation, and to grow, search for, obtain, win, raise, make marketable, use, sell and dispose of timber, granite, coal, clay, lime, oil and all other substances and products, and to prepare and manufacture cement, paving blocks, tar, macadam, bituminous road materials and all or any other of the materials or things or things which the Company may require or which may be useful for the Company in carrying on any business of the Company.
- (F) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (G) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (H) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

- (I) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (J) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (K) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (L) * To stand surety for or to guarantee, support or secure the performance of all or any of the obligations or any person, firm or company whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by both such methods, and, in particular but without limiting the generality of the foregoing, to guarantee, support or secure whether by personal covenant or by any such mortgage, charge or lien or by both such methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium of and interest on any securities) of any company which is for the time being the Company's holding company (as defined by Section 736 of the Companies Act 1985) or another subsidiary (as defined by the said Section) of any such holding company or any other person or firm associated in any way with such holding company.
- (M) * To grant indemnities of every description and to undertake obligations of every description.

* inserted by Special Resolution dated 1 September 1993.

- (N) To make advances to customers and others with or without security, and upon such terms as the company may approve, and generally to act as bankers for customers and others.
- (O) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (P) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bill of exchange and other negotiable instruments.
- (Q) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (R) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (S) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (T) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities, of or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (U) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (V) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (W) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (X) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (Y) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (Z) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (AA) To do all such other things as are incidental or conducive to the above objects or any of them.

* It is hereby declared that where the context so admits the words "firm" or "company" in this Clause shall be deemed to include any partnership, association or other body of persons whether or not incorporated and, if incorporated, whether or not a company within the meaning of the Companies Act 1985, that the objects specified in each of the sub-clauses of this Clause shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed therein) by reference to or inference from the terms of any other sub-clause 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 defined the objects of a separate and distinct company, and that where there are references in this Clause to matters of opinion such matters are to be determined by the sole Director or by the Directors or by any person to whom any such power of decision has been delegated by the sole Director or the Directors in accordance with the Articles of Association 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. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

* inserted by Special Resolution dated 1 September 1993.

N.B. By Resolution passed on 18 July 1973 the capital of the Company was increased to £1,000 by the creation of 900 Ordinary Shares of £1 each forming a single class with the existing 100 Ordinary Shares of £1 each.

By Resolution passed on 6 November 1974 the capital of the Company was increased to £1,800,100 by the creation of 1,799,100 Ordinary Shares of £1 each ranking pari passu with the existing 1,000 Ordinary Shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
WILLIAM ERIC ADAMS, Mill House, Harlow, Essex, Solicitor.	One
ERIC GROSVENOR LEWIS, 506 Collingwood House, Dolphin Square, London, S.W.1. Chartered Surveyor.	One

Dated this 14th day of March 1956.

Witness to the above Signatures —

EDWARD J. VICKERS,
 21 Devonshire Street,
 London, W.1,
 Solicitor.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
(Adopted by Special Resolution passed on 25th May 1990)
OF
COSTAIN INTERNATIONAL LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Table A in accordance with Section 8 of the Companies Act 1985 (hereafter referred to as "Table A") shall apply to the Company.
2. Regulations 61, 73-78, 80, 81(e), 101 and 118 of Table A shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

LIEN

3. In Regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

4. In Regulation 24 of Table A the words "which is not fully paid" shall be omitted.

DISQUALIFICATION OF DIRECTORS

5. In addition to Regulations 81(a) to (d) of Table A, the office of a Director shall be vacated if, by notice in writing signed by a majority of the other Directors, he is called upon to resign the office of Director.

APPOINTMENT OF DIRECTORS

6. The second sentence of Regulation 79 shall not apply to the Company.
7. In addition and without prejudice to the provisions of Sections 303 and 304 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead.

SEAL

8. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director or member of such committee and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

INDEMNITY

9. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

ASSOCIATE DIRECTORS

10. The Directors shall have power from time to time by resolution to appoint any one or more persons to the office of associate director of the Company and the following provisions with regard to any such appointment or appointments shall have effect:

- (i) The appointment, tenure of office, remuneration (if any) and scope of duties of an associate director shall be determined from time to time by the Directors with full power to make such arrangements as they think fit including the power to give an associate director such title or description consistent with the spirit of this article 10 as the Directors shall decide; and the Directors shall have the right to enter into any contracts on behalf of the Company or transact any business of any description without the knowledge or approval of an associate director, except that no act shall be done that would impose any personal liability on any associate director except with his full knowledge and consent.
- (ii) The Directors may also from time to time remove any associate director from office and if they so decide appoint another in his place, but any such removal shall take effect without prejudice to the rights of either party under any agreement between the associate director and the Company.
- (iii) The appointment of a person to be an associate director may be in place of or in addition to his employment by the Company in any other capacity but unless otherwise expressly agreed between him and the Company the appointment as associate director shall not affect the terms and conditions of his employment by the Company in any other capacity whether as regards duties, remuneration, pension or otherwise. The office as an associate director shall be vacated if he becomes of unsound mind or bankrupt or makes any arrangement or composition with his creditors generally, or becomes prohibited from being concerned or taking part in the management of the Company by reason of any order made under Sections 295-299 Companies Act 1985, or if he resigns his office or is removed from office by a resolution of the board.
- (iv) An associate director shall not be or be deemed to be a Director of the Company within the meaning of the word as used in Companies Act 1985 or these Articles and no associate director shall be entitled to attend or be present at any meetings of the board or of any committee of Directors unless the Directors shall require him to be in attendance.
- (v) An associate director shall attend meetings of the Directors and of any committee of the Directors whenever called upon to do so and shall at all times be ready to give the Directors the benefit of his knowledge, experience and advice.