

The Companies Acts 1985 – 2006

Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION
OF
MAJOR PROJECTS ASSOCIATION

1. The name of the Company is MAJOR PROJECTS ASSOCIATION.
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are:
 - 1) To enhance the ability of its Members to initiate, assess, secure and accomplish successful major projects including those which require knowledge, skills or resources that exceed what is readily or conventionally available to the key participants, be they owners, governments, contractors, suppliers, engineers, consultants, financiers or insurers.
 - 2) To encourage investigation into and the transmission of knowledge on the factors that inhibit and those that encourage the launching of viable projects.
 - 3) To encourage the objective analysis of relevant past projects and project attempts, present and potential future projects, and to draw practical conclusions relevant to future action through:
 - a. seminars and workshops which allow thorough discussion between experts;
 - b. conferences to disseminate some of the lessons learnt;
 - c. practical research based on the results of such meetings and conferences, on public materials and on documents contributed by Members;
 - d. publications;
 - e. other appropriate activities.
 - 4) To carry on any other activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done by the Company

in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company.

- 5) To purchase, take on lease or licence or in exchange, or apply for or hire or renew, or otherwise acquire and hold for any estate or interest, and to sell, let, licence or otherwise dispose of in whole or in part, any lands, buildings, rights, choses in action, and any other real and personal property of any kind including all of the assets of the Company and in each case for any consideration which may be thought fit.
- 6) To enter into partnership or any other arrangement or co-operation with any company carrying on, engaged in or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to subsidise or otherwise assist any such company.
- 7) To invest and deal with moneys of the Company not immediately required in or upon such investments and in such manner as may from time to time seem expedient.
- 8) To lend money with or without security and otherwise on such terms as may seem expedient.
- 9) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon all or any of the property and assets (present and future) or by the creation and issue on such terms as may be thought expedient of securities of any description.
- 10) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments, and to buy, sell and deal in foreign currencies.
- 11) To grant pensions, allowances, gratuities and bonuses to existing or former employees and officers (including Directors) of the Company or of any company in which the Company (directly or through other companies) holds shares or of any predecessor in business of the Company or of its holding company, or to their dependants or relations or connections, and to make payments towards insurance for any such purpose, and to establish or support trusts, funds or schemes (whether contributory or non-contributory) for any such purpose or any other institutions, trusts, funds, schemes, clubs and conveniences calculated to benefit any such persons.
- 12) To promote or assist in promoting any company or companies in any part of the world and to subscribe shares therein or other securities thereof for any purpose which may seem directly or indirectly calculated to benefit the Company.
- 13) To amalgamate with any other company in any manner whatsoever (whether with or without liquidation of the Company).
- 14) To procure the Company to be registered or recognised in any country or place in any part of the world.
- 15) To compensate for loss of office any Directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged.

- 16) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company, and any company promoted by the Company and the issue of the capital of any such other company and of and incidental to the negotiations between the promoters preliminary to the formation of the Company, and also all costs and expenses of any incidental to the acquisition by the Company of any property or assets and of and incidental to the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid.
- 17) To insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company.
- 18) To act as directors or managers of or to appoint directors or managers of any subsidiary company or of any other company in which the company is or may be interested.
- 19) To contribute by donation, subscription, guarantee or otherwise to any public, general charitable or useful object whatever.
- 20) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, subsidiaries or otherwise.
- 21) To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and the intention is that the objects specified in each paragraph of this clause shall, except if at all where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, or the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and independent company.

4. The liability of the Members is limited.
5. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while it is a Member, or within one year after it ceases to be a Member, for payment of the debts and liabilities of the Company contracted before it ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
6. If on the winding up or dissolution of the Company there remains after the satisfaction of its debts and liabilities any property whatsoever the same shall be distributed in appropriate proportions among the Members and former Members who contributed to the assets of the Company by their annual membership fees.¹

¹ This clause 6 was adopted by a Special Resolution passed on 24th November 2008.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS

THE RIO TINTO-ZINC CORPORATION PLC
6 St James's Square
London
SW1Y 4LD

BODY CORPORATE

Alistair Gilchrist Frame
a duly authorised representative

TARMAC CONSTRUCTION LIMITED
Construction House
Birch Street
Wolverhampton
WV1 4HY

BODY CORPORATE

Alan Osborne
a duly authorised representative

Dated this 20th day of May 1987

Witnesses to the above Signatures:

Elisabeth Hughes
K Brady