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**Statutory Declaration of compliance  
with requirements on application  
for registration of a company**

12

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies

For official use

For official use

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

\* SCROLLPOINT LIMITED

\*insert full name  
of company

I, MICHAEL JOHN HOPE, signing on behalf of London Law Secretarial Limited  
of 84 Temple Chambers,  
Temple Avenue,  
London EC4Y OHP

do solemnly and sincerely declare that I am a person named as secretary of the company in the statement  
delivered to the registrar under section 10(2) and that all the requirements of the above Act in respect of  
the registration of the above company and of matters precedent and incidental to it have been complied with,  
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at Temple Chambers,  
Temple Avenue,  
in the City of London.

Declarant to sign below

the 20th day of May

*m-j. Hope*

One thousand nine hundred and ninety one

before me

*J.J.A.*

A Commissioner for Oaths/

~~A Solicitor having the powers conferred on a Commissioner for Oaths~~

Presentor's name address and  
reference (if any):

The London Law Agency Limited  
84 Temple Chambers,  
Temple Avenue,  
London, EC4Y OHP  
Telephone: 071-353 9471  
Telex: 23553

For official use  
New Companies Section

Post room

NC  
23 MAY 1991



THE LAW SERVICES  
ASSOCIATION

**The London Law Agency Limited**

Company Registration Agents, Printers and Publishers  
TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON EC4Y OHP Tel: 071-353 9471 (10 lines)

# London Law

THE LONDON LAW AGENCY LIMITED  
TEMPLE CHAMBERS, TEMPLE AVENUE  
LONDON EC4Y 0HP  
TELEPHONE 071-353 9471  
TELEX 21513 FAX 071-583 1611  
DX 1053 LONDON/CHANCERY LANE

# 10

## Statement of first directors and secretary and intended situation of registered office

This form should be completed in black.

Company name (in full)

**CN**

2615887  
SCROLLPOINT LIMITED

For official use

☐

Registered office of the company on  
incorporation.

**RO**

84 Temple Chambers

Temple Avenue

Post town London

County/Region —

Postcode EC4Y 0HP

If the memorandum is delivered by an  
agent for the subscribers of the  
memorandum mark 'X' in the box  
opposite and give the agent's name  
and address.

**X**

**RA**

Name The London Law Agency Limited

84 Temple Chambers

Temple Avenue

Post town London

County/Region —

Postcode EC4Y 0HP

Number of continuation sheets attached

☐

To whom should Companies House  
direct any enquiries about the  
information shown in this form?

The London Law Agency Limited

84 Temple Chambers

Temple Avenue, London Postcode EC4Y 0HP  
29846

Telephone

071-353 9471

Our Ref:

## Company Secretary

Name

☒ CS

London Law Secretarial Limited

Address

☒ AD

84 Temple Chambers

Temple Avenue

Post town London

County/Region —

Postcode EC4Y OHP Country England

I consent to act as secretary of the company named on page 1

Signed

*M. J. Hope*

(Authorised  
Signatory)

Date 1st May 1991

Consent signature

## Directors

Name

☒ CD

London Law Services Limited

Address

☒ AD

84 Temple Chambers

Temple Avenue

Post town London

County/Region —

Postcode EC4Y OHP Country England

Nationality ☒ NA English  
Registered

Business occupation

☒ CC

Limited Company

Other directorships

☒ OD

None

\* Voluntary details

I consent to act as director of the company named on page 1

Signed

*R. Ugham*

(Authorised  
Signatory)

Date 1st May 1991

Consent signature

Delete if the form  
is signed by the  
subscribers.

CHA 5

Agents for and on behalf of the Company  
The London Law Agency Limited

*M. J. Hope*

(Authorised  
Signatory)

Signature of agent on behalf of all subscribers

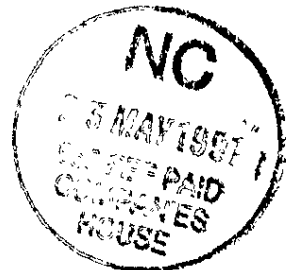
Date 1st May 1991

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

-----  
A PRIVATE COMPANY LIMITED BY SHARES  
-----



2615887

-----  
MEMORANDUM OF ASSOCIATION  
-----

OF

SCROLLPOINT LIMITED  
-----

1. The Company's name is "SCROLLPOINT LIMITED".
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are:-
  - (A) To carry on all or any of the businesses of general engineers, designers, manufacturers, assemblers, maintainers, importers, exporters, repairers, installers, hirers, letters on hire, distributors and agents for the sale of, and dealers in engineering equipment, plant, machinery, appliances, components, accessories, tools, jigs, dies and fixtures of all kinds, electrical, electronics, motor, aeronautical, hydraulic, marine, computer and civil engineers, engineering consultants, production planners, prototype designers, and technicians, designers, distributors, factors, manufacturers and merchants of, and dealers in mouldings, shapings, weldings, pressings, assemblies, repetition work and machined castings, metal foundries, converters and moulders, millwrights, metallurgists, boilermakers, smiths and fitters, wire drawers, tube makers, tin-plate workers, sheet metal manufacturers, workers and dealers, tanners, galvanisers, platers, painters, sprayers, plastic workers and moulders, garage and petrol filling station proprietors, haulage and transport contractors, railway, forwarding, passenger and freight agents, insurance and general commission agents and general merchants; to buy, sell, manufacture, repair, alter, manipulate, and otherwise deal in vehicles, fittings, furnishings, materials, products, articles and things capable of used for the purpose of the foregoing businesses or any of them, or likely to be required by customers of, or persons having dealings with the Company.

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful.

(V) 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, trustees, sub-contractors or otherwise.

(W) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<p style="text-align: center;"><i>R. Ugham</i></p> <p>For and on behalf of LONDON LAW SERVICES LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP.</p> <p style="text-align: center;"><i>M. J. Hope</i></p> <p>For and on behalf of LONDON LAW SECRETARIAL LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP.</p>	<p style="text-align: center;">One</p> <p style="text-align: center;">One</p>
Total Shares taken	Two

Dated the 1st day of May, 1991.

Witness to the above Signatures:-

COLIN A LAY,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.

*Colin A Lay*

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

---

A PRIVATE COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION

OF

SCROLLPOINT LIMITED

---

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 8 and 64 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

SHARES

2. (A) Subject to Sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.

(B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital with which the Company is incorporated; and that this authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

(C) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

3. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof.

## GENERAL MEETINGS

4. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 of Table A shall be modified accordingly.

5. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

6. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words ", 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 be dissolved".

## DIRECTORS

7. Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A; and Clause 89 of Table A shall be modified accordingly.

8. If the resolution or instrument by which a Director is appointed so provides, he shall be a Permanent Director and not subject to retirement by rotation; and Clauses 73 to 75 (inclusive) of Table A shall not apply to any Permanent Director.

9. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

10. A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 94 of Table A shall be modified accordingly.

## INDEMNITY

11. Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

## TRANSFER OF SHARES

12. The Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any Share, whether or not it is a fully paid Share; and Clause 24 of Table A shall be modified accordingly.

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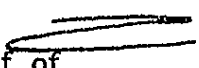
NAMES AND ADDRESSES OF SUBSCRIBERS

---

*R. Ugham*

For and on behalf of  
LONDON LAW SERVICES LIMITED,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.

*M. J. Hope*

  
For and on behalf of  
LONDON LAW SECRETARIAL LIMITED,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.

---

Dated the 1st day of May, 1991.

Witness to the above Signatures:-

*Colin A Lay*

COLIN A LAY,  
Temple Chambers,  
Temple Avenue,  
London EC4Y 0HP.

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

**No. 2615887**

**I hereby certify that**

**SCROLLPOINT LIMITED**

**is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.**

**Given under my hand at the Companies Registration Office,  
Cardiff the 30 MAY 1991**

*F. A. Joseph.*

**F. A. JOSEPH**

**an authorised officer**

Company Number : 2615887

187

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CIF

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

SPECIAL RESOLUTION

OF

SCROLLPOINT LIMITED



We, the undersigned, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Clause 53 of Table A (which Clause is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved :

That the name of the Company be changed to

PetroFac UK Services Limited

Dated this 10th day of July 1991.

M. J. Hope

Signed : .....  
for LONDON LAW SECRETARIAL LIMITED

.....  
for LONDON LAW SERVICES LIMITED

Presented By : THE LONDON LAW AGENCY LIMITED  
TEMPLE CHAMBERS, TEMPLE AVE, LONDON EC4Y 0HP

Our Ref : 29846

# FILE COPY



## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 2615887

I hereby certify that

<sup>in fact</sup>  
SCROLLPOINT LIMITED

having by special resolution changed its name,

is now incorporated under the name of

PetroFac UK Services Limited

Given under my hand at the Companies Registration Office,  
Cardiff the 18 JULY 1991

*M. Rose*  
M. ROSE

an authorised officer

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

(Copy)

ORDINARY RESOLUTIONS

OF

SCROLLPOINT LIMITED

We, the undersigned, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following resolutions as Ordinary Resolutions and agree that the said resolutions shall, pursuant to Clause 53 of Table A (which Clause is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved :

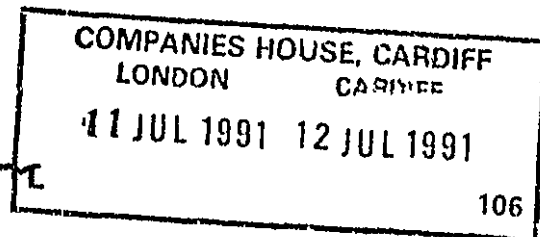
1. That the Share Capital of the Company be increased from £ 100 to £ 1,000 by the creation of 900 new Shares of £1 each ranking in all respects pari passu with the 100 existing Shares of £1 each in the Capital of the Company;
2. That the Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot relevant securities (as defined in Section 80 of the said Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital at the date of the passing of this Resolution; and that this authority shall expire on the fifth anniversary of the date of the passing of this Resolution unless varied or revoked or renewed by the Company in General Meeting. Save that the Directors may notwithstanding such expiry, allot relevant securities under this authority in pursuance of an offer or agreement so to do made by the Company before the expiry of this authority.

Dated this 10th day of July 1991.

M. J. Hore

Signed : .....  
for LONDON LAW SECRETARIAL LIMITED

.....  
for LONDON LAW SERVICES LIMITED



Presented By : THE LONDON LAW AGENCY LIMITED  
TEMPLE CHAMBERS, TEMPLE AVE, LONDON EC4Y 0HP

Our Ref : 29846

# G

COMPANIES FORM No. 123

## Notice of increase in nominal capital

# 123

Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--

2615887
---------

Name of company

\* insert full name  
of company

* SCROUPOINT Limited
----------------------

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 10th July 1991 the nominal capital of the company has been increased by £ 900 beyond the registered capital of £100.

‡ the copy must be  
printed or in some  
other form approved  
by the registrar

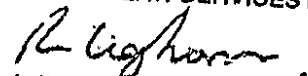
A copy of the resolution authorising the increase is attached.‡

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new shares have been or are to be issued are as follow:

To rank pari passu with the existing shares of the company

‡ Insert  
Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriateFor and on behalf of  
LONDON LAW SERVICES LIMITED

Signed

  
Authorised Signatory

Designation‡ Director

Please tick here if  
continued overleaf

--

Date 10-7-91

Presenter's name address and  
reference (if any):

29846

The London Law Agency Ltd  
84 Temple Chambers  
Temple Avenue  
London  
EC4Y 0HP

For official Use  
General Section

Post room

COMPANIES HOUSE, CARDIFF	
LONDON	CARDIFF

11 JUL 1991	12 JUL 1991
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THE LAW SERVICES  
ASSOCIATION**The London Law Agency Limited**Company Registration Agents, Printers and Publishers  
TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON EC4Y 0HP Tel: 071-353 9471 (10 lines)

Company No. 2615887

PETROFAC UK SERVICES LIMITED

Pursuant to Article 53 of Table A of the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations, the following Resolution was passed as a special resolution by the members of the Company:

IT WAS RESOLVED THAT:

The Memorandum and Articles of Association be amended by the insertion of new sub-clauses (A) and (B) in Clause 3 of the Memorandum and by the deletion of Clause 12 of the Articles of Association the insertion of new Clauses 12 - 16 in the Articles and the amendment of Article 7 as contained in the updated Memorandum and Articles attached.

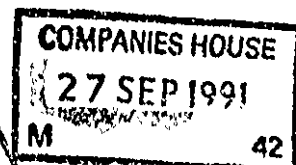
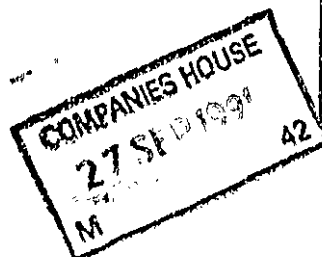
.....

AMCORP LIMITED

.....

PETROFAC INCORPORATED

DATED 16th DAY OF September 1991



2615887

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MEMORANDUM AND ARTICLES OF ASSOCIATION

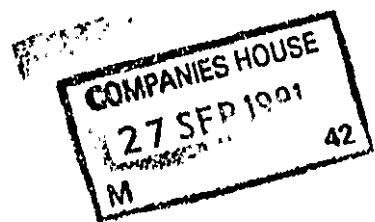
OF

PETROFAC UK SERVICES LIMITED

Incorporated 30th day of May 1991

---

Trowers & Hamlins  
6 New Square  
Lincoln's Inn  
London WC2A 3RP



THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

-----  
A PRIVATE COMPANY LIMITED BY SHARES  
-----

MEMORANDUM OF ASSOCIATION

OF

PetroFac UK Services Limited

- \* 1. The Company's name is "PetroFac UK Services Limited".
- 2. The Company's Registered Office is to be situated in England and Wales.
- 3. The Company's objects are:-
  - \*\* (A) To provide or procure the provision by others of any service need or requirement of any business nature required by any person firm or company in or in connection with any business carried on by them in connection with their carrying on the business of engineers and undertaking procurement, fabrication, construction management and construction in connection with the production, refining, storage, supply and distribution of oil and gas
  - \*\* (B) To carry on business as advisors on the administration and organisation of any aspect of the oil and gas industry and business, and to carry on all or any of the business of industrial, business and personnel consultants to the oil and gas industry and to advise on the extending developing and improving of the oil and gas industry business and all systems or process relating to the production, storage, distribution and marketing of the products of the oil and gas industry or the rendering of services
  - (C) To carry on all or any of the businesses of general engineers, designers, manufacturers, assemblers, maintainers, importers, exporters, repairers, installers, hirers, letters on hire, distributors and agents for the sale of, and dealers in engineering equipment, plant, machinery, appliances, components, accessories, tools, jigs, dies and fixtures of all kinds, electrical, electronics, motor, aeronautical, hydraulic, marine,
- \* The Company's Name was, on the 18th day of July 1991, changed from SCROLLPRINT LIMITED
- \*\* By a written resolution pursuant to Article 53 of Table A as annexed and dated 16th day of September 1991, sub-clauses (A) and (B) were inserted into Clause 3

computer and civil engineers, engineering consultants, production planners, prototype designers, and technicians, designers, distributors, factors, manufactures and merchants of, and dealers in mouldings, shadings, weldings, pressings, assemblies, repetition work and machined castings, metal foundries, converters and moulders, millwrights, metallurgists, boilermakers, smiths and fitters, wiredrawers, tube makers, tin-plate workers, sheet metal manufactures, workers and dealers, tinnermen, galvanisers, platers, painters, sprayers, plastic workers and moulders, garage and petrol filling station proprietors, haulage and transport contractors, railway, forwarding, passenger and freight agents, insurance and general commission agents and general merchants; to buy, sell, manufacture, repair, alter, manipulate, and otherwise deal in vehicles, fittings, furnishings, materials, products, articles and things capable of being used for the purpose of the foregoing businesses or any of them, or likely to be required by customers of, or persons having dealings with the Company

- (D) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company
- (E) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof
- (F) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above
- (G) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society
- (H) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts

or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly

- (I) To receive money on deposit or loan upon such terms as the Company may approve
- (J) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business
- (K) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid
- (L) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments
- (M) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such

investments or securities and in such manner as may from time to time be determined

- (N) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine
- (O) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired
- (P) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company
- (Q) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company
- (R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company
- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

- (T) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner
- (U) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company
- (V) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law
- (W) To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful
- (X) 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, trustees, sub-contractors or otherwise
- (Y) To do all such things as are incidental or conducive to the above objects or any of them

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company

4. The liability of the Members is limited

- \* 5. The Company's share capital is £100 divided into 100 shares of £1 each

- \* By Ordinary Resolution passed on the 10th day of July, 1991 the Company's share capital was increased to £1,000 divided into, 1,000 shares of £1 each.

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
------------------------------------	-------------------------------------------------

LONDON LAW SERVICES LIMITED Temple Chambers Temple Avenue London EC4Y 0HP	One
------------------------------------------------------------------------------------	-----

LONDON LAW SECRETARIAL LIMITED Temple Chambers Temple Avenue London EC4Y 0HP	One
---------------------------------------------------------------------------------------	-----

Total Shares taken	Two
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DATED the 30th day of May 1991

WITNESS to the above Signatures:-

COLIN A LAY  
Temple Chambers  
Temple Avenue  
London EC4Y 0HP



THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

-----  
A PRIVATE COMPANY LIMITED BY SHARES

-----  
ARTICLES OF ASSOCIATION

OF

PetroFac UK Services Limited

-----  
PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 8 and 64 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby; the following shall be the Articles of Association of the Company

SHARES

2. (A) Subject to Sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit
- (B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital with which the Company is incorporated; and that this authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting
- (C) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will

or may require relevant securities to be allotted after the expiry of such authority

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company

3. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof

#### GENERAL MEETINGS

4. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 of Table A shall be modified accordingly
5. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors
6. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words "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 be dissolved"

#### DIRECTORS

- \* 7. Unless and until otherwise determined by the Company by Ordinary Resolution, the number of Directors shall not be less than two.
8. If the resolution or instrument by which a Director is appointed so provides, he shall be a Permanent Director and not subject to retirement by rotation; and Clauses 73 to 75 (inclusive) of Table A shall not apply to any Permanent Director
9. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

10. A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 94 of Table A shall be modified accordingly

#### INDEMNITY

11. Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of this office

\*

#### TRANSFER AND TRANSMISSION OF SHARES

12. All transfers of shares shall be effected by transfer in writing in any usual common form approved by the Directors
13. The instrument of transfer of a share shall be signed by or on behalf of the transferor. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof
14. A member being a company may transfer all (but not some) of the shares registered in its name to any other company ("Associated Company") which is a holding company of that member or which is another subsidiary of such holding company (the expressions "subsidiary" and "holding company" having the meanings ascribed to them respectively by section 736 of the Companies Act 1985 of Great Britain) PROVIDED THAT such transferee company shall transfer all shares to an Associated Company of such member forthwith upon such transferee company ceasing to be an Associated Company of the member
15. Save as provided in Article 14 above, no share shall be transferred except in accordance with provisions of this Article and Articles 23-28 of Table A shall not apply:-
- (i) any member proposing to transfer any of the shares registered in its name ("the Proposing Transferor") shall give notice to the Company in writing ("the Transfer Notice") that it wishes to transfer such shares. The Transfer Notice shall indicate the price per share at which the Proposing Transferor is willing to sell its shares ("the Offer Price"). The Transfer Notice shall constitute the Company as the Proposing Transferor's agent for the sale of shares to such other members of the Company who shall be willing to deal with the shares offered by the Transfer Notice ("the Dealing Members"). A Transfer Notice shall not be revocable or withdrawn once delivered to the Company save as hereinafter provided

- \* By a written resolution pursuant to Article 53 of Table A as annexed and dated the 16th day of September 1991, Article 12 was deleted and replaced by new Articles 12-16

- (ii) The Company shall within seven days of receipt of the Transfer Notice deliver a copy of the Transfer Notice to the other members of the Company. Upon receipt of a copy of the Transfer Notice a Dealing Member shall have the right to either:-
  - (a) purchase all of the shares comprised in the Transfer Notice; or
  - (b) require that the Proposing Transferor purchase all of the shares registered in the Dealing Member's name at the Offer Price
- (iii) a Dealing Member shall have seven days from receipt of the copy of the Transfer Notice to notify the Company as to its decision to either accept the offer to purchase the shares comprised in the Transfer Notice, or to require the Proposing Transferor to purchase the Dealing Member's shares
- (iv) the Company shall within seven days of receipt of the Notice from the Dealing Member as aforesaid deliver a copy to the Proposing Transferor who shall:-
  - (a) be bound upon payment of the Offer Price by the Dealing Member for the shares comprised in the Transfer Notice to transfer the shares to that Dealing Member; or
  - (b) where the Dealing Member requires the Proposing Transferor to purchase all of the shares registered in the Dealing Member's name, be bound to pay the Offer Price for the shares registered in the name of the Dealing Member.

The Dealing Member shall, if it has required that the Proposing Transferor to purchase all of the shares registered in its name, be bound upon payment of the Offer Price for the shares to transfer the shares to the Proposing Transferor.

- (v) if the Proposing Transferor or the Dealing Member, makes default in transferring the shares, the Company may receive the purchase money and the Proposing Transferor or the Dealing Member, as appropriate, shall be deemed to have appointed any one director of the Company as its agent to complete execute date and deliver a transfer of the shares to the Dealing Member or the Proposing Transferor as appropriate and upon such completion, execution dating and delivery the Company shall hold the purchase money in trust for the Proposing Transferor or Dealing Member as appropriate.
- (vi) If all of the shares comprised in a Transfer Notice are not accepted by a Dealing Member, the Proposing Transferor may, within seven day's of notice from the Company of that fact, dispose of the shares comprised in the Transfer Notice to any third party PROVIDED that such sale shall be at a price

not less than the Offer Price and that such sale shall only be to a person who shall first have been approved by the remaining members of that Company.

- (vii) Where the Proposing Transferor or the Dealing Member (as appropriate) has pursuant to this Article become bound to transfer their shares the Proposing Transferor or the Dealing Member (as appropriate) shall not be obliged to transfer the said shares unless and until the person to whom the said shares are to be transferred shall have entered into a shareholder's agreement with the remaining members of the Company whereby the Proposing Transferor or the Dealing Member (as appropriate) shall, in their reasonable satisfaction, be released from and indemnified against all liabilities arising out of any guarantee or indemnity given by the Proposing Transferor pursuant to any shareholders' agreement made between the Proposing Transferor or the Dealing Member (as appropriate) and the other members of the Company.

16. The directors shall be bound to register the transfer of any shares made in accordance with the provisions of Article 14 hereof. In the case of any transfer of shares in accordance with the provisions of Article 15, the directors may, notwithstanding that such transfers should have been made in accordance with the provisions of Article 15, refuse to register such transfer PROVIDED THAT such refusal shall not be unreasonable. Any such refusal shall only be effective if notice thereof stating the grounds of refusal is given to the Proposed Transferor or the Dealing Member, within one month after the directors shall have resolved upon such refusal.

-----  
NAMES AND ADDRESSES OF SUBSCRIBERS  
-----

LONDON LAW SERVICES LIMITED  
Temple Chambers  
Temple Avenue  
London EC4Y OHP.

LONDON LAW SECRETARIAL LIMITED  
Temple Chambers  
Temple Avenue  
London EC4Y OHP.

-----  
DATED the 30th day of May 1991

WITNESS to the above signatures:-

COLIN A. LAY  
Temple Chambers  
Temple Avenue  
London EC4Y OHP



# G

## COMPANIES FORM No. 224

# 224

Notice of accounting reference date  
(to be delivered within 9 months of  
incorporation)

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985  
as inserted by section 3 of the Companies Act 1989

Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

To the Registrar of Companies  
(Address overleaf)

Company number

2615887

Name of company

\* PETROFAC UK SERVICES LIMITED

\*insert full name  
of company

gives notice that the date on which the company's accounting reference period is to be  
treated as coming to an end in each successive year is as shown below:

Important

The accounting  
reference date to  
be entered along-  
side should be  
completed as in the  
following examples:

Day Month

31/1/12

5 April

Day Month

05/04

30 June

Day Month

30/06

31 December

Day Month

31/12

+ Insert  
Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriate

Signed

*[Signature]*

Designation + Director Date 15/1/92

Presentor's name address and  
reference (if any):

THE COMPANY

For official use

D.E.B.

Post room

COMPANY  
24 JAN 1992

M

29

# COMPANIES HOUSE

If you need to contact us regarding  
this notice, please quote reference

THE DIRECTORS  
PETROFAC UK SERVICES LIMITED  
AVON HOUSE  
SUITE 25, KENSINGTON VILLAGE  
AVONMORE ROAD  
LONDON W14 8TS

ARD 1/ 02615887

Date: 10 JANUARY 1992

## COMPANIES ACT 1985 (as amended by Companies Act 1989)

This company has until 29/ 2/92 to specify an accounting  
reference date. This may be done on the form 224 overleaf.

Should it not do so, the accounting reference date will  
be 31/05 and the first accounts will cover the period  
30/ 5/91 to 31/ 5/92

COMPANIES HOUSE  
CARDIFF  
CF4 3UZ

Tel: Cardiff (0222) 380052

1806

**dti**

Companies House is an executive agency within the Department of Trade and Industry

HR102A



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 2615887

The Registrar of Companies for England and Wales hereby certifies that  
PETROFAC UK SERVICES LIMITED

having by special resolution changed its name, is now incorporated  
under the name of  
PETROFAC UK LIMITED

Given at Companies House, Cardiff, the 28th March 1994

  
MRS. L. PARRY

For the Registrar of Companies



C O M P A N I E S H O U S E

28-3

Number of the Company: 2615887

**THE COMPANIES ACT 1985 TO 1989**

=====

**COMPANIES LIMITED BY SHARES**

=====

**SPECIAL RESOLUTION**

(pursuant to s.28 of the Companies Act 1985 to 1989)



**OF PETROFAC UK SERVICE LIMITED**

**PASSED ON 11TH MARCH 1994**

.....

At an **EXTRAORDINARY GENERAL MEETING** of the above named Company, duly convened and held at

346 Kensington High, London, W14 8NS

on 11th March 1994

the Subjoined Special Resolution was duly passed.

**SPECIAL RESOLUTION**

That the name of the Company be changed to:

**PETROFAC UK LIMITED**

.....  
Chairman

Please return the Certificate of Change of Name to:  
**Elk Registrars Ltd, Corporate House, 419 High Road, Harrow HA3 6EL**