

1421481

ADL
28/1/88.

DOCUMENT NAME:

THE COMPANIES ACTS 1948 TO 1976

COMPANY LIMITED BY SHARES

MEMORANDUM

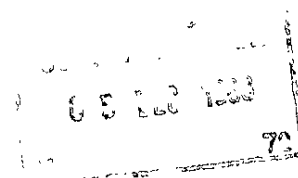
AND

ARTICLES OF ASSOCIATION

OF

TAYLOR WOODROW ENERGY LIMITED

Incorporated the 21st day of May 1979



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

KELT U.K. LIMITED

1. The Company's name is "TAYLOR WOODROW ENERGY LIMITED"*.
2. The Company's registered office is to be situated in England.
3. The Company's objects are:
 - (A) To carry on all or any of the businesses of engineering, design, research, development, planning, exploration, drilling, extraction, mining, processing, construction, fabrication, manufacture, installation, transportation, inspection, maintenance, repair, dismantling, demolition and disposal in, for or in connection with the petroleum, petrochemical, gas, coal, nuclear or other energy industries, which expression in this Memorandum shall be given a wide interpretation, owning, operating, leasing and managing any structures, installations, wells, mines, vessels, plant or equipment and participating in and operating, administering and managing any activities or enterprises in, for or in connection with the said industries and acting as consultants and advisers thereto.
 - (B) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
 - (C) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire, and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein, or likely to be required by customers or other persons having, or about to have, dealings with the Company.
 - (D) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person, firm or company in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing.

* By Special Resolution passed on 3rd February, 1988 the Company changed its name to Kelt U.K. Limited.

- (E) To enter into contracts, agreements and arrangements with any other company for the carrying out by such other company on behalf of the Company of any of the objects for which the Company is formed.
- (F) To acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possess, or which may seem to the Company capable of being conveniently carried on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, or any property suitable for the purposes of the Company.
- (G) To enter into any arrangements with any Government or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (H) To apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, registered designs, protections and concessions, which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and testing and making researches, and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (I) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any company, or with any employees of the Company, including in such case if thought fit the conferring of a participation in the management or its directorate, or with any company carrying on or engaged in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to give to any company special rights or privileges in connection with or control over this Company, and in particular the right to nominate one or more Directors of this Company. And to lend money to, guarantee the contracts of, or otherwise assist any such company, and to take or otherwise acquire shares or securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- (J) To subsidise, and assist any persons or companies and to act as agents for the collection, receipt or payment of money and generally to act as agents for and render services to customers and others.
- (K) Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee, to guarantee or otherwise provide security by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital or by both such methods or by any other means whatsoever the performance of the

obligations and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any costs or expenses relating thereto whether on any stocks, shares or securities or in any other manner whatsoever) by any company, firm or person including but not limited to any company which is for the time being the Company's holding company as defined by Section 736 of the Companies Act, 1985 or a subsidiary of the Company or of the Company's holding company as so defined or any company, firm or person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture or any other person firm or company whatsoever. A guarantee shall also include any other obligation (whatever called) to pay, purchase, provide funds (whether by advance of money the purchase of or the subscription of shares or other securities, the purchase of assets or services, or otherwise) for the payment of or to indemnify against the consequences of default in the payment of or otherwise be responsible for any indebtedness of any other company firm or person.

- (L) To promote any company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (M) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company, and the issue of its capital, or for contributing to or assisting any company either issuing or purchasing with a view to issue all or any part of the Company's capital in connection with the advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or debenture stock.
- (N) To remunerate any person, firm or company rendering service to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as fully paid up in full or in part or otherwise.
- (O) Generally to purchase, take on lease or exchange, hire, or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.
- (P) To receive money on deposit upon such terms as the Company may approve.
- (Q) To invest and deal with the moneys of the Company in such manner as may from time to time be determined.
- (R) To lend money with or without security, but not to carry on the business of a registered money lender.
- (S) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.

- (T) To remunerate any company for services rendered or to be rendered, in placing, or assisting to place, or guaranteeing the placing or procuring the underwriting of any of the shares or debentures, or other securities of the Company or of any company in which this Company may be interested or propose to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of shares, or securities of the Company credited as paid up in full or in part, or otherwise.
- (U) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other obligations of any other company having objects altogether or in part similar to those of this Company.
- (V) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of lading, warrants, debentures and other negotiable and transferable instruments.
- (W) To sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the Company may think fit, and, in particular, for shares whether fully or partly paid up, debentures or securities of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any shares, debentures or securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of or turn to account or otherwise deal with all or any part of the property or rights of the Company.
- (X) To adopt such means of making known the businesses and products of the Company as may seem expedient, and in particular by advertising in the Press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- (Y) To support, subscribe or contribute to any charitable or public object and any institution, society or club which may be for the benefit of the Company or its Directors, officers or employees, or the Directors, officers and employees of its predecessors in business or of any subsidiary, allied or associated company, or which may be connected with any town or place where the Company carries on business and to subsidise or assist any association of employers or employees or any trade association. To give pensions, gratuities, annuities or charitable aid to any person (including any Directors or former Directors) who may have served the Company or its predecessors in business or any subsidiary, allied or associated company or to the wives, children or other dependents or relatives of such persons, to make advance provision for the payment of such pensions, gratuities or annuities as aforesaid by establishing or acceding to such trusts schemes or arrangements (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements.
- (Z) To establish and contribute to any scheme for the purchase or subscription by trustees of shares in the Company to be held for the benefit of the Company's employees, and to lend money to the Company's

employees to enable them to purchase or subscribe for shares in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them.

- (AA) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (BB) To establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit.
- (CC) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place.
- (DD) To distribute any of the property of the Company in specie among the shareholders.
- (EE) To amalgamate with any other company having objects altogether or in part similar to those of this Company.
- (FF) To do all such other things as are incidental or conducive to the attainment of the above objects, or any of them.

And it is hereby declared that the word "company" in this Clause shall be deemed to include any person or partnership or other body of persons whether domiciled in the United Kingdom or elsewhere, and words denoting the singular number only shall include the plural number and vice versa, and so that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.

5. The Company's Share Capital is £100,000 divided into 100,000 shares of £1 each.

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TAYLOR WOODROW ENERGY LIMITED

PRELIMINARY

1. The regulations contained or incorporated in Parts I and II of Table A in the First Schedule to the Companies Act 1948 as amended (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded and varied) and the Articles hereinafter contained shall be the regulations of the Company.

SHARES

2. The lien conferred by Regulation 11 of Part I of Table A shall extend to fully paid shares, and to all shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of several joint holders.

3. Regulation 15 in Part I of Table A shall be read and construed as if there were omitted from such clause the words "provided that no call shall exceed one-fourth of the nominal amount of the share or be payable at less than one month from the date fixed for the payment of the last preceding call."

4. A transfer of a fully paid share need not be executed by or on behalf of the transferee; and Regulation 22 in Part I of Table A shall be modified accordingly.

GENERAL MEETINGS AND RESOLUTIONS

5. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two members present in person or by proxy shall be a quorum.

6. Subject to the provisions of the Acts, a resolution in writing signed by or on behalf of all the members for the time being entitled to receive notice of and attend and vote at general meetings shall be as effective as if the same had been passed at a general meeting of the

Company duly convened and held, and may consist of several documents in the like form, each signed by one or more persons.

7. A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy and entitled to vote, and Regulation 58 of Part I of Table A shall be modified accordingly.

DIRECTORS

8. Until otherwise determined by the Company in general meeting, the number of Directors (excluding alternate Directors) may be any number not less than two nor more than ten in number.

9. The first Directors of the Company shall be:

Frank Ross Gibb,
John Wood Rogers,
Andrew Watson Cheyne,
Geoffrey Neville Davies,
John Patrick Reader,
Daniel Martin Stonehouse,
Reginald Sidney Taylor.

10. Each Director shall have the power from time to time to appoint any one or more persons to act as alternate Director in his place during his absence and may remove any such alternate Director. A person so appointed shall (except as regards power to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, while so acting, may exercise and discharge all the functions powers and duties as a Director of his appointor in such appointor's absence except insofar as the same are exercised or discharged by any other alternate Director appointed by the same appointor and so that in the event of the purported exercise or discharge of any of such functions, powers or duties by more than one such alternate the same shall be deemed to have been exercised or discharged by the alternate first appointed, or, where such alternates shall have been appointed at the same time, by the alternate first named in the instrument of appointment. Any person acting as an alternate shall have a separate vote for each Director for whom he is acting as alternate and, in the case of a Director who is also acting as alternate, such separate vote or votes shall be in addition to his own vote. An alternate Director shall, while acting as such, be an officer of the Company and shall alone be responsible for his own acts and defaults and he shall not be deemed to be an agent of the Director appointing him, and the Director so appointing shall not be responsible for the acts and defaults of an alternate Director so appointed. An alternate Director shall ipso facto cease to be an alternate Director if and when the Director appointing him ceases for any reason to be a Director. Every such nomination and removal under this clause shall be effected in writing signed by the appointor or signed on behalf of the appointor by a member or members (or a person or persons authorised by such member or members) having power under these Articles to remove the appointor from office and shall take effect on being delivered to the registered office of the Company or produced by the appointee at the first meeting of the Directors at which he proposes to act as alternate.

11. No Director shall be disqualified by his position as Director from entering into any contract or arrangement with the Company, and a

Director may vote on and be taken into account for the purpose of constituting a quorum at a meeting to deal with any contract or arrangement in which he may be in any way interested, and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. A Director may hold any other office or place of profit under the Company other than that of Auditor on such terms as to remuneration and otherwise as the Directors may determine. Sub-clause (2) of Regulation 84 of Part I of Table A shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS

12. (a) The office of a Director shall be vacated:-

(i) if by notice in writing to the Company he resigns the office of Director;

(ii) if he is required to vacate the office by virtue of a notice in writing signed by the holders of at least three quarters of the issued shares of the Company having been given to the Company;

(iii) if he shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period, unless he shall have appointed an alternate Director who has not been similarly absent during such period;

(iv) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;

(v) if he is prohibited from being a Director by an order made under any provision of the Acts;

(vi) if he becomes of unsound mind.

(b) No Director shall vacate office, nor shall any person be ineligible for appointment as a Director, by reason only of his attaining or having attained any particular age, and Regulation 88 of Part I of Table A shall not apply to the Company.

13. The Directors shall have power at any time and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these regulations and Regulations 89-97 of Part I of Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

14. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of the equality of votes the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director, shall, at any time summon a meeting of the Directors. Reasonable notice of all meetings of Directors shall be given to all Directors and in the case of a Director who is for the time being absent from the United Kingdom, to his alternate if any, or to each of his alternates if more than one has

been appointed and Regulation 98 of Part I of Table A shall be modified accordingly.

15. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two or their respective alternates, and Regulation 99 of Part I of Table A shall be modified accordingly.

16. It shall not be necessary for Directors to sign their names in the Minute Book; and Regulation 86 of Part I of Table A shall be modified accordingly.

17. (a) A resolution in writing:-

(i) signed by all the Directors present for the time being in the United Kingdom (provided that if a Director is not present but has an alternate who is so present, then the resolution must be signed by that alternate) and who are not less than a quorum for a meeting of Directors; and

(ii) inserted in the Minute Book of the proceedings of the Directors, shall be as valid and effective as if it had been passed at a meeting of Directors.

(b) The resolution may consist of several documents in the same form, each of which is signed by one or more Directors or by their alternates in terms of paragraph (a) and shall be deemed (unless a statement to the contrary is made in the resolution) to have been passed on the date on which it was signed by the last Director to sign it.

18. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on such terms as they think fit, and may revoke such appointment. The appointment of a Director so appointed shall be automatically determined if he ceases from any cause to be a Director.

DIVISIONAL DIRECTORS

19. (a) The Directors may from time to time appoint any Secretary, Manager or other officer or person for the time being in the employment of the Company or any subsidiary company or the holding company of the Company to be a Divisional Director of the Company.

(b) The expression "Director" and the expression "Directors" in the Articles of Association of the Company and the regulations set out in Table A shall not mean or include or be construed to mean or include a Divisional Director or Divisional Directors appointed under this Article.

(c) A Divisional Director shall not be required to hold any shares in the Company to qualify him for office.

(d) Save as otherwise agreed between him and the Company the appointment of a person to be a Divisional Director shall not affect the terms and conditions of his employment by the Company or by a subsidiary company or the holding company of the Company whether as regards duties, remuneration, pension or otherwise.

(e) The office of a Divisional Director shall be vacated:-

(i) if by notice in writing to the Company he resigns the office of Divisional Director;

(ii) if he is required to vacate the office by virtue of a resolution of the Directors;

(iii) if he ceases to be in the employment of the Company or a subsidiary company or the holding company of the Company in some capacity other than that of a Divisional Director of the Company;

(iv) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;

(v) if he is prohibited from being a Director by any order made under any provision of the Acts;

(vi) if he becomes of unsound mind.

(f) A Divisional Director shall not retire by rotation from the office of Divisional Director.

(g) A Divisional Director shall not be entitled to receive notice of or attend at a meeting of the Directors except when expressly invited by the Director so to do, and if he does so attend he shall not be entitled to vote at that meeting, and in calculating the number necessary to form a quorum at any meeting of the Directors any Divisional Director present shall not be counted.

(h) A Divisional Director shall not except with and to the extent of the previous sanction of the Directors which may in their absolute discretion be withheld or withdrawn at any time:-

(i) have any right of access to the books of the Company or to any information concerning the business affairs or finance of the Company except such information as the Directors consider necessary for the proper carrying out of the duties of his employment;

(ii) be entitled to participate in any other respect in the exercise of any of the collective powers or duties of the Directors or the Board, or to exercise any of the powers or rights of a Director individually under the Articles of Association (including this Article) of the Company or the regulations set out in Table A or in any way to exercise any control in, over or concerning the affairs of the Company whatsoever, provided that no act shall be done by the Directors which would impose any personal liability on any or all of the Divisional Directors without his knowledge and consent.

(i) The appointment, continuance in office, removal, powers and duties and remuneration (if any) of the Divisional Directors and each of them shall, subject to this Article, be determined by the Directors

in their sole discretion who shall have full power to make such arrangements as they shall think fit.

SECRETARY

20. The first Secretary of the Company shall be John Patrick Reader.

BORROWING POWERS

21. The proviso to Regulation 79 of Part I of Table A shall not apply.

INDEMNITY

22. Subject to the provisions of the Act, every Director, Auditor or Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto, and Regulation 136 of Part I of Table A shall be modified accordingly.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

JOHN PATRICK READER,
44 High Street,
Walton-on-Thames,
Surrey.

Barrister.

DANIEL MARTIN STONEHOUSE,
Keepers Cottage,
Keep Hatch Road,
Wokingham,
Berkshire.

Chartered Accountant.

DATED this day of 1979.

WITNESS to the above Signatures:-

MOIRA COLLEEN LEWIS,
15 South Close,
Off Village Way,
Rayners Lane,
Pinner,
Middlesex.

Personal Assistant.

DCM883H1.46

No.

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
TAYLOR WOODROW ENERGY LIMITED

Incorporated the 21st day of May 1979

Clifford Chance
Royex House,
Aldermanbury Square,
London EC2V 7LD