

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted pursuant to a Special Resolution dated 2011)

OF

J SMART & CO (CONTRACTORS) P L C

CONSTITUTION

1.1 The Company is established as a public company within the meaning of Section 4(2) of the Companies Act 2006 (hereinafter referred to as the "**Act**") in accordance with and subject to the provisions of the Act and of the Memorandum of Association of the Company and of the Companies (Model Articles) Regulations 2008 Schedule 3 (hereinafter referred to as the "**Model Articles**") with the exception of Regulations 17, 18, 20-24 (inclusive), 25 to 27 (inclusive), 30, 43(1), 43(2), 45, 63(1), 63(5) and 85 of the Model Articles, and of any other Regulations which are inconsistent with the additions and modifications hereinafter set forth.

1.2 In these regulations and in the Model Articles that apply to the Company:

"**Act**" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

"**a person of unsound mind**" means a person who is, or may be suffering from mental disorder and either:

(a) he is admitted to hospital in pursuance of an application for admission for treatment under any statutory enactment relating to Mental Health; or

(b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs.

"**Articles**" mean the articles of association for the time being of the Company;

"**clear days**" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"**executed**" includes any competent mode of execution;

"**holder**" in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

"**Registered Office**" means the registered office for the time being of the Company;

"**secretary**" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"**shares**" (unless the context does not so admit) means the shares in the capital of the Company;

"**United Kingdom**" means Great Britain and Northern Ireland;

“writing” means writing by whatever means, providing that it is in the English language, clearly legible and intelligible to the naked eye and includes without limitation, by electronic form, such that the recipient is able to read the writing in full, the writing is printable and contains no less information than if the writing were in a printed version of a word processed document.

LIABILITY OF MEMBERS

2 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

UNRESTRICTED OBJECTS

3 In accordance with the Act the Company’s objects shall be unrestricted.

SHARE CAPITAL

4 The share capital of the Company is divided into Ordinary Shares of £0.02 each in the capital of the Company having such rights as are set out in these Articles.

5 Any shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

6 Subject to the provisions of the Act and of every other statute for the time being in force concerning companies and affecting the Company and to any direction to the contrary that may be given by ordinary resolution of the Company, all the unissued shares (including any redeemable shares) of the Company (whether forming part of the existing or any increased capital) shall be at the disposal of the Directors, who may offer, allot, issue, grant options or rights over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions with such preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Directors may determine, but so that no shares shall be issued at discount.

7 In accordance with Section 570 of the Act, sub-section (1) of Section 561 of the Act shall be excluded from applying to the allotment of equity securities (as defined in Section 560 of the Act).

8 Subject to, and in accordance with, the provisions of the Act, the Company may purchase any of its own shares of any class (including redeemable shares) at any price (whether above or below the nominal value of the shares) within such limits as may be specified by the Company in compliance with the provisions of the Act and may enter into or vary any contract for such purchase. Every such purchase or contract providing for the purchase by the Company of shares in the Company shall be authorised by such resolution or resolutions of the Company as may be required by the Act. All shares so purchased shall be cancelled immediately upon completion of the purchase. Notwithstanding anything to the contrary contained in these Articles the rights and privileges attaching to any class of shares shall be deemed not to be modified or abrogated by anything done by the Company in pursuance of this Article.

9 The Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. The Company shall however be entitled to register trustees as such in respect of any shares.

CALLS ON SHARES

10 In Regulation 54(4) of the Model Articles the words “save in the case of a call deemed to have been made in terms of Regulation 56 which call shall be irrevocable” shall be inserted after the words “the call is made”.

FORFEITURE OF SHARES

11 In Regulation 57(1)(b) of The Model Articles the words “and all expenses that may have been incurred by the Company by reason of such non-payment” shall be inserted after the words “relevant rate” and in Regulation 57(4) after the words “interest on a call”.

- 12 In Regulation 58 (c) of The Model Articles the words “and expenses that may have been incurred by the Company by reason of such non-payment” shall be inserted after the words “any accrued interest”.

TRANSFER OF SHARES

- 13 The Directors may, in their absolute discretion decline to register any transfer of any share, whether or not it is a fully paid share.
- 14 Subject to such of the restrictions of these Articles as may be applicable, any member may transfer all or any of his shares in writing in any usual or common form or in any other form which the Directors may approve. The instrument of transfer shall be executed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee and the transferor shall remain the holder of the shares and as such a member of the company until the name of the transferee is entered in the Register of Members in respect thereof.

GENERAL MEETINGS

- 15 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, three members present in person or by proxy or, if corporations, by representatives duly authorised shall be a quorum.
- 16 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall stand adjourned to such day and at such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 17 A resolution in writing signed by all the members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed, or by their duly appointed attorneys or representatives, shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the members or their duly appointed attorneys or representatives and the signature in the case of a corporate body which is a member shall be sufficient if made by a director or the secretary thereof or by its duly appointed attorneys or representatives.
- 18 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 19 A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy or if a corporation, by any representative duly authorised and entitled to vote. Regulation 36 of The Model Articles shall be construed accordingly.
- 20 No resolution not previously approved by the Directors shall be moved by any member other than a Director at a general meeting unless the member intending to move the same shall have left a copy thereof with his name and address at the Registered Office of the Company three clear days prior to such meeting.
- 21 A notice of every general meeting shall be given to every member whether or not he shall have supplied to the Company an address within the United Kingdom for the giving of notices and Regulation 79 and 80 of The Model Articles shall be construed accordingly.

DIRECTORS

- 22 Unless and until otherwise determined by ordinary resolution of the Company, the minimum number of Directors shall be two and there shall be no maximum number.
- 23 A Director shall not be required to hold shares of the Company in order to qualify for office as a Director, but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company or of any class of members of the Company.

Directors' interests**24.1 Transactional**

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 24.1.1 may be party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 24.1.2 shall be an eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;
- 24.1.3 shall be entitled to vote at a meeting of the Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 24.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 24.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 24.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or another person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

24.2 Situational

- 24.2.1 The Directors may, in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").
- 24.2.2 Any authorisation under this Article will only be effective if:
 - 24.2.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
 - 24.2.2.2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and
 - 24.2.2.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

However, if the Director is the only Director of the Company at the time, he shall be counted in the quorum and shall be entitled to vote on the resolution in question.

24.2.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

24.2.3.1 extend to any actual or potential Conflict which may reasonably be expected to arise out of the matter so authorised;

24.2.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

24.2.3.3 be terminated or varied by the Directors at any time prior to the Conflict arising.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

24.2.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person, the Director is under no obligation to:

24.2.4.1 disclose such information to the Directors or to any Director or other office or employee of the Company; or

24.2.4.2 use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.

24.2.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the Director:

24.2.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

24.2.5.2 is not given any documents or other information relating to the Conflict; and

24.2.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

24.2.6 Where the Directors authorise a Conflict:

24.2.6.1 the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and

24.2.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

24.2.7 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

- 25 The office of a Director shall be vacated:
- 25.1 if he becomes bankrupt or suspends payment of or compounds with his creditors;
 - 25.2 if a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months; or by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have;
 - 25.3 if, (not being a Director holding executive office as such for a fixed term) by notice in writing to the Company, he resigns from office;
 - 25.4 if he is prohibited by law from being a Director or ceases to be a Director by virtue of the Act or any statutory modification or re-enactment thereof;
 - 25.5 if he is removed from office by notice in writing signed by all his co-Directors and served upon him;
 - 25.6 if he shall, for more than six months, have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated; or
 - 25.7 if he is removed from office under Section 168 of the Act.
- 26 The Directors shall have power at any time, and from time to time to appoint any person to be a Director of the Company either to fill a casual vacancy or as an addition to the existing Directors.
- 27 The ordinary remuneration of the Directors shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree or, failing agreement, equally except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for such proportion of remuneration as relates to the period during which he has held office. The Directors may repay to any Director all such reasonable expenses as he may properly incur in attending and returning from meetings of the Directors or of any committee of the Directors or General meetings of the Company or any class of members of the Company or otherwise in or about the business of the Company. In the event of any Director necessarily performing or rendering any special duties or services to the Company outside his ordinary duties as a Director, the Directors may, if so authorised by an ordinary resolution of the Company, pay such Director special remuneration and such special remuneration may be by way of salary, commission, participation in profits or otherwise as may be arranged.
- 28 The Directors may from time to time appoint one or more of their number to an executive office (including that of Managing Director, Deputy or Assistant Managing Director, Manager or any other salaried office) for such period and on such terms and conditions as they shall think fit, and subject to the terms and conditions of any agreement entered into in any particular case, may revoke such appointment. Subject to the terms and conditions of any such agreement, the appointment of any Director as aforesaid shall be ipso facto determined if he ceases from any cause to be a Director.
- 29 A Managing Director, Deputy or Assistant Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration (either by way of salary, commission, participation in profits or pension or otherwise howsoever, whether similar to the foregoing or not) as the Chairman may determine.
- 30 The Directors, on behalf of the Company and without the approval of any resolution of the Company, may establish, maintain, participate in and contribute to, or procure the establishment and maintenance of, participation in and contribution to, any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of any persons (including Directors, former Directors, officers and former officers) who are or shall have been at any time in the employment or service of the Company or of any company which at the time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company (as defined in Section 1159 of the Act) or otherwise associated with the Company or of the predecessors of the Company in business or of any such other

company aforesaid, or for the benefit of the relations, wives, widows, families, connections or dependents of any such persons or for the benefit of any other persons whose service or services have directly or indirectly been of benefit to the Company and their relations, connections or dependants, and the Directors on behalf of the Company and without the approval of any resolution of the Company may grant or procure the grant of donations, gratuities, pensions, allowances, including allowances on death, or other payments or benefits of any kind to any of such persons as aforesaid; and the Directors on behalf of the Company and without the approval of any resolution of the Company may establish, subsidise, subscribe to or support institutions, associations, clubs, schools, funds or trusts calculated or considered to be for the benefit of any such persons as aforesaid or otherwise for the advancement of the interests and well-being of the Company or of any such other company as aforesaid or its members; and the Directors, on behalf of the Company and without the approval of any resolution of the Company, may make payments for or towards the insurance of any such persons as aforesaid. Any such Director or ex-Director may participate in and retain for his own benefit any such donation, gratuity, pension, allowance, payment or other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a Director of the Company.

- 31 The Directors, on behalf of the Company and without the approval of any resolution of the Company (but subject to the provisions of Sections 678 to 683 of the Act) may establish and contribute to any employees' share scheme (within the meaning of Section 1166 of the Act) for the purchase or subscription by trustees of shares of the Company or of a holding company of the Company and may lend money to the Company's employees to enable them to purchase or subscribe for shares of the Company or of a holding company of the Company; and may establish and maintain any option or incentive scheme whereby selected employees (including salaried Directors and officers) of the Company are given the opportunity of acquiring shares in the capital of the Company; and may formulate and carry into effect any scheme for sharing the profits of the Company with its employees (including salaried Directors and officers) or any of them. Any Director may participate in and retain for his own benefit any such shares, profit or other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a Director of the Company.
- 32 The Directors shall not be subject to retirement by rotation and accordingly all references in the Model Articles to retirement by rotation shall be disregarded.
- 33 A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form, each signed by one or more of the Directors.

BORROWING AND OTHER POWERS

- 34 The Directors may exercise all the powers of the Company without limit as to amount to borrow and raise money and to accept money on deposit and to grant any security, mortgage, charge or discharge as they may consider fit for any debt or obligation of the Company or which is binding on the Company in any manner or way in which the Company is empowered so as to grant and similarly as they may consider fit to enter into any guarantee, contract of indemnity or suretyship in any manner or way in which the Company is empowered so as to enter into.

ALTERNATE DIRECTORS

- 35 Any Director may at any time by writing under his hand and deposited at the Registered Office, or delivered at a meeting of the Directors, appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. If such alternate Director is not another Director, such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved.
- 36 The appointment of an alternate Director shall terminate on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointor ceases to be a Director (retirement at any general meeting at which the Director is re-elected being for such purpose disregarded).
- 37 An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to perform all the functions of his appointor as a Director and, for the purposes of the proceedings at such meeting, the provisions of these Articles shall apply as if he were a Director. If his appointor is

for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, an alternate Director's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). An alternate Director shall not (save as aforesaid) have power to act as a Director or be deemed to be a Director for the purposes of these Articles.

38 An alternate Director may be repaid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (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.

39 **INDEMNITY**

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 or discharge 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 judgement is given in his favour or in which he is acquitted or in which the charge is found not proven or in connection with any application under Section 1157 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 532 and 533 of the Act.

40 **OVER-RIDING PROVISIONS**

40.1 In the event that any person alone or jointly with any other person (hereinafter called the "**Parent**") shall be the holder of not less than 90 per cent in nominal value of the issued shares of the Company as confers the right for the time being to attend and vote at general meetings of the Company, the following provisions (but without prejudice to the provisions of Sections 168 and 169 of the Act) shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles:

40.1.1 the Parent may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed;

40.1.2 any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent may, by notice to the Company, from time to time prescribe and any such restriction may be removed or varied in such regard and to such extent as the Parent may, by notice to the Company, from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed by the Parent or, in the case of a company on its behalf, by any one of its directors or by its secretary or by some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

THE COMPANIES ACT 2006

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

J SMART & CO (CONTRACTORS) P L C

This print contains the new Articles of Association of the
Company adopted pursuant to a Special Resolution of
the members passed on 2011

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Director

**2011
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