Balfour Beatty Fire and Rescue NW Holdings Limited
Registered number 7404085

Formalities Certificate

To: Dexia Crédit Local, Shackleton House, 4 Battle Bridge Lane, London, SE1 2RB as Facility Agent and Dexia Management Services Limited, Shackleton House, 4 Battle Bridge Lane, London SE1 2RB as Security Trustee

Loan facilities agreement dated on or about the date of this certificate between, amongst others, Balfour Beatty Fire and Rescue NW Limited, the Security Trustee and the Facility Agent (the **Loan Facilities Agreement)**

Capitalised terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Facilities Agreement.

I, [Ion Appuhamy] being [a Director/~~Company Secretary~~] of Balfour Beatty Fire and Rescue NW Holdings Limited of 350 Euston Road, Regent's Place, London NW1 3AX (the **Company**) am duly authorised by the Company to deliver this certificate and make the following certifications.

1 **Constitutional Documents and Financial Statements**

Attached hereto marked "A" are true, complete and up to date copies of:

a) the certificate of incorporation of the Company;

b) all certificates of incorporation on change of name of the Company (if any); and

c) the memorandum and articles of association of the Company.

2 **Board Resolutions**

Attached hereto marked "B" is a true copy of the minutes of a Meeting of the Board of Directors of the Company duly convened and held (during which a quorum was present throughout) recording resolutions passed at such meeting (which resolutions are in full force and effect and have not been rescinded or varied) and which approve the Transaction Documents to which it is a party and all transactions contemplated thereby.

3 **Authorised Signatories**

The following signatures are the specimen signatures of the persons authorised by resolution of the Board of Directors of the Company to execute the Transaction Documents to which it is a party and all other documents and notices required in connection therewith:

Name	Position	Signature
Ion Francis Appuhamy	Director	
Andrew Clive Beauchamp	Director	

Brian Roland Walker	Director	

4 The schedule of signatures attached hereto are the true signatures of the persons who have been authorised to sign the Transaction Documents by virtue of a Power of Attorney dated 22.02.2014 to which the Company is a party and to give notices and communications under or in connection with the Transaction Documents to which the Company is a party in accordance with the terms of such documents.

5 **No Breach of Borrowing Limit**

We have examined the terms of all the Financing Documents together with our Memorandum and Articles of Association and all other relevant instruments and agreements to which the Company is a party (relevant documents) and confirm that execution and performance of the documents:

a) will be within the corporate powers of the Company; and

b) does not or will not cause to be exceeded any limit or restriction on any of the powers of the Company (whether contained in any relevant documents or otherwise) or the right or ability of the Directors of the Company to exercise such powers.

6 **No Material Adverse Change**

No event or matter has occurred which might result in a material adverse change in the financial condition, business, assets, revenues or prospects of the Company (since the date of its incorporation) or otherwise have a Material Adverse Effect.

7 **No Litigation**

No litigation, action or administrative proceeding has been started against the Company which might reasonably be expected to have a Material Adverse Effect.

8 **Shareholders' Consent**

Shareholder consent to the execution and delivery of the documents referred to in paragraph 2 above is not necessary, or if required, has been obtained and copies of such consent are attached hereto marked "C".

9 **Ownership of the Borrower/Intermediate Company**

I confirm that Holding Company (subject to the security created pursuant to the HC Debenture but otherwise free from any encumbrance) legally and beneficially owns all Equity and that all such Equity is fully paid up.

10 **Solvency**

I confirm that, at the time of signing this certificate and immediately following the entry by the Company into each of the Transaction Documents to which it is a party, the Company is not and will not be insolvent and is and will be able to pay its debts as they fall due within the meaning given to that term in Section 123(1) of the Insolvency Act 1986.

11 **Formalities**

I consent to a representative of Ashfords LLP or Tods Murray LLP dating this Formalities Certificate on the date of financial close of the Project (as defined in the attached board minutes).

THIS CERTIFICATE is given by [a Director/~~Company Secretary~~] on behalf of the Company without incurring personal liability.

Signed:.....
[Director/~~Company Secretary~~]

23 February 2011

Name	Position	Signature
Ion Francis Appuhamy	Attorney	
John Henry Needham	Attorney	
Stewart Orrell	Attorney	
Ian Kenneth Rylatt	Attorney	
David James Swarbrick	Attorney	
Brian Roland Walker	Attorney	

Name	Position	Signature
Andrew Clive Beauchamp	Attorney	

Name	Position	Signature
Sandip Mahajan	Attorney	

"A"

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number. 7404085

The Registrar of Companies for England and Wales, hereby certifies that

BALFOUR BEATTY FIRE AND RESCUE NW HOLDINGS LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales.

Given at Companies House, Cardiff, on 12th October 2010.

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
— *for the record* —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Ashfords LLP
Certified to be a true & complete copy of the original document

Solicitor 18/02/2011

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BALFOUR BEATTY FIRE AND RESCUE NW HOLDINGS LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication by each subscriber
Curzon Directors Limited	

Dated: 11 October 2010

Ashfords LLP
Certified to be a true & complete copy of the original document
Solicitor
16/02/11

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BALFOUR BEATTY FIRE AND RESCUE NW HOLDINGS LIMITED

Ashfords

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BALFOUR BEATTY FIRE AND RESCUE NW HOLDINGS LIMITED (the "Company")

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

"Act": means the Companies Act 2006;

"appointor": has the meaning given in article 16.1;

"Articles": means the Company's articles of association for the time being in force;

"business day": means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

"eligible director": means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

"Model Articles": means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

"Subsidiary": means Balfour Beatty Fire and Rescue NW Limited (incorporated on or around the date of incorporation of the Company).

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.5.1 any subordinate legislation from time to time made under it; and

1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.8 Articles 5 to 8 inclusive, 9(1), 11(2) and (3), 12, 13, 14(1), (2), (3), (4), (6) and (7), 17, 18, 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.

1.9 Article 7 of the Model Articles shall be amended by:

1.9.1 the words “article 8” being replaced with the words “the articles”;

1.9.2 the insertion of the words "for the time being" at the end of article 7(2)(a); and

1.9.3 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

1.10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

1.11 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

1.12 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

1.13 Article 31(1)(d) of the Model Articles shall be amended by the deletion of the words "or by such other means as the directors decide."

2 SHARE CAPITAL

2.1 The share capital of the Company shall consist of 'A' ordinary shares and 'B' ordinary shares. The 'A' ordinary shares and 'B' ordinary shares shall constitute different classes of shares for the purposes of the Act but shall, except as expressly provided in these Articles, rank *pari passu* in all respects.

2.2 The directors are generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £1,100 provided that this authority shall, unless renewed, varied or revoked by the Company expire on the fifth anniversary of the date of incorporation of the Company.

DIRECTORS

3 UNANIMOUS DECISIONS

3.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

3.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

3.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

4 CALLING A DIRECTORS' MEETING

4.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

4.2 Notice of every meeting of the Directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.

5 QUORUM FOR DIRECTORS' MEETINGS

5.1 For so long as the holder of the 'A' ordinary shares and the holder of 'B' ordinary shares of the Company are the same person the quorum necessary for the transaction of the business of the directors shall be one director being either an 'A' Director or a 'B' Director (which term shall include any alternate director duly appointed by an 'A' Director or a 'B' Director), present at the commencement and throughout the whole of the meeting.

5.2 For so long as the holder of the 'A' ordinary shares and the holder of the 'B' ordinary shares of the Company are not the same person the quorum necessary for the transaction of the business of the directors shall be two directors, being at least one 'A' Director and one 'B' Director (which terms shall include any alternate director duly appointed by an 'A' Director or a 'B' Director), present at the commencement and throughout the whole of the meeting, unless otherwise agreed by the holders of the 'A' ordinary shares and the 'B' ordinary shares or save as set out in article 5.3.

5.3 If a scheduled board meeting is inquorate then the board meeting shall be reconvened 5 business days later at the same time and place. If at that subsequent board meeting the scheduled meeting is still inquorate due to non attendance by some directors then, if the directors present consider that there are urgent matters requiring resolution, the required quorum shall be any two directors (who may both be 'A' Directors or 'B' Directors).

5.4 A meeting of the directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors.

5.5 For the purposes of any meeting (or part of a meeting) held pursuant to article 9 to authorise a director's conflict pursuant to section 175(4)(b) of the Act, if there is only

one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

6 CHAIRMAN OF THE BOARD

6.1 For so long as the holder of the A ordinary shares and the holder of the B ordinary shares of the Company are the same person the Chairman of the board of the Company shall be appointed by that shareholder from time to time and may be removed by the shareholder from time to time.

6.2 Following the transfer of any 'A' ordinary shares and/or 'B' ordinary shares to any person (the "**Transferee**") by Balfour Beatty Infrastructure Investments Limited (registered company number 00457719) ("**BBIIL**") and where BBIIL remains the holder of any 'A' ordinary shares and/or 'B' ordinary shares following any such transfer of shares BBIIL will be entitled to appoint the Chairman of the Board for the period of twelve (12) months from the date of such transfer. Thereafter the Transferee and BBIIL shall have the right to appoint the Chairman in turn for a period of twelve (12) months commencing with the Transferee followed by BBIIL, or as otherwise agreed by the holders of the 'A' ordinary shares and the 'B' ordinary shares acting in accordance with any shareholders' agreement as may be relevant from time to time.

6.2A if the number of votes for and against a proposal at a meeting of the board of the Company are equal, the Chairman of the board of the Company shall not have a casting vote.

6.3 If the Chairman is not present at any board meeting then the other director appointed by the holder(s) of the same class of ordinary shares as appointed the Chairman, if present, shall act as Chairman for the purpose of the meeting.

7 PROCEEDINGS OF DIRECTORS

7.1 The directors may delegate any of their powers to committees upon which the 'A' Directors and the 'B' Directors shall be represented. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the directors. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or without exclusion of their own powers and may be revoked or altered.

7.2 The meetings and proceedings of any committee of the directors formed pursuant to article 7.1 shall be governed by the provisions of these Articles regulating the meetings and proceedings of the directors, so far as the same are applicable and are not superseded by any regulations made by the directors pursuant to article 7.1.

7.3 The directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of chief executive or managing or joint managing or deputy or assistant managing director as the directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a director appointed to any executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of director for any reason, immediately cease to hold such executive office.

7.4 Questions arising at any duly convened and quorate meeting of directors shall be determined by the unanimous vote of the directors present and voting. If unanimity is

not achieved then, (i) if in the reasonable opinion of the Chairman there are issues which require immediate resolution or if written professional advice has been given to holders of the 'A' and 'B' ordinary shares of the Company that the Company should be wound up, such issue or matter shall forthwith be referred to the shareholders of the Company for decision or (ii) in other cases where unanimity is not achieved, a further board meeting shall be convened five business days after the board meeting at which unanimity was not achieved (or at such other time as the directors may agree, not exceeding seven business days after such board meeting) and if, at such further board meeting, unanimity is not achieved the matter shall forthwith be referred to the shareholders of the Company for decision. If the matter remains unresolved for a period of at least 14 days from the date of the meeting at which it was discussed by the shareholders (excluding the date of the meeting) or from the date it was referred to the shareholders for decision then the matter shall be referred by the company secretary of the Company to the chief executive (or equivalent) of each of the 'A' ordinary shareholder(s) and 'B' ordinary shareholder(s) for resolution by them (or such other person as the respective shareholders may nominate in writing from time to time) jointly.

7.5 Any 'A' Director or 'B' Director may determine that a decision or resolution on any specified matter which shall have been proposed for consideration by the board shall only be taken or passed with the express written agreement of the holders of the majority of the 'A' Shares and the holders of the majority of the 'B' Shares for the time being issued. Any such determination may be made by the relevant director either:

7.5.1 by delivering to the secretary a notice in writing specifying the matter in respect of which the determination is being made (i) at any time before the time fixed for the meeting at which such matter is not be considered or (ii) at the meeting itself; or

7.5.2 orally during the course of the meeting.

Following such determination being made, the board shall have no power to take any further action with regard to the matter which shall have been specified unless and until the holders of the majority of the 'A' Shares and the holders of the majority of the 'B' Shares for the time being issued shall have given their written consent thereto.

8 SHAREHOLDERS' AGREEMENT

The directors may, as a condition to the registration of any transfer of shares in the Company require that the transferee enters into a shareholders' agreement with any person who is at the time a member of the Company on the same terms as apply to the transferor in relation to those shares immediately before the transfer. If any such condition is imposed in accordance with this Article 8, the transfer may not be registered unless that shareholders' agreement has been entered into and delivered to the Company by the transferee.

9 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY AND DIRECTORS' CONFLICTS OF INTEREST

9.1 Save as otherwise agreed by the shareholders , a director is not entitled to vote as a director at a board meeting or form part of the quorum in regard to any transaction, situation or arrangement in which he is interested but if on declaring such interest he is permitted to vote by the board, and he does so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such transaction or

arrangement is under consideration (save where the director votes against a resolution to enforce the Company's rights under such transaction or arrangement). Furthermore if a director has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, the other directors shall have the authority, to authorise the matters giving rise to such actual or possible conflicts. However, the interested director shall not count in the quorum or be permitted to vote on any resolution of the board entitling him to vote or authorising his actual or possible conflicts and the quorum and voting arrangements shall be varied to exclude the participation of such interested director.

9.2 A director may, notwithstanding his office or the existence of an actual or potential conflict between the interests of the Company and those of a group company which would be caught by section 175(1) of the Act, be a director or other officer of, or employed by or otherwise interested in, whether directly or indirectly, any other group company (or such other undertaking as the holder of a majority of shares in the company shall approve in writing) (a "group company interest") and the director in question:

9.2.1 shall be entitled to be counted in the quorum and to attend any meeting or part of a meeting of the directors or a committee of the board of directors at which any matter which is or may be relevant to the group company interest may be discussed, and to vote on any resolution of the directors or a committee of the board of directors relating to such matter and any board or committee papers relating to such matter shall be provided to the director in question at the same time as the other directors;

9.2.2 shall not be obliged to account to the Company for any benefit which he derives from a group company interest;

9.2.3 shall not be obliged to disclose to the Company or use for the benefit of the Company, any confidential information received by him by virtue of his group company interest and otherwise than by virtue of his position as a director, if to do so would result in a breach of a duty or obligation of confidence owed by him to any other group company or third party.

9.3 For the purpose of Article 9.2 a "group company" shall mean Balfour Beatty Fire and Rescue NW Limited (company registration number 07403391) and/or Balfour Beatty Fire and Rescue NW Intermediate Limited (company registration number 07404079) for so long as such companies are either a subsidiary or a holding company of the Company (applying for this purpose the definitions of "subsidiary" and "holding company" set out in Section 1159 of the Companies Act 2006 and a company shall be treated for the purposes only of the membership requirement contained in Sections 1159(1)(b) and (c) of the Companies Act 2006, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee) and for the avoidance of doubt, unless otherwise specified, the definitions of "subsidiary" and "holding company" shall not have domestic limitation but shall apply to international subsidiaries and holding companies.

10 **NOT USED**

11 **RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

12 **NUMBER OF DIRECTORS**

The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one.

13 **APPOINTMENT AND REMOVAL OF DIRECTORS**

13.1 The registered holder(s) of a majority of the 'A' ordinary shares for the time being issued shall be entitled by notice in writing signed by a duly authorised signatory of the registered holder(s) and delivered to the Company to appoint up to two directors and by like notice to remove any director so appointed and to appoint another person to act in place of such director or in place of a director vacating office in any way and originally so appointed by the registered holder(s) of the 'A' ordinary shares. Any director so appointed shall be an 'A' Director.

13.2 The registered holder(s) of a majority of the 'B' ordinary shares for the time being issued shall be entitled by notice in writing signed by a duly authorised signatory of the registered holder(s) and delivered to the Company to appoint up to two directors and by like notice to remove any director so appointed and to appoint another person to act in place of such director or in place of a director vacating office in any way and originally so appointed by the registered holder(s) of the 'B' ordinary shares. Any director so appointed shall be a 'B' Director.

13.3 Any notice given pursuant to any of the preceding paragraphs of this article 13 shall, if sent by first class post, take effect forty eight hours after posting to the registered office of the Company.

13.4 A person ceases to be a Director as soon as:

13.4.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law; or

13.4.2 a bankruptcy order is made against that person or his estates are sequestrated; or

13.4.3 a composition is made with that person's creditors generally in satisfaction of that person's debts or he grants a trust deed (whether or not it becomes protected) for the benefit of his creditors; or

13.4.4 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

13.4.5 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 would otherwise have; or

13.4.6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or

13.4.7 that person ceases to be a director of the Subsidiary; or

13.4.8 that person is removed from office; or

13.4.9 the 'A' Shareholder(s) or 'B' Shareholder(s) who had appointed him ceases to be a shareholder.

13.5 Every director appointed pursuant to this article 13 shall hold office until he is either removed or suspended or dies or vacates office and (subject to the provisions of section 168 of the Act) neither the Company in general meeting nor the directors shall have power to fill any such vacancy but the provisions of this Article 13 may be relaxed or varied to any extent by agreement in writing between the holders of a majority of the 'A' ordinary shares for the time being issued and the holders of a majority of the 'B' ordinary shares for the time being issued.

13.6 Any director appointed pursuant to this Article 13 shall be at liberty from time to time to make such disclosures to the shareholders (and where such shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) who had appointed him as to the business and affairs of the Company as he shall in his absolute discretion determine.

13.7 Except in the manner provided by this Article and Article 14 no person shall be appointed to fill any vacancy occurring in the office of director and neither the Company in general meeting nor the directors shall have the power to fill any such vacancy.

14 JOINT APPOINTMENT AND REMOVAL

The registered holder(s) of a majority of the 'A' ordinary shares and the registered holder(s) of a majority of the 'B' ordinary shares may jointly from time to time by notice in writing signed by them and delivered to the Company appoint additional directors and by like notice remove any director so appointed and at any time and from time to time by like notice appoint any other person to be a director in place of the director so removed or in the place of or in addition to any director appointed under this Article.

15 POWER OF DIRECTORS

The directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

16 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

16.1 Any director ("appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

16.1.1 exercise that director's powers; and

16.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

16.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

16.3 The notice must:

16.3.1 identify the proposed alternate; and

16.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

17 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

17.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

17.2 Except as these Articles specify otherwise, alternate directors:

17.2.1 are deemed for all purposes to be directors;

17.2.2 are liable for their own acts and omissions;

17.2.3 are subject to the same restrictions as their appointors; and

17.2.4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

17.3 A person who is an alternate director but not a director:

17.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

17.3.2 may participate in a decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

17.3.3 shall not be counted as more than one director for the purposes of Articles 17.3.1 and 17.3.2.

17.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

17.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

18 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

18.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

18.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

18.1.3 on the death of the alternate's appointor; or

18.1.4 when the alternate's appointor's appointment as a director terminates.

19 CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

19.1 Any one of the directors or the secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the directors or other governing body of such corporation, may (subject to the articles of association of that corporation) act as its representative at any meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

19.2 Any one of the directors or the secretary for the time being of the Company or any other person appointed by resolution of the directors of the Company may act as its representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.

20 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

DECISION MAKING BY SHAREHOLDERS

21 QUORUM

21.1 No business shall be transacted at any general meeting unless a quorum is present at the commencement and throughout the whole of the meeting. For so long as the holder of the 'A' ordinary shares and the 'B' ordinary shares are the same person one member present in person or by proxy or by authorised representative shall be a quorum for all purposes. For so long as the holder of the 'A' ordinary shares and the 'B' ordinary shares are not the same person a member present in person or by proxy or by authorised representative being or representing the holder(s) of a majority of the 'A' ordinary shares in issue and a member present in person or by proxy or authorised representative being or representing the holder(s) of a majority of the 'B' ordinary shares in issue shall be a quorum for all purposes.

21.2 The following words are to be added at the end of Article 41(6) of the Model Articles: "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall stand dissolved".

22 VOTING

22.1 Subject to any rights or restrictions attached to any shares, on a show of hands every shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a shareholder entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

22.2 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.

23 POLL VOTES

23.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

23.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Article.

24 PROXIES

24.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

24.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

ADMINISTRATIVE ARRANGEMENTS

25 MEANS OF COMMUNICATION TO BE USED

25.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

25.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; and

25.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

25.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

26 INDEMNITY

26.1 Subject to Article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

26.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

26.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

26.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

26.3 In this Article:

26.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

26.3.2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company.

27 INSURANCE

27.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

27.2 In this Article:

27.2.1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company;

27.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

27.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

"B"

BALFOUR BEATTY FIRE AND RESCUE NW HOLDINGS LIMITED

(the "**Company**")

Company Number 7404085

MINUTES

of a meeting of the board of directors of the **Company** held at 6th Floor, 350 Euston Road, Regent's Place, London NW1 3AX on 22 February 2011 at 9.20 am.

PRESENT: Ion Appuhamy (in the Chair)
Brian Walker IN ATTENDANCE: Lisa Hulme, Sandip Mahajan and Brian Farrell.

1 **OPENING AND QUORUM**

1.1 The Chairman noted that the meeting was quorate and that the meeting was duly convened and constituted in accordance with the Company's articles of association.

1.2 The Chairman reported that the meeting had been convened in connection with the agreement to be entered into between (1) Balfour Beatty Fire and Rescue NW Limited ("**ProjCo**"), the Company's wholly owned subsidiary, and (2) Cumbria County Council, Lancashire Combined Fire Authority and Merseyside Fire and Rescue Authority (the "**Authorities**") under the Private Finance Initiative for the design, construction and maintenance of sixteen (16) fire stations in Cumbria, Lancashire and Merseyside (the "**Project**").

1.3 The business of the meeting was to consider the final drafts of the agreements, documents and instruments listed in Schedule 1 (List of Documents) annexed to these minutes (the "**Relevant Documents**") associated with the Project and which the Company is to enter into and comply with in order to enable the Company to give efficacy to the Project.

2 **DIRECTORS' INTERESTS**

For the purposes of Sections 177 and 182 of the Companies Act 2006 (*Duty to declare interest in proposed transaction or arrangement* and *Declaration of interest in existing transaction or arrangement*) and the Company's articles of association, the Directors present declared, where appropriate, their respective personal interests in the Relevant Documents. In particular it was noted that each of the Directors is interested in all arrangements with any member of the Balfour Beatty group of companies. It was noted that none of such interests disqualified him from forming part of the quorum or from voting at the meeting.

3 **ARTICLES OF ASSOCIATION**

3.1 The following were produced to the meeting:

a) proposed new articles of association of the Company (the "**New Articles**");

b) applications from Balfour Beatty Infrastructure Investments Limited ("**BBIIL**") to subscribe for shares in the Company in cash at par as follows:

i) 549 'A' Shares; and

ii) 550 'B' Shares,

c) a draft form of written resolutions of the member of the Company as set out at Schedule 2 (Written Resolutions) annexed to these minutes (the "**Written Resolutions**").

4 **CONSIDERATION OF WRITTEN RESOLUTIONS**

4.1 Following careful consideration of each of the Written Resolutions, **IT WAS RESOLVED TO**:

a) approve and recommend the Written Resolutions for signature by the sole member of the Company;

b) send the Written Resolutions to the sole member of the Company forthwith for execution together with a copy of the New Articles annexed to it;

c) subject to the execution of the Written Resolutions, accept the respective applications for allotment of the shares referred to in minute 3.1b) above in consideration for the payment by the BBIIL of £1,099 to be made in cleared funds for the account of the Company;

d) subject to the matters set out in paragraph 4.1c) above, enter the names of the applicants for the shares in the register of members of the Company for the number and class of shares stated in their respective applications for allotment; and

e) subject to the matters set out in paragraph 4.1c) above, authorise any two directors or a director and the Company Secretary or any director in the presence of a witness who attests his signature to execute the share certificates on behalf of the Company for the appropriate number and class of shares and to issue the share certificates.

5 **ADJOURNMENT**

5.1 The meeting then adjourned so that the relevant documents could be executed and exchanged and the Written Resolutions could be signed.

5.2 On reconvening the meeting **IT WAS NOTED THAT**:

a) the Written Resolutions had been signed; and thereafter

b) the share certificates in respect of the allotments referred to in minute 3.1b) had been executed by the Company.

6 **DIRECTORS**

6.1 It was **RESOLVED** that the positions currently held by Ion Appuhamy and Brian Walker as Directors to be confirmed (to be treated as 'A' Directors)

and that the position currently held by Andrew Beauchamp as Director be confirmed (to be treated as a 'B' Director), in each case for the purposes of the Shareholders Agreement (referred to in Schedule 1 (List of Documents)) and the articles of association.

6.2 It was agreed that Brian Walker be appointed first Chairman of the Board in terms of the Shareholders Agreement to serve for a period of twelve (12) months from the close of this meeting.

7 **REVIEW OF RELEVANT DOCUMENTS**

7.1 There was then produced to the meeting a copy of each of the Relevant Documents.

7.2 There was then produced to the meeting an engrossment of a power of attorney (the "**Power of Attorney**") pursuant to which Ion Francis Appuhamy, John Henry Needham, Stewart Orrell, Ian Kenneth Rylatt, Brian Roland Walker, David James Swarbrick, Andrew Clive Beauchamp and Sandip Mahajan (or any one of them) (the "**Attorneys**" and each an "**Attorney**") would be authorised to execute *inter alia* the Relevant Documents on behalf of the Company.

7.3 The Directors carefully considered:

a) the terms of the Relevant Documents and each of the transactions proposed thereunder;

b) the Company's rights, obligations and liabilities (actual and contingent) under the Relevant Documents;

c) any limit or restriction on any of the Company's powers and any limit or restriction on the right or ability of the Directors to exercise any of the Company's powers under the Relevant Documents;

d) the terms of the Power of Attorney, including the right for any Attorney to agree amendments or variations to the Relevant Documents; and

e) the matters referred to in Section 172(1) of the 2006 Act.

7.4 The Directors noted that the Company, in connection with and as a condition precedent to the effectiveness of the Relevant Documents, would be providing security which would secure its obligations under, *inter alia*, the Relevant Documents and that it would be providing a guarantee of the obligations of ProjCo and Balfour Beatty Fire and Rescue NW Intermediate Limited ("**Intermediate**") under, *inter alia*, the Relevant Documents pursuant to Clause 11 (*Guarantee*) of the loan facilities agreement to be entered into between, *inter alia*, the Company, ProjCo, Intermediate, Dexia Crédit Local and Norddeutsche Landesbank Girozentrale as arranging banks (the "**Arranging Banks**"), Dexia Crédit Local and Norddeutsche Landesbank Girozentrale as original lenders (the "**Original Lenders**"), Dexia Crédit Local as facility agent (the "**Facility Agent**") and Dexia Management Services Limited as security trustee (the "**Security Trustee**").

7.5 The Directors also noted that pursuant to the terms of a security trust and intercreditor deed between, *inter alia*, the Company, ProjCo, Intermediate, the Security Trustee, the Arranging Banks, the Original Lenders and the original hedging counterparty, the Company will agree to regulate and/or subordinate its rights and claims against ProjCo and Intermediate.

7.6 The Chairman reported that the Directors must form the *bona fide* opinion that it is of commercial benefit to the Company for the Relevant Documents to be entered into and entering into and performing the Relevant Documents would be most likely to promote the success of the Company for the benefit of its members as a whole. It was noted that the security and subordination arrangements that the Company is to enter into are the market-norm for the project finance arrangements of the sort to be entered into under the Relevant Documents. It was further noted that members of the Balfour Beatty group of companies involved in transactions under the Private Finance Initiative are accustomed to carrying out transactions, including the grant of guarantees, on a common or joint basis for mutual benefit. Therefore it was agreed that the approval of the Relevant Documents in the form produced to the meeting was, within the powers of the Company, in the best economic, strategic and financial interests of the Company and to its corporate benefit, and was most likely to promote the success of the Company for the benefit of the Company's members as a whole.

8 RESOLUTIONS

8.1 After due consideration and having so concluded, it was unanimously **RESOLVED** that:

a) the terms of and the transactions contemplated by the Relevant Documents be and are hereby approved in their tabled form, subject to such amendments (including amendments in manuscript) as may be considered necessary or desirable and be approved by any of the Directors or Attorneys (such approval being conclusively indicated by their execution of the Relevant Documents as so amended);

b) the execution, delivery and performance by the Company of the Relevant Documents and any documents (or other communications) ancillary thereto and in connection therewith and in connection with the Project (the "**Ancillary Documents**") be and are hereby approved;

c) any Director of the Company be and is hereby authorised on behalf of the Company to execute and deliver each of the Relevant Documents or Ancillary Documents that are to be executed under hand incorporating such amendments and/or additions thereto as he in his absolute discretion considers necessary or desirable, and to take all other action required under or in connection with the Relevant Documents, and, in respect of any of the Relevant Documents or Ancillary Documents which are to be executed as a deed, any two Directors or any Director in front of a witness or any Director and the Company Secretary be and are hereby authorised on behalf of the Company to execute the same incorporating such

amendments and/or additions thereto as they in their absolute discretion consider necessary or desirable;

d) any Director and a witness, any two Directors, or any Director and the Company Secretary, be and are hereby authorised to execute the Power of Attorney on the Company's behalf; and

e) any Director of the Company be and is hereby authorised on behalf of the Company to agree, sign and despatch, without limitation, any notices, certificates, letters or other communications required or permitted to be given under or in connection with the Relevant Documents or Ancillary Documents by the Company.

9 BANK ACCOUNTS

The Directors were informed that the following account in the name of the Company had been opened with Barclays Bank plc (the "**Account Bank**") at its branch at Level 27, 1 Churchill Place, Canary Wharf, London, E14 5HP (sort code 20-72-17), to be operated in accordance with the Accounts Mandate Agreement (referred to in Schedule 1 (List of Documents):

Name	Account Number
HC Proceeds Account	33978354

10 INSTRUCTIONS TO SOLICITORS

It was **RESOLVED** that Ashfords LLP, the Company's Solicitors, be and is hereby authorised and instructed to take all further action necessary in connection with any registrations or filings that may be required following the execution of the Relevant Documents and/or in relation to the allotment of shares and/pr passing of the Written Resolutions.

11 APPOINTMENT OF AUDITORS

It was **RESOLVED** to appoint Deloitte LLP as the auditors of the Company, approve the terms of the agreement for audit services and authorise any director of the Company to sign the agreement for audit services on behalf of the Company.

12 CLOSE

There being no further business the meeting closed.

.....
Chairman

SCHEDULE 1

LIST OF DOCUMENTS
(the "**Relevant Documents**")

The Relevant Documents in this Schedule 1 are the following documents as defined in the Loan Facilities Agreement between, amongst others, the Company, ProjCo, Intermediate and the other parties narrated therein dated on or about the date of these Minutes:

1 Loan Facilities Agreement;

2 Security Trust and Intercreditor Deed;

3 Accounts Mandate Agreement;

4 HC Debenture;

5 Shareholders Agreement;

6 Equity Guarantee;

7 Acknowledgments pursuant to the Borrower Debenture;

8 Acknowledgments pursuant to the Intermediate Debenture; and

9 the written resolutions in respect of Balfour Beatty Fire and Rescue NW Limited and Balfour Beatty Fire and Rescue NW Intermediate Limited.

SCHEDULE 2

WRITTEN RESOLUTIONS

Company number 07404085

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

BALFOUR BEATTY FIRE AND RESCUE NW HOLDINGS LIMITED

("**Company**")

22 February 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**2006 Act**"), the directors of the Company propose that:

resolution 1 below is passed as an ordinary resolution ("**Ordinary Resolution**"); and

resolutions 2, 3, 4 and 5 below are passed as special resolutions (together the "**Special Resolutions**").

ORDINARY RESOLUTION

	For	Against
1. THAT in accordance with the proposed revised articles of association of the Company scheduled (the "**Schedule**") to these resolutions (the "**New Articles**") and to be proposed to the member at special resolution 5 below and simultaneous to the passing of such special resolution 5: a. Ion Appuhamy and Brian Walker each be deemed to be an 'A' Director; and b. Andrew Beauchamp be deemed to be a 'B' Director, in each case for the purposes of the Shareholders Agreement (referred to in the Schedule) and the articles of association.	X	

SPECIAL RESOLUTIONS

	For	Against
2. **THAT**, in accordance with section 551 of the 2006 Act, the Directors be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £1,100 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date falling	X	

five (5) years from the date this resolution is passed save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.		
3. **THAT**, subject to the passing of resolution 2 and in accordance with section 570 of the 2006 Act, the Directors be generally empowered to allot equity securities (as defined in section 560 of the 2006 Act) pursuant to the authority conferred by resolution 2, as if section 561(1) of the 2006 Act did not apply to any such allotment, provided that this power shall:		
a. be limited to the allotment of equity securities up to an aggregate nominal amount of £1,100; and	X	
b. expire on the date falling five (5) years from the date this resolution is passed (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.	X	
4. **THAT** in accordance with the New Articles to be proposed to the member at special resolution 5 below and simultaneous to the passing of such special resolution 5:		
a. the issued 1 ordinary share of £1 in the share capital of the Company (which was allotted fully paid to Curzon Directors Limited on the date of incorporation and subsequently transferred to BBIIL on 21 October 2010) be re-designated as an 'A' Share (as defined in the New Articles); and	X	
b. 549 ordinary shares of £1 each in the share capital of the Company (which it is proposed are to be allotted to BBIIL on or about today's date) be re-designated as 'A' Shares (as defined in the New Articles); and	X	
c. 550 ordinary shares in the Company (which it is proposed are to be allotted to BBIIL on or about today's date) be re-designated as 'B' Shares (as defined in the New Articles);	X	
5. **THAT** the articles of association be amended by adopting the New Articles as produced to the meeting in substitution for the current articles of association.	X	

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to any of the resolutions.

The undersigned, a person entitled to vote on the above resolutions on 22 February 2011, hereby irrevocably agrees to those resolutions as indicated above:

Signed by Sandip Mahajan for and on behalf of Balfour Beatty Infrastructure Investments Limited .....

Date 22 February 2011 .....

NOTES

1. If you wish to vote in favour of a resolution please put an 'X' in the For box next to that resolution. If you wish to vote against a resolution please put an 'X' in the Against box next to that resolution or leave both boxes next to that resolution blank. Once you have indicated your voting intentions please sign and date this document and return it to the Company using one of the following methods:

By Hand: delivering the signed copy to Mark Jury at Ashfords LLP, Ashfords House, Grenadier Road, Exeter EX1 3LH.

Post: returning the signed copy by post to Mark Jury at Ashfords LLP, Ashfords House, Grenadier Road, Exeter EX1 3LH.

Fax: faxing the signed copy to +44 (0)1392 336 999 marked "For the attention of Mark Jury".

E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to m.jury@ashfords.co.uk. Please enter "Written resolutions for BBF&R Hold Co" in the e-mail subject box.

If there are no resolutions you agree with, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to a resolution, you may not revoke your agreement.

3. Where, by 22 March 2011, insufficient agreement has been received for a resolution to pass, such resolution will lapse. If you agree to all or any of the resolutions, please ensure that your agreement reaches us before or during this date.

4. 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.

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Schedule

New Articles

FINAL

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BALFOUR BEATTY FIRE AND RESCUE NW HOLDINGS LIMITED

Ashfords

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BALFOUR BEATTY FIRE AND RESCUE NW HOLDINGS LIMITED (the "Company")

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

"Act": means the Companies Act 2006;

"appointor": has the meaning given in article 16.1;

"Articles": means the Company's articles of association for the time being in force;

"business day": means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

"eligible director": means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

"Model Articles": means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

"Subsidiary": means Balfour Beatty Fire and Rescue NW Limited (incorporated on or around the date of incorporation of the Company).

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.5.1 any subordinate legislation from time to time made under it; and

1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.8 Articles 5 to 8 inclusive, 9(1), 11(2) and (3), 12, 13, 14(1), (2), (3), (4), (6) and (7), 17, 18, 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.

1.9 Article 7 of the Model Articles shall be amended by:

1.9.1 the words "article 8" being replaced with the words "the articles";

1.9.2 the insertion of the words "for the time being" at the end of article 7(2)(a); and

1.9.3 the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

1.10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary" before the words "properly incur".

1.11 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

1.12 Articles 31(1)(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

1.13 Article 31(1)(d) of the Model Articles shall be amended by the deletion of the words "or by such other means as the directors decide."

2 SHARE CAPITAL

2.1 The share capital of the Company shall consist of 'A' ordinary shares and 'B' ordinary shares. The 'A' ordinary shares and 'B' ordinary shares shall constitute different classes of shares for the purposes of the Act but shall, except as expressly provided in these Articles, rank *pari passu* in all respects.

2.2 The directors are generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £1,100 provided that this authority shall, unless renewed, varied or revoked by the Company expire on the fifth anniversary of the date of incorporation of the Company.

DIRECTORS

3 UNANIMOUS DECISIONS

3.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

3.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

3.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

4 CALLING A DIRECTORS' MEETING

4.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

4.2 Notice of every meeting of the Directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.

5 QUORUM FOR DIRECTORS' MEETINGS

5.1 For so long as the holder of the 'A' ordinary shares and the holder of 'B' ordinary shares of the Company are the same person the quorum necessary for the transaction of the business of the directors shall be one director being either an 'A' Director or a 'B' Director (which term shall include any alternate director duly appointed by an 'A' Director or a 'B' Director), present at the commencement and throughout the whole of the meeting.

5.2 For so long as the holder of the 'A' ordinary shares and the holder of the 'B' ordinary shares of the Company are not the same person the quorum necessary for the transaction of the business of the directors shall be two directors, being at least one 'A' Director and one 'B' Director (which terms shall include any alternate director duly appointed by an 'A' Director or a 'B' Director), present at the commencement and throughout the whole of the meeting, unless otherwise agreed by the holders of the 'A' ordinary shares and the 'B' ordinary shares or save as set out in article 5.3.

5.3 If a scheduled board meeting is inquorate then the board meeting shall be reconvened 5 business days later at the same time and place. If at that subsequent board meeting the scheduled meeting is still inquorate due to non attendance by some directors then, if the directors present consider that there are urgent matters requiring resolution, the required quorum shall be any two directors (who may both be 'A' Directors or 'B' Directors).

5.4 A meeting of the directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors.

5.5 For the purposes of any meeting (or part of a meeting) held pursuant to article 9 to authorise a director's conflict pursuant to section 175(4)(b) of the Act, if there is only

one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

6 CHAIRMAN OF THE BOARD

6.1 For so long as the holder of the A ordinary shares and the holder of the B ordinary shares of the Company are the same person the Chairman of the board of the Company shall be appointed by that shareholder from time to time and may be removed by the shareholder from time to time.

6.2 Following the transfer of any 'A' ordinary shares and/or 'B' ordinary shares to any person (the "**Transferee**") by Balfour Beatty Infrastructure Investments Limited (registered company number 00457719) ("**BBIIL**") and where BBIIL remains the holder of any 'A' ordinary shares and/or 'B' ordinary shares following any such transfer of shares BBIIL will be entitled to appoint the Chairman of the Board for the period of twelve (12) months from the date of such transfer. Thereafter the Transferee and BBIIL shall have the right to appoint the Chairman in turn for a period of twelve (12) months commencing with the Transferee followed by BBIIL, or as otherwise agreed by the holders of the 'A' ordinary shares and the 'B' ordinary shares acting in accordance with any shareholders' agreement as may be relevant from time to time.

6.2A if the number of votes for and against a proposal at a meeting of the board of the Company are equal, the Chairman of the board of the Company shall not have a casting vote.

6.3 If the Chairman is not present at any board meeting then the other director appointed by the holder(s) of the same class of ordinary shares as appointed the Chairman, if present, shall act as Chairman for the purpose of the meeting.

7 PROCEEDINGS OF DIRECTORS

7.1 The directors may delegate any of their powers to committees upon which the 'A' Directors and the 'B' Directors shall be represented. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the directors. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or without exclusion of their own powers and may be revoked or altered.

7.2 The meetings and proceedings of any committee of the directors formed pursuant to article 7.1 shall be governed by the provisions of these Articles regulating the meetings and proceedings of the directors, so far as the same are applicable and are not superseded by any regulations made by the directors pursuant to article 7.1.

7.3 The directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of chief executive or managing or joint managing or deputy or assistant managing director as the directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a director appointed to any executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of director for any reason, immediately cease to hold such executive office.

7.4 Questions arising at any duly convened and quorate meeting of directors shall be determined by the unanimous vote of the directors present and voting. If unanimity is

not achieved then, (i) if in the reasonable opinion of the Chairman there are issues which require immediate resolution or if written professional advice has been given to holders of the 'A' and 'B' ordinary shares of the Company that the Company should be wound up, such issue or matter shall forthwith be referred to the shareholders of the Company for decision or (ii) in other cases where unanimity is not achieved, a further board meeting shall be convened five business days after the board meeting at which unanimity was not achieved (or at such other time as the directors may agree, not exceeding seven business days after such board meeting) and if, at such further board meeting, unanimity is not achieved the matter shall forthwith be referred to the shareholders of the Company for decision. If the matter remains unresolved for a period of at least 14 days from the date of the meeting at which it was discussed by the shareholders (excluding the date of the meeting) or from the date it was referred to the shareholders for decision then the matter shall be referred by the company secretary of the Company to the chief executive (or equivalent) of each of the 'A' ordinary shareholder(s) and 'B' ordinary shareholder(s) for resolution by them (or such other person as the respective shareholders may nominate in writing from time to time) jointly.

7.5 Any 'A' Director or 'B' Director may determine that a decision or resolution on any specified matter which shall have been proposed for consideration by the board shall only be taken or passed with the express written agreement of the holders of the majority of the 'A' Shares and the holders of the majority of the 'B' Shares for the time being issued. Any such determination may be made by the relevant director either:

7.5.1 by delivering to the secretary a notice in writing specifying the matter in respect of which the determination is being made (i) at any time before the time fixed for the meeting at which such matter is not be considered or (ii) at the meeting itself; or

7.5.2 orally during the course of the meeting.

Following such determination being made, the board shall have no power to take any further action with regard to the matter which shall have been specified unless and until the holders of the majority of the 'A' Shares and the holders of the majority of the 'B' Shares for the time being issued shall have given their written consent thereto.

8 SHAREHOLDERS' AGREEMENT

The directors may, as a condition to the registration of any transfer of shares in the Company require that the transferee enters into a shareholders' agreement with any person who is at the time a member of the Company on the same terms as apply to the transferor in relation to those shares immediately before the transfer. If any such condition is imposed in accordance with this Article 8, the transfer may not be registered unless that shareholders' agreement has been entered into and delivered to the Company by the transferee.

9 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY AND DIRECTORS' CONFLICTS OF INTEREST

9.1 Save as otherwise agreed by the shareholders , a director is not entitled to vote as a director at a board meeting or form part of the quorum in regard to any transaction, situation or arrangement in which he is interested but if on declaring such interest he is permitted to vote by the board, and he does so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such transaction or

arrangement is under consideration (save where the director votes against a resolution to enforce the Company's rights under such transaction or arrangement). Furthermore if a director has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, the other directors shall have the authority, to authorise the matters giving rise to such actual or possible conflicts. However, the interested director shall not count in the quorum or be permitted to vote on any resolution of the board entitling him to vote or authorising his actual or possible conflicts and the quorum and voting arrangements shall be varied to exclude the participation of such interested director.

9.2 A director may, notwithstanding his office or the existence of an actual or potential conflict between the interests of the Company and those of a group company which would be caught by section 175(1) of the Act, be a director or other officer of, or employed by or otherwise interested in, whether directly or indirectly, any other group company (or such other undertaking as the holder of a majority of shares in the company shall approve in writing) (a "group company interest") and the director in question:

9.2.1 shall be entitled to be counted in the quorum and to attend any meeting or part of a meeting of the directors or a committee of the board of directors at which any matter which is or may be relevant to the group company interest may be discussed, and to vote on any resolution of the directors or a committee of the board of directors relating to such matter and any board or committee papers relating to such matter shall be provided to the director in question at the same time as the other directors;

9.2.2 shall not be obliged to account to the Company for any benefit which he derives from a group company interest;

9.2.3 shall not be obliged to disclose to the Company or use for the benefit of the Company, any confidential information received by him by virtue of his group company interest and otherwise than by virtue of his position as a director, if to do so would result in a breach of a duty or obligation of confidence owed by him to any other group company or third party.

9.3 For the purpose of Article 9.2 a "group company" shall mean Balfour Beatty Fire and Rescue NW Limited (company registration number 07403391) and/or Balfour Beatty Fire and Rescue NW Intermediate Limited (company registration number 07404079) for so long as such companies are either a subsidiary or a holding company of the Company (applying for this purpose the definitions of "subsidiary" and "holding company" set out in Section 1159 of the Companies Act 2006 and a company shall be treated for the purposes only of the membership requirement contained in Sections 1159(1)(b) and (c) of the Companies Act 2006, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee) and for the avoidance of doubt, unless otherwise specified, the definitions of "subsidiary" and "holding company" shall not have domestic limitation but shall apply to international subsidiaries and holding companies.

10 **NOT USED**

11 **RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

12 **NUMBER OF DIRECTORS**

The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one.

13 **APPOINTMENT AND REMOVAL OF DIRECTORS**

13.1 The registered holder(s) of a majority of the 'A' ordinary shares for the time being issued shall be entitled by notice in writing signed by a duly authorised signatory of the registered holder(s) and delivered to the Company to appoint up to two directors and by like notice to remove any director so appointed and to appoint another person to act in place of such director or in place of a director vacating office in any way and originally so appointed by the registered holder(s) of the 'A' ordinary shares. Any director so appointed shall be an 'A' Director.

13.2 The registered holder(s) of a majority of the 'B' ordinary shares for the time being issued shall be entitled by notice in writing signed by a duly authorised signatory of the registered holder(s) and delivered to the Company to appoint up to two directors and by like notice to remove any director so appointed and to appoint another person to act in place of such director or in place of a director vacating office in any way and originally so appointed by the registered holder(s) of the 'B' ordinary shares. Any director so appointed shall be a 'B' Director.

13.3 Any notice given pursuant to any of the preceding paragraphs of this article 13 shall, if sent by first class post, take effect forty eight hours after posting to the registered office of the Company.

13.4 A person ceases to be a Director as soon as:

13.4.1 that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law; or

13.4.2 a bankruptcy order is made against that person or his estates are sequestrated; or

13.4.3 a composition is made with that person's creditors generally in satisfaction of that person's debts or he grants a trust deed (whether or not it becomes protected) for the benefit of his creditors; or

13.4.4 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

13.4.5 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 would otherwise have; or

13.4.6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms; or

13.4.7 that person ceases to be a director of the Subsidiary; or

13.4.8 that person is removed from office; or

13.4.9 the 'A' Shareholder(s) or 'B' Shareholder(s) who had appointed him ceases to be a shareholder.

13.5 Every director appointed pursuant to this article 13 shall hold office until he is either removed or suspended or dies or vacates office and (subject to the provisions of section 168 of the Act) neither the Company in general meeting nor the directors shall have power to fill any such vacancy but the provisions of this Article 13 may be relaxed or varied to any extent by agreement in writing between the holders of a majority of the 'A' ordinary shares for the time being issued and the holders of a majority of the 'B' ordinary shares for the time being issued.

13.6 Any director appointed pursuant to this Article 13 shall be at liberty from time to time to make such disclosures to the shareholders (and where such shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) who had appointed him as to the business and affairs of the Company as he shall in his absolute discretion determine.

13.7 Except in the manner provided by this Article and Article 14 no person shall be appointed to fill any vacancy occurring in the office of director and neither the Company in general meeting nor the directors shall have the power to fill any such vacancy.

14 JOINT APPOINTMENT AND REMOVAL

The registered holder(s) of a majority of the 'A' ordinary shares and the registered holder(s) of a majority of the 'B' ordinary shares may jointly from time to time by notice in writing signed by them and delivered to the Company appoint additional directors and by like notice remove any director so appointed and at any time and from time to time by like notice appoint any other person to be a director in place of the director so removed or in the place of or in addition to any director appointed under this Article.

15 POWER OF DIRECTORS

The directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

16 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

16.1 Any director ("appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

16.1.1 exercise that director's powers; and

16.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

16.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

16.3 The notice must:

16.3.1 identify the proposed alternate; and

16.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

17 RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

17.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

17.2 Except as these Articles specify otherwise, alternate directors:

17.2.1 are deemed for all purposes to be directors;

17.2.2 are liable for their own acts and omissions;

17.2.3 are subject to the same restrictions as their appointors; and

17.2.4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

17.3 A person who is an alternate director but not a director:

17.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

17.3.2 may participate in a decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

17.3.3 shall not be counted as more than one director for the purposes of Articles 17.3.1 and 17.3.2.

17.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

17.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

18 TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate terminates:

18.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

18.1.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

18.1.3 on the death of the alternate's appointor; or

18.1.4 when the alternate's appointor's appointment as a director terminates.

19 CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

19.1 Any one of the directors or the secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the directors or other governing body of such corporation, may (subject to the articles of association of that corporation) act as its representative at any meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

19.2 Any one of the directors or the secretary for the time being of the Company or any other person appointed by resolution of the directors of the Company may act as its representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.

20 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

DECISION MAKING BY SHAREHOLDERS

21 QUORUM

21.1 No business shall be transacted at any general meeting unless a quorum is present at the commencement and throughout the whole of the meeting. For so long as the holder of the 'A' ordinary shares and the 'B' ordinary shares are the same person one member present in person or by proxy or by authorised representative shall be a quorum for all purposes. For so long as the holder of the 'A' ordinary shares and the 'B' ordinary shares are not the same person a member present in person or by proxy or by authorised representative being or representing the holder(s) of a majority of the 'A' ordinary shares in issue and a member present in person or by proxy or authorised representative being or representing the holder(s) of a majority of the 'B' ordinary shares in issue shall be a quorum for all purposes.

21.2 The following words are to be added at the end of Article 41(6) of the Model Articles: "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall stand dissolved".

22 VOTING

22.1 Subject to any rights or restrictions attached to any shares, on a show of hands every shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a shareholder entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

22.2 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.

23 POLL VOTES

23.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

23.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Article.

24 PROXIES

24.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

24.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that Article.

ADMINISTRATIVE ARRANGEMENTS

25 MEANS OF COMMUNICATION TO BE USED

25.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

25.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted; and

25.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

25.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

26 INDEMNITY

26.1 Subject to Article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

26.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

26.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

26.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

26.3 In this Article:

26.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

26.3.2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company.

27 INSURANCE

27.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

27.2 In this Article:

27.2.1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company;

27.2.2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

27.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.