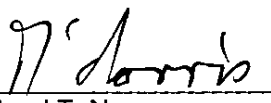


Jacobs LES Limited (the "Company")
(Company Number 0172855)

Special Resolution circulated to the sole shareholder of the Company on 12 October 2015 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, I, the undersigned, confirm that the directors of the Company propose that the following resolutions are passed as special resolutions

Please read the notes on page 3 of this document before indicating your agreement to the Resolution



Michael T. Norris
Company Secretary
For and on behalf of Jacobs LES Limited
By order of the Board

Registered Office 1180 Eskdale Road
Winnersh
Wokingham
RG41 5TU

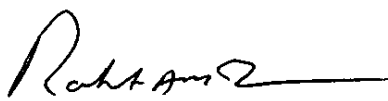


Special Resolution

- 1 THAT it be noted that the Company is to change its name to Jacobs Field Services Limited (the "Name Change") and that the Name Change be approved,
- 2 THAT the Articles of Association and Memorandum of Association be amended to reflect the Name Change, and
- 3 THAT the Company Secretary of the Company be instructed to file the updated Memorandum of Association with Companies House together with a copy of this Resolution

AGREEMENT

The undersigned, being the sole person entitled to vote on the Resolution on the Circulation Date (being the sole registered holder of all 561,999 issued ordinary shares of £1 00 each in the capital of the Company on that date), hereby irrevocable agrees to the Resolution



Bob Irvin

Director for Jacobs UK Limited

Duly authorised for and on behalf of Jacobs UK Limited on 20th October 2015



NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company
- 2 If you are indicating agreement to the Resolution on behalf of a company or person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority with your indication of agreement
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 When agreement to the Resolution has been received from members representing more than 50% of the total voting rights it will be deemed passed Unless within 28 days beginning with the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse If you do not agree to the Resolution, you do not need to do anything, you will not be deemed to agree if you fail to reply
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members

COMPANIES ACT 1985 TO 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Jacobs Field Services Limited

(adopted by special resolution passed on 19 July 2010
and as altered by special resolution passed on 20 October
2015 to reflect the name change)

PRELIMINARY

Table A

1 The regulations in Table A in the schedule to the Companies (Table A to F) Regulations 1985 as amended before the date of adoption of these articles (**Table A**) apply to the company except to the extent that they are excluded or modified by these articles

Table A
exclusions

2 The following parts of Table A do not apply to the company

- a) In regulation 1, the final paragraph and the definitions of ***the articles, communication, electronic communication, executed*** and ***the seal***;
- b) regulation 24,
- c) regulation 53,
- d) regulations 60 and 61,
- e) regulation 62,
- f) regulation 63,
- g) regulation 64,
- h) regulations 65, 67 and 68,
- i) regulation 72,
- j) regulations 73 to 80 inclusive,
- k) regulations 88, 89 and 90,
- l) regulation 93,
- m) regulations 94 to 98 inclusive,
- n) regulation 101,
- o) regulations 111, 112, 113, 115 and 116

3 In these articles

- a) The “**Act**” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force,
- b) **address**, in relation to electronic communications, includes any number or address used for the purposes of such communications,
- c) **articles** means these articles of association incorporating Table A (as applicable to the company), as altered from time to time by special resolution,
- d) **auditors** means the auditors of the company,
- e) **director** means a director of the company and **the directors** means the directors or any of them acting as the board of directors of the company,
- f) **dividend** means dividend or bonus,
- g) references to a **document** include, unless the context otherwise requires, references to an electronic communication,
- h) **electronic communication** means, unless the contrary is stated, an electronic communication (as defined in the Electronic Communications Act 2000) comprising writing
- i) **electronic signature** has the meaning given by section 7(2) of the Electronic Communications Act 2000,
- j) references to a document being **executed** include references to its being executed under hand or under seal or, in the case of an electronic communication, by electronic signature,
- k) references to an **instrument** mean, unless the contrary is stated, a written document having tangible form and not comprised in an electronic communication (as defined in the Act),
- l) **paid** means paid or credited as paid,
- m) **seal** means the common seal of the company and includes any official seal kept by the company by virtue of section 39 or 40 of the Act,
- n) references to a notice or other document being **sent** or **given** to or by a person mean such notice or other document, or a copy of such notice or other document, being sent, given, delivered, issued or made available to or by, or served on or by, that person by any method authorised by these articles, and **sending** and **giving** shall be construed accordingly,
- o) references to **writing** mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether comprised in an electronic communication (as defined in the Act) or otherwise, and **written** shall be construed accordingly,
- p) words denoting the singular number include the plural number and vice versa, words denoting the masculine gender include the feminine gender and words denoting persons include corporations,
- q) words or expressions contained in these articles which are not defined in these articles but are defined in the Act have the same meaning as in the Act (but excluding any modification of the Act not in force at the date of adoption of these Articles) unless inconsistent with the subject or context
- r) subject to paragraph (p), references to any provision of any enactment or of

any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force,

- s) headings and marginal notes are inserted for convenience only and do not affect the construction of these articles,
- t) powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them,
- u) the word **directors** in the context of the exercise of any power contained in these articles includes any committee consisting of one or more directors, any director holding executive office and any local or divisional directors, manager or agent of the company to which or, as the case may be, to whom the power in question has been delegated,
- v) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation, and
- w) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these articles or under another delegation of the power

Single member

4 If at any time and for so long as the company has a single member, all the provisions of these articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company with a single member

SHARE CAPITAL

Shares with special rights

5 Regulation 2 of Table A is amended by the addition at the end of the regulation of the words "or, subject to and in default of such determination, as the directors shall determine"

Section 80 authority

6 In place of all authorities in existence at the date of adoption of these articles, the directors are hereby generally and unconditionally authorised pursuant to section 80 of the Act to allot relevant securities (within the meaning of section 80) up to an aggregate nominal amount equal to the authorised share capital of the company at the date of adoption of these articles for a period expiring (unless previously renewed, varied or revoked by the company in general meeting) five years after the date of adoption of these articles

Section 89 exclusion

7 The pre-emption provisions in section 89(1) of the Act and the provisions of sub-sections 90(1) to 90(6) inclusive of the Act shall not apply to any allotment of the company's equity securities

Allotment after expiry

8 Before the expiry of the authority granted by article 6 the company may make an offer or agreement which would or might require relevant securities to be allotted after that expiry and the directors may allot relevant securities in pursuance of that offer or agreement as if that authority had not expired

Residual allotment powers

9 Subject to the provisions of articles 6, 7 and 8, regulation 3 of Table A, the provisions of the Act and to any resolution of the company in general meeting passed pursuant to those provisions

- a) All unissued shares for the time being in the capital of the company (whether forming part of the original or any increased share capital) shall be at the disposal of the directors, and
- b) The directors may allot (with or without conferring a right of renunciation), grant options over, or otherwise dispose of them to such persons on such terms and conditions and at such times as they think fit

SHARE CERTIFICATES

Execution of certificates

10 In the second sentence of regulation 6 of Table A, the words "sealed with the seal" are deleted and replaced by the words "executed under the seal or otherwise in accordance with the Act or in such other manner as the directors may approve"

TRANSFER OF SHARES

Registration of transfer

11 No transfer of any share may be registered without the approval of a member or members holding a majority in nominal value of the issued shares for the time being conferring the right to vote at general meetings of the company and the directors shall be bound to approve a transfer which has such approval

TRANSMISSION OF SHARES

Share transfer on death of a member

12 There shall be inserted at the end of Regulation 31 in Table A the following proviso, namely, "provided always that the directors may at any time give notice requiring any such person to elect either to become or to have another person registered as the holder of the share and if the requirements of the notice are not complied with within ninety days the directors may thereafter withhold payment of all dividends, bonuses or moneys payable in respect of the share until the requirements of the notice have been complied with"

GENERAL MEETINGS

13 Regulation 36 of Table A is amended by the deletion of "other than annual general meetings" and "extraordinary"

14 Regulation 37 of Table A is amended by replacing "an extraordinary" with "a"

Period of Notice

15 Regulation 38 of Table A is deleted and replaced by the following, "A general meeting called for the passing of a special resolution shall be called by at least twenty-one clear days' notice. All other general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right or such other majority as has been decided on by elective resolution of the members under the Act. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the auditors."

To whom must notice be given

16 Notices of general meetings need not be given to directors and regulation 38 of Table A is amended accordingly

Effectiveness of special and extraordinary resolutions

17 Where for any purpose an ordinary resolution of the company is required, a special or extraordinary resolution shall also be effective. Where for any purpose an extraordinary resolution is required a special resolution shall also be effective

Removal of chairman's casting vote

18 Regulation 50 of Table A is amended by replacing "chairman shall be entitled to a casting vote in addition to any other vote he may have" with "resolution shall be deemed not to have been passed"

Resolution in writing

19 A resolution in writing executed by or on behalf of each member who would have been entitled to vote on it if it had been proposed at a general meeting at which he was present shall be as effective as if it had been passed at a general meeting properly convened and held. Such a resolution shall be by means of an instrument or contained in an electronic communication sent to such address (if any) for the time being notified by or on behalf of the company for that purpose and may consist of several instruments or several electronic communications, each executed in such manner as the directors may approve by or on behalf of one or more of the members, or a combination of both

VOTES OF MEMBERS

Appointment of proxy execution

The appointment of a proxy, whether by means of an instrument or contained in an electronic communication, shall be executed in such manner as the directors may approve. Subject thereto, the appointment of a proxy shall be executed by the appointor or his attorney or, if the appointor is a corporation, executed by a duly authorised officer, attorney or other authorised person or under its common seal. For the purposes of this article and articles 17, 18 and 19, an electronic communication which contains a proxy appointment need not comprise writing if the directors so determine and, in such a case, if the directors so determine, the

Form of proxy

appointment need not be executed but shall instead be subject to such conditions as the directors may approve

20 The appointment of a proxy shall be in any usual form or in any other form which the directors may approve. Subject thereto, the appointment of a proxy may be

- a) by means of an instrument, or
- b) contained in an electronic communication sent to such address (if any) for the time being notified by or on behalf of the company for that purpose, provided that the electronic communication is received in accordance with article 18 before the time appointed for holding the meeting or adjourned meeting or, where a poll is taken more than 48 hours after it is demanded, after the poll has been demanded and before the time appointed for the taking of the poll

The directors may, if they think fit, but subject to the provisions of the Act, at the company's expense send forms of proxy for use at the meeting and issue invitations contained in electronic communications to appoint a proxy in relation to the meeting in such form as may be approved by the directors. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned. A member may appoint more than one proxy to attend on the same occasion

**Delivery/
receipt of proxy
appointment**

21 The appointment of a proxy shall

- a) in the case of an instrument, be delivered personally or by post to the registered office or such other place within the United Kingdom as may be specified by or on behalf of the company for that purpose
 - i in the notice convening the meeting, or
 - ii in any form of proxy sent by or on behalf of the company in relation to the meeting,

before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or

- b) in the case of an appointment contained in an electronic communication, where an address has been specified by or on behalf of the company for the purpose of receiving electronic communications
 - i in the notice convening the meeting, or
 - ii in any form of proxy sent by or on behalf of the company in relation to the meeting, or
 - iii in any invitation contained in an electronic communication to appoint a proxy issued by or on behalf of the company in relation to the meeting

be received at that address before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or

- c) in either case, where a poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid after the poll has been demanded and before the time appointed for the taking of the poll, or
- d) in the case only of an instrument, where the poll is not taken forthwith but is

taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director,

and any proxy appointment which is not delivered or received in a matter so permitted shall be invalid

**Receipt of
authority**

22 Any power of attorney or other written authority under which a proxy appointment is executed or an office or notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of such power or written authority shall be

- a) delivered personally or by post to the registered office, or to such other place within the United Kingdom as may be specified by or on behalf of the company in accordance with article 18(a), before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or
- b) where a poll is taken more than 48 hours after it is demanded, be delivered as aforesaid after the poll has been demanded and before the time appointed for taking the poll, or
- c) in the case only of a proxy appointment by means of an instrument, where a poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director together with the proxy appointment to which it relates

**Revocation of
authority**

23 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding the poll unless notice of the determination was delivered or received as mentioned in the following sentence before the start of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll. Such notice of determination shall be either by means of an instrument delivered to the office or such other place within the United Kingdom as may be specified by or on behalf of the company in accordance with article 18(a) or contained in an electronic communication at the address (if any) specified by the company in accordance with article 18(b), regardless of whether any relevant proxy appointment was effected by means of an instrument or contained in an electronic communication. For the purpose of this Article, an electronic communication which contains such notice of determination need not comprise writing if the directors have determined that the electronic communication which contains the relevant proxy appointment need not comprise writing.

Rights of proxy

24 A proxy appointment shall be deemed to include the right to demand, or join in demanding, a poll but shall not confer any further right to speak at a meeting, except with the permission of the chairman. The proxy appointment shall also be deemed to confer authority to vote on any amendment of a resolution put to the meeting or which it is given as the proxy thinks fit. The proxy appointment shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates.

NUMBER OF DIRECTORS

Number of directors

25 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be not less than one but shall not be subject to any maximum in number. A sole director may exercise all the powers and discretions expressed by these articles to be vested in the directors generally.

ALTERNATE DIRECTORS

Power to appoint alternates

26 A director (other than an alternate director) may appoint any person willing to act, whether or not he is a director, to be an alternate director and may remove from office an alternate director so appointed by him.

Alternate representing more than one director

27 A director or any other person may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the directors or any committee of the directors to one vote for every director whom he represents (and who is not present) in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.

Expenses and remuneration of alternates

28 An alternate director may be repaid by the company such expenses as might properly have been repaid to him if he had been a director but shall not be entitled to receive any remuneration from the company in respect of his services as an alternate director except such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the company from time to time direct. An alternate director shall be entitled to be indemnified by the company to the same extent as if he were a director.

Termination of appointment

29 An alternate director shall cease to be an alternate director

- a) if his appointor ceases to be a director, or
- b) if his appointor revokes his appointment pursuant to article 23, or
- c) in the happening of any event which, if he were a director, would cause him to vacate his office as director, or
- d) if he resigns his office by notice to the company.

Method of appointment and revocation

30 Any appointment or removal of an alternate director shall be by notice to the company executed by the director making or revoking the appointment and shall take effect in accordance with the terms of the notice on receipt of such notice by the company which shall

- a) in the case of a notice contained in an instrument, be delivered personally to the secretary or a director other than the director making or revoking the appointment, or
- b) in the case of a notice contained in an instrument, be at the registered office or at another address designated by the directors for the purpose, or
- c) in the case of a notice contained in an electronic communication, be at such address (if any) as may for the time being be notified by or on behalf of the company for that purpose.

POWERS OF DIRECTORS

Exercise by
company of
voting rights

31 The directors may exercise the voting power conferred by the shares in any body corporate held or owned by the company in such manner in all respects as they think fit (including without limitation the exercise of that power in favour of any resolution appointing its members or any of them directors of such body corporate, or voting or providing for the payment of remuneration to the directors of such body corporate)

DELEGATION OF DIRECTORS' POWERS

Committees of the
directors

32 The directors may delegate any of their powers to any committee consisting of one or more directors. The directors may also delegate to any director holding any executive office such of their powers as the directors consider desirable to be exercised by him. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate all or any of the powers delegated to one or more directors (whether or not acting as a committee) or to any employee or agent of the company. Any such delegation may be made subject to such conditions as the directors may specify, and may be revoked or altered. The directors may co-opt persons other than directors on to any such committee. Such co-opted persons may enjoy voting rights in the committee. The co-opted members shall be less than one-half of the total membership of the committee and a resolution of any committee shall be effective only if a majority of the members present are directors. Subject to any conditions imposed by the directors, the proceedings of a committee with two or more members shall be governed by these articles regulating the proceedings of directors so far as they are capable of applying.

Offices including
the title "director"

33 The directors may appoint any person to any office or employment having a designation or title including the word "director" or attach such a designation or title to any existing office or employment with the company and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the company, and the holder shall not thereby be empowered in any respect to act as, or be deemed to be, a director of the company for any of the purposes of these articles.

APPOINTMENT AND REMOVAL OF DIRECTORS

Appointment and
removal by
majority
shareholder

34 The holder or holders of more than half in nominal value of the shares giving the right to attend and vote at a general meeting of the company (the **Appointor**) may at any time and from time to time appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and remove any director from office. Any appointment or removal of a director under this article shall be by notice to the company executed by or on behalf of the appointor and shall take effect in accordance with the terms of the notice on receipt of such notice by the company which shall,

- a) in the case of a notice contained in an instrument, be delivered personally to the secretary or to a director other than the director being appointed or removed, or
- b) in the case of a notice contained in an instrument, be at the office or at another address designated by the directors for that purpose, or

- c) if contained in an electronic communication, be at such address (if any) as may for the time being be notified by or on behalf of the company for that purpose

**Appointment by
the directors**

35 The directors shall also have power to appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing directors, subject to any maximum for the time being in force, and any director so appointed shall hold office until he is removed in accordance with article 31 or under regulation 81 of Table A (as amended by these articles)

**Retirement by
rotation**

36 The directors shall not be subject to retirement by rotation and all references in Table A (other than in regulations 73 to 80 which are excluded) to retirement by rotation are modified accordingly

DISQUALIFICATION OF DIRECTORS

**Disqualification
as a director**

37 Regulation 81 of Table A is amended by adding after the word "company" paragraph (d) the following words "provided that such action shall be without prejudice to the terms of and to any rights of the company under any contract between the director and the company"

38 Regulation 81 of Table A is amended by the deletion of paragraph (e)

39 Regulation 81 of Table A is amended by adding before the final full stop the following words

" , or

f) he is removed in accordance with Regulation 31, or

g) he is requested to resign in writing by not less than three quarters of the other directors In calculating the number of directors who are required to make such a request to the director, (i) an alternate director appointed by him acting in his capacity as such shall be excluded, and (ii) a director and any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose, so that the signature of either shall be sufficient"

REMUNERATION OF DIRECTORS

**Payment of
Directors**

40 The following sentence shall be added at the end of Regulation 82 in Table A, "Any director who serves on any committee, or who devotes special attention to the business of the company, or who otherwise performs services which in the opinion of the directors are in addition to or outside the scope of ordinary duties of a director (which services shall include, without limitation, visiting or residing abroad in connection with the company's affairs), may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the directors may determine"

DIRECTORS' APPOINTMENTS AND INTERESTS

**Directors may
contract with the
company**

41 Regulation 84 of Table A is amended by replacing in the last sentence "not be subject to retirement by rotation" with "shall be subject to the same provisions as to resignation and removal as other directors of the company"

42 Regulation 85 of Table A is amended by deleting the words "Subject to the provisions of the Act, and" at the start of the first paragraph

BENEFITS AND INSURANCE

Insurance

43 Without prejudice to the provisions of regulation 118 of Table A, the directors may exercise all the powers of the company to purchase and maintain insurance for or for the benefit of any person who is or was

- a) a director, other officer, employee or auditor of the company, or any body which is or was the holding company or subsidiary undertaking of the company, or in which the company or such holding company or subsidiary undertaking has or had any interest (whether direct or indirect) or with which the company or such holding company or subsidiary undertaking is or was in any way allied or associated, or
- b) a trustee of any pension fund in which employees of the company or any other body referred to in article 36(a) is or has been interested

Including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund

Directors not liable to account

44 Without prejudice to the generality of regulation 85 of Table A, no director or former director shall be accountable to the company or the members for any benefit provided pursuant to regulation 87 of Table A or article 36. The receipt of any such benefit shall not disqualify any person from being or becoming a director of the company

Section 719 of the Act

45 Pursuant to section 719 of the Act, the directors are hereby authorised to make such provision as may seem appropriate for the benefit of any persons employed or formerly employed by the company or any of its subsidiary undertakings in connection with the cessation or the transfer of the whole or part of the undertaking of the company or any subsidiary undertaking. Any such provision shall be made by a resolution of the directors in accordance with section 719

PROCEEDINGS OF DIRECTORS

Convening meetings

46 Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit. Either a director or the secretary may call a meeting of the directors. Notice of a meeting of the directors shall be deemed to be properly sent to a director if it is sent to him personally or by word of mouth, or sent by instrument to him at his last known address or such other address (if any) as may for the time being be notified by him or on his behalf to the company for that purpose, or sent using electronic communications to such address (if any) as may for the time being be notified by him or on his behalf to the company for that purpose. A director absent or intending to be absent from the United Kingdom may request the directors that notices of directors' meetings shall during his absence be sent by instrument to him at such address (if any) as may for the time being be notified by him or on his behalf to the company for that purpose, or sent using electronic communications to such address (if any) as may for the time being be notified by him or on his behalf to the company for that

purpose, but such notices need not be sent any earlier than notices sent to directors not so absent and, if no such request is made to the directors, it shall not be necessary to give notice of a directors' meeting to any director who is for the time being absent from the United Kingdom. Any director may waive notice of a meeting and any such waiver may be retrospective. Any electronic communication pursuant to this article need not comprise writing if the directors so determine.

Voting

47 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the resolution shall be deemed not to have been passed.

Quorum

48 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two, except when there is only one director. If there is only one director, he may exercise all the powers and discretions conferred on directors by these articles. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. Any director who ceases to be a director at a directors' meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the directors' meeting if no director objects.

**Meetings by
telephone, etc**

49 Without prejudice to the first sentence of article 39, a person entitled to be present at a meeting of the directors or of a committee of the directors shall be deemed to be present for all purposes if he is able (directly or by telephonic communication) to speak to and be heard by all those present or deemed to be present simultaneously. A director so deemed to be present shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where it is convened to be held or (if no director is present in that place) where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is. The word **meeting** in these articles shall be construed accordingly.

**Resolutions in
writing**

50 A resolution in writing executed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. For this purpose

- a) a resolution may be by means of an instrument or contained in an electronic communication sent to such address (if any) for the time being notified by the company for that purpose,
- b) a resolution may consist of several instruments or several electronic communications, each executed by one or more directors, or a combination of both,
- c) a resolution executed by an alternate director need not also be executed by his appointor, and
- d) a resolution executed by a director who has appointed an alternate director need not also be executed by the alternate director in that capacity.

**Directors' power
to vote on
contracts in
which they are
interested**

51 Without prejudice to his obligations of disclosure under the Act and these articles, a director may vote at any meeting of the directors or of a committee of the directors on, and be counted in the quorum present at a meeting in relation to, any resolution concerning a transaction or arrangement with the company or in which the company is interested, or concerning any other matter in which the

company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the company

THE SEAL, DEEDS AND CERTIFICATION

**Authority required
for execution of
deed**

52 Any document may be executed under seal provided it is accompanied by the signature of at least one director and the secretary or by at least two directors or by the signature of at least one director in the presence of a witness who attests the director's signature. Any document may be executed under the seal by impressing the seal by mechanical means or by printing the seal or a facsimile of it on the document or by applying the seal or a facsimile of it by any other means to the document. A document signed by a director and the secretary or by two directors or by the signature of at least one director in the presence of a witness who attests the director's signature and that is expressed (in whatever form of words) to be executed by the company has the same effect as if executed under seal. For the purpose of the preceding sentence only, "secretary" shall have the same meaning as in the Act and not the meaning given to it by regulation 1 of Table A

**Official seal for
use abroad**

53 The company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad

Certified copies

54 Any director or the secretary or any person appointed by the directors for the purpose shall have power to authenticate and certify as true copies of and extracts from

- a) any documents affecting the constitution of the company, whether in physical form or electronic form,
- b) any resolution passed by the company, the holders of any class of shares in the capital of the company, the directors or any committee of the directors, whether in physical form or electronic form, and
- c) any book, record and document relating to the business of the company, whether in physical form or electronic form (including, without limitation, the accounts)

If certified in this way, a document purporting to be a copy of a resolution, or the minutes of or an extract from the minutes of a meeting of the company, the holders of any class of shares in the capital of the company, the directors or a committee of the directors, whether in physical form or electronic form, shall be conclusive evidence in favour of all persons dealing with the company in reliance on it or them that the resolution was duly passed or that the minutes are, or the extract from the minutes is, a true and accurate record of proceedings at a duly constituted meeting

RECORD DATES

**Record dates
for dividends
etc**

55 Notwithstanding any other provision of these articles, the company or the directors may fix any date as the record date for any dividend, distribution, allotment or issue, which may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made

NOTICES

Form of notice	56 Any notice to be sent to or by any person pursuant to these articles (other than a notice calling a meeting of the directors) shall be contained in writing Any such notice may be sent using electronic communications to such address (if any) for the time being notified for that purpose to the person sending the notice by or on behalf of the person to whom the notice is sent
Method of giving notice to member	57 The company shall send any notice or other document pursuant to these articles to a member by whichever of the following methods it may in its absolute discretion determine <ul style="list-style-type: none"> a) personally, or b) by posting the notice or other document in a prepaid envelope addressed, in the case of a member, to his registered address, or in any other case, to the person's usual address, or c) by leaving the notice or other document at that address, or d) by sending the notice or other document using electronic communications to such address (if any) for the time being notified to the company by or on behalf of the member for that purpose, or e) by any other method approved by the directors
Methods of member etc sending notice	58 Unless otherwise provided by these articles, a member or a person entitled to a share in consequence of the death or bankruptcy of a member shall send any notice or other document pursuant to these articles to the company by whichever of the following methods he may in his absolute discretion determine <ul style="list-style-type: none"> a) by posting the notice or other document in a prepaid envelope addressed to the registered office, or b) by leaving the notice or other document at the registered office, or c) by sending the notice or other document using electronic communications to such address (if any) for the time being notified by or on behalf of the company for that purpose
Deemed receipt of notice	59 A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the capital of the company shall be deemed to have been sent notice of the meeting and, where requisite, of the purposes for which it was called
Terms and conditions for electronic communications	60 The directors may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic communications for the sending of notices, other documents and proxy appointments by the company to members or persons entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law and by members or such persons entitled by transmission to the company
Notice to joint holders	61 In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the register in respect of the joint holding Any notice or other document so sent shall be deemed for all purposes sent to all the joint holders
Registered address outside UK	62 A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which a

notice or other document may be sent to him by instrument or an address to which a notice or other document may be sent using electronic communications shall (provided that, in the case of electronic communications, the company so agrees) be entitled to have notices or other documents sent to him at that address but otherwise

- a) no such member shall be entitled to receive any notice or other document from the company, and
- b) without prejudice to the generality of the foregoing, any notice of a general meeting of the company which is in fact sent or purports to be sent to such member shall be ignored for the purpose of determining the validity of such proceedings at such general meeting

**Proof of
sending/when
notices etc
deemed sent**

63 Proof that an envelope containing a notice or other document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or document was sent Proof that a notice or other document contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators current at the date of adoption of these articles or, if the directors so resolve, any subsequent guidance so issued, shall be conclusive evidence that the notice or document was sent A notice or other document sent by post shall be deemed sent

- a) if sent by first class post or special delivery post from an address in the United Kingdom to another address in the United Kingdom, or by a postal service similar to first class post or special delivery post from an address in another country to another address in that other country, on the day following that on which the envelope containing it was posted,
- b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, or from an address in another country to an address outside that country (including without limitation an address in the United Kingdom), on the third day following that on which the envelope containing it was posted,
- c) in any other case, on the second day following that on which the envelope containing it was posted

**When notices etc
deemed sent by
electronic
communication**

64 A notice or other document sent by the company to a member contained in an electronic communication shall be deemed sent to the member on the day following that on which the electronic communication was sent to the member Such a notice or other document shall be deemed sent by the company to the member on that day notwithstanding that the company becomes aware that the member has failed to receive the relevant notice or other document for any reason and notwithstanding that the company subsequently sends a copy of such notice or other document by post to the member

**Notice to persons
entitled by
transmission**

65 A notice or other document may be sent by the company to the person or persons entitled to a share in consequence of the death or bankruptcy of a member or by sending it in any manner the company may choose authorised by these articles for the sending of a notice or other document to a member, addressed to them by name, or by the title of representative of the deceased, or trustee of the bankrupt or by any similar description at the address (if any) within the United Kingdom as may be supplied for that purpose by or on behalf of the person or persons claiming to be so entitled Until such an address has been

supplied, a notice or other document may be sent in any manner in which it might have been sent if the death or bankruptcy had not occurred

INDEMNITY

66 Subject to the provisions of the Companies Acts (as defined in Section 2 of the Companies Act 2006), but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him (be it past, present or future) for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that he was acting in good faith and in the best interests of the Company and that this Article shall be deemed not to provide for, or entitle any such person, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Companies Act 2006 or otherwise under the Companies Acts

1172655

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

JACOBS FIELD SERVICES LIMITED

(as altered by special resolutions dated 15 January 2009 and 20 October 2015 to reflect the name changes)

- 1 The name of the Company is Jacobs Field Services Limited
- 2 The Registered Office of the Company will be situated in England
- 3 The objects for which the Company is established are -
 - (a)
 - (1) To carry on business as ironmasters, iron founders, iron workers, steelmakers, blast furnace proprietors, brassfounders and metal makers, refiners and workers generally, shipbuilders and shipwrights, dock and wharf proprietors, colliery proprietors, ore importers and workers, sand-blast workers, mechanical engineers, motor engineers, electrical engineers, oil fuel engineers, constructional engineers, marine engineers, civil engineers, consulting engineers, millwrights, wheelwrights, cement and asbestos manufacturers, wood and timber merchants, joiners, woodworkers, manufacturing chemists, quarry owners, brick and tile manufacturers, galvanizers, machinists, japanners, annealers, welders, enamellers, electro and chromium platers, polishers, painters, warehousemen, storage contractors, garage proprietors, and oil merchants, and contractors generally
 - (2) To carry on business as manufacturers and repairers of, and dealers in, forgings, castings, guns, projectiles, plates, boilers, engines, stoves, screws, nails, sewing machines, machinery presses, implements, gears, tools, motor cars, motor lorries, omnibuses, coaches, tramcars, locomotives, railway carriages and trucks and other vehicles, aeroplanes, seaplanes, airships and other aircraft, ironmongery and hardware, and wireless goods
 - (3) To act as engineers, agents and merchants and generally to undertake and execute agencies and commissions of all kinds

- (b) To carry on any other business of any description which in the opinion of the directors may be capable of being conveniently or advantageously carried on in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (c) To purchase sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.
- (d) 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 business or property so purchased or acquired.
- (e) To acquire in such manner and upon such terms as the Company shall think fit, secret processes, inventions, patents, copyrights, designs or trade marks or any interest therein, the acquisition of which shall seem beneficial to the Company, and to grant rights thereout.
- (f) To enter into partnership or amalgamate with any person or body for the purpose of carrying on any business or transaction within the objects of the Company, and to enter into such arrangements for co-operation, sharing profits, losses, mutual assistance, or other working arrangements as may seem desirable.
- (g) To manage develop, sell, lease, mortgage, grant licences or rights of, in, or over or otherwise turn to account or in any other manner deal with or dispose of the undertaking and all or any of the property or assets of the Company with power to accept shares, debentures or securities of, or interests in, any other company.
- (h) To lend money to such persons, upon such terms and with or without security and subject to such conditions as may seem desirable.
- (i) To invest, lend, or otherwise deal with unemployed moneys, in such manner, and upon such terms, as may be thought fit, and to vary investments.
- (j) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such means, the performance of, the obligations of and the repayment or payment of the principal amounts and of any premiums,

interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company as defined by section 154 of the Companies Act 1948 or another subsidiary as defined by the said section of the Company's holding company or otherwise associated with the Company in business.

- (k) To borrow or raise money in such manner as the Company shall think fit, and in particular, 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 draw, accept, endorse, issue, or execute promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.
- (m) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in or obligations of any other company or corporation.
- (n) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (o) To remunerate employees of the Company out of or in proportion to the profits of the Company or otherwise as the Company shall think fit; and to promote and give effect to any scheme or arrangement for sharing profits with employees, whether involving the issue of shares or not.
- (p) To pay the costs and expenses of or incidental to the promotion and establishment of the Company, or to contract for the payment of the same in whole or in part by others.
- (q) To promote any company to acquire the whole or any part of the assets or liabilities of this Company, or for any other purpose which may seem desirable in the interests of this Company, and to subscribe, acquire, underwrite, or place, or assist in so doing, the whole or part of the shares or securities of such company.
- (r) To remunerate the directors of the Company in any manner the Company may think fit and to pay gratuities or pensions or allowances on retirement to any directors who have held any other salaried office or place of profit with the Company or to their widows or dependants and to make contributions to any fund and to pay premiums for the purchase or provision of any such gratuity, pension or allowance and to promote or assist financially, whether by way of contributions, donations, the payment of premiums or otherwise, any fund or scheme for the benefit, wholly or in part, of directors, ex-directors, or employees, or

ex-employees, of the Company, or their dependants or relatives, or for charitable purposes generally.

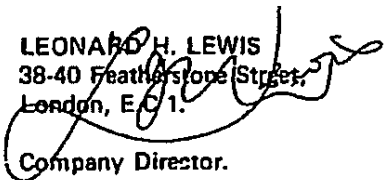




- (s) To aid, financially or otherwise, any association or body having for an object the promotion of trade or industry.
- (t) To act as or through trustees, agents, secretaries, managers, brokers or sub-contractors, and to perform the duties of any office undertaken by the Company.
- (u) To procure the Company to be registered or recognised in any overseas country or place, and to exercise any of the objects or powers aforesaid in any part of the world.
- (v) To distribute any property of the Company in specie among the members.
- (w) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses shall be construed independently of each other and the objects therein mentioned shall be neither limited nor restricted by reference to or inference from any other sub-clause or the name of the Company and neither shall they or any of them be deemed to be merely subsidiary to the objects contained in any other sub-clause.

4. The liability of the Members is limited.

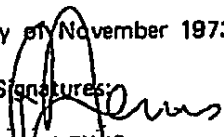
5. The share capital of the Company is £10,000 divided into Ten Thousand shares of One pound each. Subject and without prejudice to any special rights or privileges for the time being attached to any special class of issued shares, any of the shares in the original capital of the Company for the time being unissued, and any new shares from time to time created, may be issued with any preference, whether in respect of dividend or of repayment of capital, or both, or with any other special privilege or advantage over any other shares previously issued, or then about to be issued, and with any special or restricted rights or without any right of voting or otherwise, and generally on such terms and subject to such conditions and provisions as may from time to time be determined by the Company.

WE, the several persons whose names, addresses and description 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.
 LEONARD H. LEWIS 38-40 Featherstone Street, London, E.C.1. Company Director.	 ONE
 FRANCIS A. DEAN 38-40 Featherstone Street, London, E.C.1. Company Director.	 ONE
	

DATED the 1st. day of November 1973.

WITNESS to the above Signatures:


P. J. LEWIS
38-40 Featherstone Street,
London, E.C.1.

Company Director.

